CITY COUNCIL
ZEPHYRHILLS, FLORIDA

Monday, August 12, 2024
6:00 PM

Please join the GoToMeeting
from your computer, tablet or smartphone:
https://meet.goto.com/554591013
or dial in using your phone:
+1 (646) 240-3212 - Access Code: 554-591-013
(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 – Deputy City Clerk Ricardo Quiñones
Invocation – Airport Executive Assistant Lucy Huber
Pledge of Allegiance – Council President Kenneth M. Burgess Jr.

1. CONSENT ITEMS
    - 1.1 Approval of July 8, 2024 Regular Meeting Minutes
        1. M07-08-2024
    - 1.2 Approval of June 24, 2024 Regular Meeting Minutes
        1. M06-24-2024 (1)
    - 1.3 Approval of Contract Amendment 41-24-19 for Odyssey Manufacturing Company
        1. 41-23-17 Odyssey Manufacturing Company Second Amendment to 41-21-13
        2. 41-21-13 Odyssey Manufacturing
        3. Odyssey 3rd Amendment Sodium Hypo 8-24
        4. 41-24-19 Odyssee Cost Adjustment 24-25 Exhibit A
    - 1.4 Approval of Kimley-Horn Professional Services Agreement 37-24-07
      Second of 2 three (3) Year Extensions June 11, 2024 - June 10, 2027.
        1. 37-21-04 Kimley Horn Second & Final 3-year Extension Renewal

2. 37-21-04 Kimley Horn First 3-year Extension Renewal
3. 37-18-07 Kimley Horn and Associates

1.5 Approval of Cornelison Engineering Renewal Agreement 37-24-08
Second three (3) year Extension June 11, 2024 - June10, 2027.

1. CED_24 TO 27 - Agreement number 37-2024-08_
2. 37-21-01 CED First 3-year Extension Renewal
3. 37-18-02 Cornelison Engineering & Design, Inc. Agreement for Professional Services

1.6 Approval of Furr & Wegman Architects Renewal Agreement 37-21-02A
Second three (3) year Extension June 11, 2024 - June10, 2027.

1. 37-21-02A FURR & WEGMAN Second 3 year extention
2. 37-21-02 Furr & Wegman Architects First 3-year Extension Renewal
3. 37-18-06 Furr & Wegman Professional Services Agreement

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 AdventHealth Future Land Use and Rezoning
Second Reading **ORDINANCE NO. 1480-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 35-25-21-0010-08500-0010 AND A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1480-24 on the Second Reading

1. 30936662v3 - ORDINANCE NO 1480-24 AdventHealth FLUMA and Rezoning
2. Advent Health staff report Updated
3. Exhibit A - Legal Description
4. Exhibit B - Preliminary Development Plan

2.2 Providence Village Annexation
Second Reading **ORDINANCE NO. 1482-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542 ZEPHYRHILLS, FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1482-24 on the Second Reading

1. 31026722v3 - Ordinance 1482-24 Providence Village Annexation (Voluntary)
2. Providence Village Staff Report
3. Providence Village Power Point
4. 14th Ave Sketch (1)

5. 14th Ave 2nd Sketch
6. email for Geiger Rd

2.3 Providence Village Future Land Use Map Amendment and Rezoning
Second Reading **ORDINANCE NO. 1483-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM PASCO COUNTY RES-9 TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY R-4 TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1483-24 on the Second Reading

1. 31026723v3 - Ordinance 1483-24 Providence Village Rezoning and FLUMA Small-Scale
2. Providence Village Staff Report
3. Providence Village Power Point
4. 14th Ave Sketch (1)
5. 14th Ave 2nd Sketch
6. email for Geiger Rd

2.4 Black Marlin Annexation
Second Reading **ORDINANCE NO. 1485-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 03-26-21-0010-11700-0020 ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1485-24 on the Second Reading

1. 31026532v3 - Ordinance 1485-24 Black Marlin Annexation
2. ANX 16-22 Staff Report for Black Marlin Townhomes July 22 2024_1
3. ANX 16-22 Attachments for Black Marlin Annexation Rezone FLUMA July 22 2024_1
4. ANX 16-22 Update on Geiger Road from Pasco County

2.5 Black Marlin Future Land Use Map Amendment and Rezoning
Second Reading **ORDINANCE NO. 1486-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM R-1 MH (PASCO COUNTY) TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY RMH TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.155 ACRES OF REAL PROPERTY HAVING PARCEL**

NUMBER 03-26-21-0010-11700-0020, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1486-24 on the Second Reading

1. Ordinance 1486-24 Black Marlin Rezoning and FLUMA
2. ANX 16-22 Staff Report for Black Marlin Townhomes July 22 2024_1
3. ANX 16-22 Attachments for Black Marlin Annexation Rezone FLUMA July 22 2024_1
4. ANX 16-22 Update on Geiger Road from Pasco County

2.6 **PUD-0016-22 Gagne PUD Indoor Storage with Mixed Use Development;** Located at the North and Southeast corners of Chancey Rd and Paul S Buchman.3356 Paul S Buchman Hwy, Zephyrhills Fl 33540.Parcel #23-26-21-0020-08000-0000.
Second Reading **ORDINANCE NO. 1489-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A REZONING - PUD (PLANNED UNIT DEVELOPMENT) MASTER PLAN AMENDMENT TO THE GAGNE – CHANCEY ROAD PLANNED UNIT DEVELOPMENT FOR THE PROPERTY IDENTIFIED AS 3356 PAUL S BUCHMAN HIGHWAY, ZEPHYRHILLS, FL 33540; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closed the Public Hearing
C. City Council considers Ordinance No. 1489-24 on the Second Reading

1. 31036145v1 - Ordinance 1489-24 Gagne PUD Master Plan Amendment
2. LEGAL DESCRIPTION
3. Ordinance 1489-24 - Exhibit C - Conditions
4. Updated Petition
5. PUD Plans
6. 6A. Concept Plan Self Storage
7. 6B. Concept Plan Self Storage-Rendered
8. 7. Zephyrhills Elevation (1)
9. 8. ZephryHills 3d rendering
10. 9. 2024-05-06_Landscape-Exhibit (1)

3. PLANNING DIRECTOR'S REPORT

3.1 USE0014-24 Bauducco Foods Conditional Use; Submittal is for approval for change in maximum allowable building height. The property is located on 6th Street and Chancey Rd. Parcel #07-26-22-0000-00100-0012. Size; 72.52 Acres.

1. CUP_Application_EXECUTED (2)
2. Bauducco Engineer review email
3. Construction Plans
4. Bauducco Foods Presentation from applicant

3.2 ANX 22-24 5L Property Annexation, FLUMA (Future Land Use Map Amendment) & Rezoning

1. ANX 22-24 Staff Report 5L Properties August 12 2024 City Council
2. ANX 22-24 5L Annexation Attachments CC Meeting August 12 2024

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

ADJOURN

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

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on July 8, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (571)-317-3122 - Access Code: 391-711-005.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:01 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D. and Mayor Melonie Bahr Monson. Lance A. Smith was absent. City Attorney Matthew Maggard was present. City Manager William Poe was absent.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Finance Director Ted Beason, Planning Director Todd Vande Berg, Building Official Bill Burgess, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, Principal Planner Rodney Corriveau, Historic Preservation Specialist / Community Planner Hunter Gearhart, Deputy City Clerk Ricardo Quinones and City Clerk Lori Hillman.

Mayor Melonie Monson Bahr delivered the invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 Pasco County Law Enforcement Mutual Aid Agreement 41-23-25 First Amended and Restated

Jodi Wilkeson moved to approve Consent Item 1.1. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 Transportation, Public Safety, and Park Impact Fees

First Reading **ORDINANCE NO. 1481-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING CHAPTER 155 – IMPACT FEES, OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES; ADOPTING SIMPLIFIED LAND USE CATEGORIES WITHIN THE TRANSPORTATION IMPACT FEE SCHEDULES; ADOPTING A TIMELINE AND PHASING FOR IMPLEMENTATION OF AMENDED IMPACT FEES; ADOPTING AN UPDATED METHODOLOGY FOR IMPACT FEE ANALYSIS; ADOPTING AN UPDATED IMPACT FEE STUDY; PROVIDING FOR THE EFFECT OF THE TRANSPORTATION IMPACT FEE ORDINANCE ON OTHER REGULATIONS AND DEVELOPMENT ORDERS; PROVIDING FOR PURPOSE AND INTENT PROVIDING DEFINITIONS; PROVIDING RULES OF CONSTRUCTION; PROVIDING FINDINGS; PROVIDING FOR CONFLICT SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1481-24 by title. A public hearing was held and there were no comments from the floor.

Christopher Hatton with Kimley Horn said he and Clancey Mullen with Duncan and Associates held several meetings with Councilman Smith, City Attorney Matthew Maggard and City Manager William Poe over the last month to discuss and address issues. An updated final report was submitted. Clancey Mullen attended the meeting virtually to answer questions.

A conversation ensued discussing uniformity of commercial categories, updated fees and changes for Convenient Stores with Gas Pumps.

Spoke virtually - Clancey Mullen with Duncan and Associates

Clancey clarified the transportation impact fees for Convenient Store with Gas Pumps were lowered from $6,227 to $4,200 per pump.

City Attorney Matthew Maggard directed Council to a table on Page 6 of Ordinance No. 1481-24 outlining fees for multiple land use types to include general office, medical office, fast food restaurant, and convenient store with gas pumps. He said the per gas pump amount is intended to impact larger stores with 12 gas pumps versus the smaller stores with 2 gas pumps. The impact fees will be implemented 90 days following the passage of the Second Reading.

Jodi Wilkeson moved to approve Ordinance No. 1481-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

3. **PLANNING DIRECTOR'S REPORT**

3.1 ANX 16-22 – Black Marlin Capital LLC - Annexation, Future Land Use Map Amendment and Rezoning

Principal Planner Rodney Corriveau stated this project predates the existing moratorium. The proposed project is located approximately 1,500 feet from the corner of Geiger Road and Eiland Blvd. near the Wedgewood Community. He said the initial petition was submitted for R4 zoning and was voluntarily amended by the applicant to R3 to reduce density with a residential suburban future land use map amendment and a possibility of 31 townhome units. The proposed property is heavily wooded and if Council chooses to approve this annexation, a condition can be added for an Arborist to walk the property to identify trees to be preserved at the time of development. A hot spot has been identified at the intersection of Gall Blvd. and Geiger Road with a right-of-way constraint.

Principal Planner Rodney Corriveau said the proposed annexation is within the City's utility service area and meets Florida Statutes for annexation and development. The R3 zoning is reflective of potential development and the future land use of residential suburban is reflective of the area. Water has been factored into the City's water use permit; however, a condition was added for water. This project is in the basin of special concern which reduces the amount of units that can be achieved due to drainage expansion, has a de minimis threshold for traffic and does not require a left or right turn lane. The Site Plan Review Committee recommended approval, the Planning Commission recommended approval with conditions and staff recommended approval with conditions for water, roadway improvements, sidewalk improvements and tree preservation.

Councilman Spina said funding for the hot spot must be added to the FY 24/25 budget. He said the intersection "hot spot" is a condition of the project to be improved.

A conversation ensued around the City's Tree Ordinance, Section 7.06.04 - Tree Removal Guidelines which states a maximum of 50% of trees can be removed if over 40 trees per acre have a 6" or larger caliper, along with other extenuating circumstances. Staff will physically survey the site to save as many trees as possible. A request was made to see one regular document that is commensurate with surrounding developments in lieu of multiple preliminary sketches. Wedgewood residents are concerned if the proposed project is approved and the improvements do not occur prior to the completion of the development, the current situation will be exacerbated. The Geiger Road and proposed development schedules need to be coordinated to assure Geiger Road is completed prior to the development. The City, Pasco County, contractor, developer and possibly the state of Florida need to work together seamlessly to accomplish this project. Geiger Road needs a full depth reclamation and Pasco County has budgeted the roadway improvement and shoulder expansion in FY 24/25. City Attorney Matthew Maggard was asked if the City could add a condition that all the units could not be rental properties. He said if the developer consented to not having all rental properties, it would be a lot easier to answer but for the City to require no rental properties would require research to make sure the City is not infringing on any property rights.

Councilman Proctor said he is apprehensive about supplying water under the current water use permit and has serious issues with traffic.

Councilwoman Wilkeson said it is irresponsible to approve a development without a guarantee and timeline from Pasco County.

Mayor Melonie Bahr Monson stated the Planning Commission approved the annexation, not the plan.

Planning Director Todd Vande Berg suggested if Council decided to move forward with the first reading of the ordinance, staff would be proactive in securing a commitment from Pasco County with an opportunity to create an interlocal agreement to nail down a timetable.

Councilwoman Wilkeson clarified staff's recommended conditions were water, roadway improvements, sidewalk improvements and tree preservation along with ensuring the townhome units are fee simple and securing a document with Pasco County for Geiger Road.

Principal Planner Rodney Corriveau said if Council directs the City Attorney to create an ordinance to move forward, the project will proceed through the site development process.

Council were in majority consensus to continue for discussion and consideration.

3.2 ANX 15-22 - Providence Village, LLC - Annexation, Future Land Use Map Amendment and Rezoning

Planning Director Todd Vande Berg said a petition for annexation, future land use map amendment and rezoning of three acres on the south side of Geiger Road was received that is intended to be connected to a 20 acre parcel to the south for two-story townhome fee simple ownership. This petition was submitted prior to the City's moratorium on residential projects. He said there are a lot of similarities between this annexation, future land use map amendment and rezoning petition and the previously proposed project on the north side of Geiger Road. Both projects are similar in size, both projects abut Geiger Road, both projects have similar elements that will be being dealt with in a similar manner, and both projects have the same owner and representative. The proposed petition meets the criteria for Florida Statute 171 annexation criteria, the property is located within the City's Joint Planning Area (JPA) and utility service area. This is an area of infill development for the City with a variety of mid-level density ranges. Staff is proposing a future land use map amendment classification from County RES-9 to City Residential Suburban (RS) with a maximum of 7.5 units per acre. He stated for the record, the 20 acre parcel is zoned R3, and the City's Utility Director has indicated water supply is available to service the proposed development and has been included in SWFWMD's list of projects submitted to the water management district.

There was a lot of discussion by staff, the planning commission and residents at the Planning Commission meeting on water, traffic and road conditions. Staff will assess safety measures to make the road as safe as possible with a signalized crosswalk. The applicant will work with the City to provide sidewalks and a multi-purpose trail on the north side of Geiger Road.

Planning Director Todd Vande Berg said there are two in and outs off Geiger Road to help distribute the traffic from the development with a connection to 14th Avenue which runs along side West Elementary School. The applicant and City staff have had discussions with the Pasco County School District who have agreed to have the right of way deeded to the City. He said Geiger Road has safety issues but is operating at a very favorable level of service. The applicant has agreed to place a special emphasis on tree preservation with parameter screening and buffering along the west side. He said there are a lot of opportunities for open space recreation and tree preservation along the east side. If this ordinance moves forward, staff will work with an arborist and landscape architect and walk the site to be creative in maximizing tree preservation. He said staff is looking at traffic comprehensively and proactively. The Site Plan Review Committee and the Planning Commission recommended approval. Staff recommended Council's approval to move forward with the first reading of the ordinance with the same conditions. Staff will reach out to Pasco County to address the concerns on Geiger Road. The applicant and his representative were present to answer questions.

Spoke from the floor: Judy Sibley – 37540 Geiger Road – Zephyrhills, FL 33542

Ms. Sibley said she has lived on the property next to the proposed development for 56 years. She said there are gopher tortoises in the back of her property and was certain there were gopher tortoises on the Maggard property. She referred to a pond at the back of the proposed property as a low point and said residents have flooding concerns. She said her main concerns are the traffic on Geiger Road and water availability with the added homes. She said Wedgewood is attractive and the proposed area looks like dog kennels lined up for all the pups. She said she wants tree preservation and a guarantee the homes are not turned into rentals.

Planning Director Todd Vande Berg said the Florida Game and Fish Commission issue permits for gopher tortoises, they actually have a lot of protection. He said an environmental survey will be completed.

Mayor Melonie Bahr Monson voiced a concern for Wedgewood residents being located on the west side in the low lying area with a retention pond. She recommended an additional retention pond be placed on the proposed development to alleviate additional water from collecting into the existing retention pond which backs up to the homes in Wedgewood. Another community concern is whether the townhomes are compatible for the area with existing single family homes.

Council were in majority to annex three acres and rezone to R3.

3.3 PUD-0016-22 Gagne PUD Indoor Storage with Mixed Use Development; Located at the North and Southeast corners of Chancey Rd and Paul S Buchman.3356 Paul S Buchman Hwy, Zephyrhills Fl 33540.Parcel#23-26-21-0020-08000-0000.

Planning Director Todd Vande Berg said an applicant submitted a request for a PUD amendment associated with property located on both sides of Chancey Road and east of SR-39. The City previously approved a Planned Unit Development Master Plan (PUD) in 2021 under Ordinance No. 1417 that included a mixed use at the northeast corner of Chancey Road and SR-39. A single-family and multi-family residential project is slated on the south side of Chancey Road, just west of the railroad with a planned commercial project at the southeast corner of SR-39 and Chancey Road. He said this project was submitted prior to the moratorium for indoor storage facilities. The current Master Plan is currently approved for 2,5000 square feet of commercial use, 150,000 square feet of mixed use, 80 multi-family units and 138 single-family units. An amendment was submitted for the commercial parcel located at the southeast corner of Chancey Road and SR-39 that was originally planned for commercial. The applicant is proposing an indoor storage facility with maximum heights. Since there are height limitations on commercial buildings, the PUD Master Plan was amended to allow for the proposed indoor storage facility. There are similar height related buildings in the Copeland Industrial Park. Minor amendments were made to street lights in the residential area that shall be operated and maintained by a street light district Homeowner's Association (HOA) or Community Development District (CDD). Rain gardens are being proposed in addition to the pond area and the access point for the commercial parcel was moved further east per requirements from the Department of Transportation (DOT) and Pasco County. He presented two renderings of architectural heights and elements, increased landscape buffering along Chancey Road and plans for a multi-purpose trail on the southside of Chancey Road that will continue to the Tibbetts property. The intersection of Chancey Road and SR-39 was identified as a focal point for the Gateway to the Industrial Corridor. Staff feel this busy intersection is ideal for an indoor storage facility since it will not generate a lot of trips or water demand but will add a significant tax base. He referred to the original conditions shown as an attachment to the original PUD Master Plan that are shown as an attachment and entered into the record for the proposed height allowances for the C2 designated area. Per the Planning Commission's request, the applicant included a rendering of the building to be built as shown and included in the ordinance as an exhibit. The applicant's representative, David Fleming, was present to answer questions. The Site Plan Review Committee, the Planning Commission and staff recommended approval.

Council concurred to move forward.

4. CITY ATTORNEY'S REPORT

4.1 Medical Marijuana Treatment Centers Moratorium

First Reading **ORDINANCE NO. 1484-24 – "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA RELATED TO MEDICAL MARIJUANA TREATMENT CENTERS; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW MEDICAL MARIJUANA TREATMENT CENTERS; SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1484-24 by title. He said the purpose of the moratorium is for staff to reassess the City's position by researching other City's actions relating to an outright ban. If staff recommends a prohibition, a formal ordinance will come before Council for approval. This is a temporary moratorium (12 month) to pause the opening of future Medical Marijuana Treatment Centers.

Jodi Wilkeson moved to approve Ordinance No. 1484-24 Medical Marijuana Treatment Centers Moratorium for a period of 12 months on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

4.2 Municipal Association of Pasco (MAP) Meeting July 25, 2024 - New Port Richey

First Reading **RESOLUTION NO. 825-24 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO**

PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Resolution No. 825-24 by title.

Steve Spina moved to approve Resolution No. 825-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

5. **CITIZEN COMMENTS**

Brad Bush – 4925 20th Street – Zephyrhills, FL

Mr. Bush said he moved to the City of Zephyrhills in 2020 and fell in love with the rural, small town feel and natural beauty. He said the majority of his neighbors have taken an active role in growing their own food to become self-sufficient. He said in June 2023, the City proposed Ordinance No. 1462-23 to set fair and clear guidelines for backyard chickens and

regrettably, the ordinance was not approved. He said the rules and guidelines proposed by the ordinance are detailed and addressed most, if not all the concerns, that were voiced during the public hearing. He said Dade City's chicken ordinance allows up to six (6) hens, the City of Tampa allows up to ten (10) and the City of Lakeland does not restrict the number. He urged Council to reevaluate and approve an ordinance to allow backyard chickens. He said the City already has a fairly sizeable population of wild chickens. Most of the nuisances and concerns that come with chickens are already present. From an economic standpoint, he believes allowing backyard chickens will help support many local feed and animal supply stores along with growing the local supply chain and promoting a bigger sense of community.

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson thanked Mr. Bush for addressing Council.

CITY MANAGER ANNOUNCEMENTS – N/A

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard said he researched the chicken situation on a different issue not too long ago and Hillsborough County and the City of Tampa both have ordinances permitting chickens to reduce the number of wild chickens, forcing citizens to keep chickens on their property. If directed by Council, he has language from other jurisdictions that he did not have previously.

CITY COUNCIL COMMENTS – Councilwoman Wilkeson – N/A

Council Vice President Proctor thanked the Planning Staff who work hard and advised them not to take it personally when he stands against an item that is presented.

Councilman Spina requested to schedule a date for a Budget Workshop.

Finance Director Ted Beason said he senses Council would like to review the capital projects which are currently in raw form. He said the budget is in a rudimentary stage. He believes with the growth in the community, the 6.25 millage rate has served the City well. He does not anticipate increasing the millage rate.

Council concurred to set a Budget Workshop at 3:00 p.m. Monday, July 22, 2024.

Council President Burgess – N/A.

Meeting Adjourned: 8:09 p.m.
Submitted by Lori L. Hillman

Action Item

CONSENT ITEMS 1.2

Approval of June 24, 2024 Regular Meeting Minutes

Issue:

Background:

Attachment(s):

1. M06-24-2024 (1)

Fiscal Impact:

Staff Recommendation:

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on June 24, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (408) 650-3123 - Access Code: 835-642-549.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:23 p.m.

Roll call was taken. Present were members Kenneth Burgess, Steven F. Spina, Ph.D., Lance A. Smith, Charles Proctor and Mayor Melonie Bahr Monson. Jodi Wilkeson was absent. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, CRA Director Gail Hamilton, Utility Director, IT Director Mike Panak, Public Information Officer Kevin Weiss, Historic Preservation Specialist / Community Planner Hunter Gearhart, Planning Director Todd Vande Berg, Code Enforcement Officer Joel Bacon, Enforcement Officer Mike Sutton, Principal Planner Rodney Corriveau, Airport Manager Nathan Coleman, Utilities Director John Bostic, Public Works Director Shane LeBlanc, Building Official Bill Burgess, HR Director Sandra Amerson, Deputy City Clerk Ricardo Quiñones and Airport Executive Assistant Lucy Huber.

Principal Planner Rodney Corriveau delivered the invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 Approval of Agreement Extension With Vortex Services

1.2 Hazmat Mitigation Grant No. 24-24-05 - 10 Emergency Lift Station Generators

Steven Spina moved to approve all Consent Items. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 AdventHealth Future Land Use and Rezoning

First Reading **ORDINANCE NO. 1480-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR A PORTION OF PARCEL 35-25-21001008500-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1480-24 by title.

Planning Director Todd Vande Berg provided background for this item including conditions that will be added.

A public hearing was held and there were no comments from the floor.

Discussion was had by Council about the project density and traffic issues that may be incurred.

Todd Vande Berg said a roundabout is planned for installation at the intersection of Pretty Pond and Wire Road.

City Manager William Poe added that the roundabout should be completed before construction on this project begins.

Steven Spina asked what we can do if the builder is not meeting the design standards set by the Council.

Todd Vande Berg responded that if the City meets with the builder and contractor early on then these conditions can be reiterated.

Steven Spina asked about the current policy on tree preservation and if the builder could put money into a fund, which was confirmed.

Discussion continued around the traffic study, tree preservation and conceptual design plans.

Steven Spina questioned the maximum number of units per acre.

Matthew Maggard clarified that the studies may show that the ponds may need to be bigger and with the mitigation of the trees the builder might lose some space as well, the total number of units might be lower than expected.

City Attorney Matthew Maggard also clarified that the Ordinance being considered has

language describing what conditions would be required for any potential buyer.

Lance Smith moved to approve Ordinance No. 1480-24 on the First Reading. Seconded by Kenneth Burgess after temporarily transferring his title to Charles Proctor.

Joel Tew, land use consultant for Advent Health, spoke from the floor. He explained that the applicant has worked diligently for a year to ensure that this ordinance can move forward to allow them to bring the parcel back to market with the new zoning. This would allow the hospital to liquidate an asset and keep the funds in this community for capital improvements in the hospital.

Motion failed, 2-2 with Steven Spina and Charles Proctor being opposed.

Joel Tew asked if the applicant can request that the Ordinance be brought back for first reading when all Council members are present. City Attorney Matthew Maggard confirmed that the applicate could. Joel Tew requested on behalf of the applicant that this be brought back with a full Council.

Discussion was had regarding the site plan, unit density, tree preservation and what conditions would be acceptable to move forward.

Council President Kenneth Burguess resumed meeting duties and asked City Attorney Matthew Maggard would this item be able to come back as a first reading.

Matthew Maggard confirmed that yes it would come need to come back as a first reading and clarified that any design plan at this point in the process would likely differ as the current plan is a conceptual possibility.

Steven Spina expressed a desire to see a site plan with more clarity on how the trees would be preserved. He stated too many developers have torn down trees, planted some great myrtles and put money into a tree fund. This changes the character of the natural attributes of the community. Spina continued, that he can live with the turn lanes and roundabouts as a solution to traffic concerns, but we (the city) need to start holding our ground on how we want things to look.

Joel Tew responded that the City Council has site plan control and can work with the proposed buyer or developer to customize the final look but expressed his confusion as to why City Council wants the applicant to provide those details now when there is not buyer or developer at this time.

Discussion was had around the unit density that would be allowed if this ordinance passed, versus what the current zoning allows and tree preservation.

Todd Vande Berg stated that once a builder is selected, during the pre-application meeting we can inform them that we will not be able to move forward until we see engineering reports and a preliminary final development plan that shows where the trees and buildings will be located. If the Council is not satisfied with what the builder or developer presents, they can request changes be made.

William Poe added, reading from the ordinance that the max units allowed is 252. They will not be able to exceed that amount.

Matthew Maggard added that council concern where considered and specific language was added to the ordinance to address tree preservation and unit density.

Steven Spina said his concern was the parcel's character, taking into consideration the trees and slope of the land. He does not want it to end up looking like the project on 8th Street. He stated that the property had many trees on it and that in that project the builder removed all the trees. Similarly, builders on Pretty Pond and 301 also removed all the original trees.

Matthew Maggard responded that the ordinance specifically states that any developer will need to follow the city's tree preservation and mitigation ordinance.

Steve Spina said he will get staff to fast track the tree ordinance to ensure we have stronger tree regulations in place.

Discussion was had which concluded in recognizing the motion had failed but that the applicant would bring this back after concerns brought up by council were addressed.

Council President Kenneth Burgess thanked Council for their comments and those in attendance for their patience as they discussed this item.

2.2 Live Local Act Property Tax Exemption - Electing To Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes

First Reading **RESOLUTION NO. 824-24 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES,**

COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."

City Attorney Matthew Maggard read Resolution No. 824-24 by title. A public hearing was held and there were no comments from the floor.

William Poe summarized the memo attached to resolution No. 824-24 and discussion was had.

Lance Smith moved to approve Resolution No. 824-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

3. AIRPORT MANAGER'S REPORT

Airport Manger Nathan Coleman provided an update to the City Council on current airport projects including;

-Contruction of Taxiway Foxtrot
-Runway 119 rehabilitation
-Contruction of two new Box Hangers

Discussion was had regarding the demand for additional hangers and the phasing out due to funding availability for the projects.

Council gave consensus to proceed.

4. CITY MANAGER'S REPORT

1.1 ZEDC Update - Dr. Randy Stovall

Dr. Randy Stovall spoke from the floor and gave an update for this quarter to the city council.

1.2 Code Enforcement Update

Building Official Bill Burguess introduced the update that will present statics on Zephyrhills Code Enforcment activities.

Code Enforcement Officer Joel Bacon narrated the status report presentation. During the section of the presentation regarding unlicensed fences City Manager William Poe asked Building Official Bill Burgess if we are the only entity in Pasco County that issues a permit for fences.

Bill Burgess stated that Pasco County does not issue permits for fences. The County does not have any building standards for fences, so it is considered a zoning issue.

1.3 Krusen Park Bleacher Cover

City Manager William Poe summarized the scope of work for the Bleacher Cover and estimates received $194,359.33 234 from the time of notice to proceed. Staff recommend approving the work order and moving forward.

Steven Spina asked if the work covered extended area for picnic tables.

Public Works Director Shane LeBlanc responded that this unit is just for the bleacher area. It is a design build project that would not have vertical columns blocking the audience's view or presenting a hazard for the football players who may impact the columns.

Steven Spina asked if this project would be completed by February of 2025.

Shane LeBlanc said they would try to speed up the project by working during the winter in the off season. He also added that 10% should be added to the contract price as a contingency for unforeseen conditions.

Steven Spina moved to approve the contract with Centennial Contractors Enteprises.
Seconded by Lance Smith.
Motion passed unanimously, 4-0.

1.4 Discussion on moratorium on medical marijuana dispensaries and car washes.

Staff will work with the City Attorney to bring back a moratorium on those uses for the City Council to vote on with justification.

Steven Spina expressed interest in seeing the justification for a moratorium on these uses. He said he was hesitant to go all in on those, as there are some of these facilities currently operating.

City Attorney Matthew Maggard clarified that the moratorium would be to put a hold on them so that staff can put in stricter requirements or limiting locations or prohibiting completely. The hold would allow space to look at the long-term direction the city would like to go with these industries.

Discussion was had.

City Council gave consensus to move forward.

2. CITIZEN COMMENTS - None

CITY COUNCIL COMMENTS -

Steven Spina presented an email from Pasco about the Urban County Community Development Block Grant program that could be a funding source and open the door to additional programs such as allowing city residents to apply for grants for home improvements based on income. Due to enrollment deadlines, it would require immediate action.

Discussion was had about the merits of this new program and how it compared to the program the City was currently enrolled in. No action was taken due to the deadlines and lack of information.

MAYOR ANNOUNCEMENTS

Mayor Monson asked the council to turn in their City Manager review, so she has time to sit with the HR Director Sandra Amerson and go over them for the formal review. JROTC of Zephyrhills Highschool Battalion sent a token of appreciation for her support. William Poe said that it can be displayed on the second floor.

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe introduced the new Deputy City Clerk Ricardo Quiñones. The appraisal returned for the property at Pretty Pond and Wire Road with Council to consider purchase for park property or the owner will continue with their development. Summerfest, the 4th of July event at Zephyr Park, will be on the 29th of June from 12:00pm to 9:30pm with fireworks around 9:00pm. City Manager will be on vacation from July 8th through July 11th.

Ongoing meetings with Jones Edmond regarding water use permit, the most recent one today. The final draft response to the R.A.I. is in the works with help from Doug Manson. Doug is speaking with Darren, the bureau chief of permitting. Doug represents Evans and Oars Development, the ag wells we are looking to acquire. Partner with City Attorney for language regarding environmental management plan (EMP) location. The wetland levels must be monitored to ensure we do not draw down too far. There is a pond on the Valley Oaks Golf Course. We will put language in the agreement that they will provide us with an easement at the time of approval. They have requested we have a conversation before submitting.

The permit being worked on covers the currently known development. Soon a workshop will be needed to come up with options and alternatives going forward.

Council President Kenneth Burgess requested to have all interested parties attend the next meeting to avoid sending things back and forth three months at a time. William Poe agreed.

CITY ATTORNEY ANNOUNCEMENTS - None

CITY COUNCIL COMMENTS

Steven Spina asked about the impact fees study as he felt it was an important matter. William Poe said that after reviewing the Impact Fees study that was provided, he was concerned that it did not include everything and asked for it to be revised. It should be on the July 8th agenda. Clancey sent a new email

Charles Proctor thanked Code Enforcement for their good work and Airport Manager Nathan Colemen for his hard work. He thanked all the Department Heads and employees that the City has.

Lance Smith said that Nathan Colemen did a great job with his public speaking tonight.

Kenneth Burgess thanked Staff and those in the audience for attending tonight. He said it was a spirit and long meeting tonight. He welcomed Deputy City Clerk Ricardo Quiñones onboard, then apologized that he would have to walk home in the dark.

Mayor Monson said that a member of the community was lost. Johnny “Chief” Harold, Elis Harold’s son, passed away. Funeral service will be held on Saturday and viewing on Friday night.

3. NOTED ITEMS - None

Meeting Adjourned: 8:34 p.m.
Submitted by Ricardo Quiñones

Action Item

CONSENT ITEMS 1.3

Approval of Contract Amendment 41-24-19 for Odyssey Manufacturing Company

Issue:

Odyssey Mfg. is requesting an upward adjustment of their Sodium Hypochlorite solution from $1.35 per gallon to $1.52.

Background:

The City is in the 3rd year of the initial 5-year term of our agreement. Odyssey has provided exceptional service to the Water and Wastewater Divisions by providing high quality Sodium Hypochlorite for disinfection purposes. This increase is very reasonable in spite of all the cost increases Odyssey has seen.

Attachment(s):

1. 41-23-17 Odyssey Manufacturing Company Second Amendment to 41-21-13
2. 41-21-13 Odyssey Manufacturing
3. Odyssey 3rd Amendment Sodium Hypo 8-24
4. 41-24-19 Odyssee Cost Adjustment 24-25 Exhibit A

Fiscal Impact:

The Water and Wastewater Divisions use approximately 70,000 gallons of Sodium Hypochlorite on an annual basis at a cost of $94,500.
This increase will have a fiscal impact of an additional $12,000.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement amendment as presented.

SECOND AMENDMENT TO THE AGREEMENT FOR PURCHASE OF LIQUID SODIUM HYPOCHLORITE - PURCHASE & SERVICE

This First Amendment, made and entered into this 8th day of May, 2023, effective immediately, by and between the **City of Zephyrhills**, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 5335 8th Street, Zephyrhills, Florida 33542, hereinafter referred to as "City", and **Odyssey Manufacturing Company**, a Florida Corporation with offices located at 1484 Massaro Boulevard, Tampa, Florida 33619, hereinafter referred to as "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Liquid Sodium Hypochlorite – Purchase & Service, pursuant to Bid No. 11-21-05 (hereinafter referred to as the "Agreement"), made and entered into by the City and Contractor on the 26th day of April 2021, is hereby amended in the following manner:

Section 4.1 is hereby amended to increase the sodium hypochlorite pricing from $1.10 to $1.35 per gallon on the anniversary date of the Agreement which shall be August 12, 2023. This price increase is made based on Contractor's request dated April 16, 2023, **EXHIBIT A**, which outlined the unprecedented and extraordinary inflationary situation in the world chemical market where prices have increased significantly over the past year.

1. All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.
2. This Second Amendment shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the City and Contractor have signed and executed this First Amendment with an effective date as noted above.

Vendor Legal Representative

25 APRIL 2023

Signature Date

Patrick H. Allman

Print Name

WITNESS

Tiffany Thaxton 4/25/23

Signature Date

Tiffany Thaxton

Print Name

City of Zephyrhills

5-8-23

Lance A. Smith Date
Council President

ATTEST

Lori L. Hillman 5-15-23

Lori L. Hillman Date
City Clerk

41-21-13

FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE OF LIQUID SODIUM HYPOCHLORITE – PURCHASE & SERVICE

This First Amendment, made and entered into this 25th day of April, 2022, effective immediately, by and between the City of Zephyrhills, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 5335 8th Street, Zephyrhills, Florida 33542, hereinafter referred to as "City", and Odyssey Manufacturing Co., a Florida Corporation with offices located at 1484 Massaro, Blvd., Tampa, Florida 33619, hereinafter referred to as "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Liquid Sodium Hypochlorite – Purchase & Service, pursuant to Bid No. 11-21-05 (hereinafter referred to as the "Agreement"), made and entered into by the City and Contractor on the 26th day of April, 2021, is hereby amended in the following manner:

1. Section 4.1 is hereby amended to increase the sodium hypochlorite pricing from $.925 to $1.10 per gallon on the anniversary date of the Agreement which shall be August 12, 2022. This price increase is made based on Contractor's request dated March 30, 2022 which outlined the unprecedented and extraordinary inflationary situation in the world chemical market where prices have increased significantly over the past year.
2. All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.
3. This First Amendment shall be attached to the current Agreement and shall become a part thereof.

END OF AMENDMENT NO. 1

FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE OF LIQUID SODIUM HYPOCHLORITE – PURCHASE & SERVICE

IN WITNESS WHEREOF, the City and Contractor have signed and executed this First Amendment with an effective date as noted above.

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Jodi Wilkeson, Council President

Witness

Attest:
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
ODYSSEY MANUFACTURING CO.

Witness Justine Maville

Patrick H. Allman, General Manager

Witness Miya Marcus

ODYSSEY
MANUFACTURING CO.

March 30, 2022

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Re: **CITY OF ZEPHYRHILLS ITB 11-21-05: FURNISH AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE TO WATER AND WASTEWATER PLANTS**

Encl: (1) PPI Index PCU325180325180S

Dear Ms. Miller,

As you know, the anniversary date of the subject contract is August 12, 2022. The initial term of this contract was for five years and it has automatic renewals thereafter with mutual agreement. Over the past year, chemical prices have exploded. The purpose of this letter is to request a price increase for the second year of the contract effective August 12, 2022 through August 11, 2023 with a change in pricing from $.925 per gallon to $1.10 per gallon.

As you are probably aware, we have been in a period of unprecedented hyper-inflation in the chemical business the past two years. There is no specific Producer Price Index (PPI) Data Table for sodium hypochlorite, but it is a secondary product of the basic inorganic chemical manufacturing index since it is made from chlorine and caustic. In the past twenty-four months of the most currently available data, the index has gone up 76.4%. When the contract was bid last year in April, no one realized the magnitude of the cost increases we would be getting over the past year. In the past twelve months, our electricity costs have increased $1.2 million, our wages have gone up $1 million (we wouldn't have any truck drivers otherwise), our caustic prices have increased by $500,000, our hydrochloric acid costs have gone up $250,000, our fuel costs have gone up $2 million and on and on. All of these items are integral to our manufacturing process or to delivery of the product. Our major raw material is salt and our salt cost has increased considerably in the past year as well. Our proposed price increase is only 18.9% far less than the PPI increase over the past twenty-four months.

As you know, chemical prices have been relatively stable over the past ten years or so. Odyssey won the sodium hypochlorite bid in August 2013 at a unit price of $.90 per gallon and kept that pricing for eight years. In March of 2021, we increased our price to $.925 on a bid. At that time, our prices had begun to rise slightly but no one had any inkling of the inflation that has hit us since then. The events of the past year including the war in Ukraine

have totally changed the dynamics of the world economy resulting in rampant inflation and as such should be treated as a force majeure event that no one could have predicted.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Production Capacity is very limited in the marketplace right now which is also impacting pricing since the demand is greater than the supply.

Sincerely,

Patrick H. Allman
General Manager

C: (1) John Bostic, Utilities

U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Data Retrieval Tools > Multi-Screen

Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022 GO

include graphs include annual averages More Formatting Options

Data extracted on: March 28, 2022 (9:42:38 AM)

PPI Industry Data

Series Id: PCU3251803251804
Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Sodium hydroxide (caustic soda), not seasonally adjusted
Industry: Other basic inorganic chemical manufacturing
Product: Sodium hydroxide (caustic soda)
Base Date: 198012

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016										301.1	311.9	314.4
2017	322.7	339.8	337.0	340.0	338.1	337.6	338.9	348.9	350.7	357.4	373.5	377.9
2018	378.9	430.7	435.6	423.0	440.5	443.4	438.2	436.1	437.1	435.9	423.9	417.6
2019	412.3	411.4	425.2	417.7	411.7	408.6	403.3	404.7	401.5	396.3	392.6	389.6
2020	383.4	375.5	372.9	373.9	381.5	381.7	386.5	387.8	384.0	386.9	374.6	373.2
2021	372.6	371.6	376.1	397.5	381.6	403.9	418.126	426.902	441.086	469.401	475.981(P)	502.066(P)
2022	575.880(P)	585.123(P)										

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

$\frac{\$585.123 - \$371.6}{\$371.6}$

= 57.5% in past 12 months

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CITY OF ZEPHYRHILLS

Liquid Sodium Hypochlorite-Purchase & Service

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this **26th** day of **April, 2021** by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **ODYSSEY MANUFACTURING,** a corporation organized and authorized to do business in the State of Florida, having its principal office at 1484 Massaro Blvd, Tampa, Florida 33619 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Bid 11-21-05, Liquid Sodium Hypochlorite "**Exhibit A**".

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "**Exhibit B**".

2.1.3 Bid 11-21-05, Addenda-**None Issued**.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement is an initial period of five (5) years with an automatic renewal for each year thereafter. Each of the renewal periods is subject to mutual agreement and approval by both the City of Zephyrhills and the Contractor. The effective date of service under this supply agreement shall be approximately August 12, 2021. Either the City of Zephyrhills or the contractor may voluntarily terminate the agreement after the initial term with a ninety (90) day notification of termination has been given.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response, at a rate of **$.925/gallon of Ultrachlor 12.5 Trade Percent Sodium Hypochlorite** attached as Exhibit B. The City will be making ACH payments for this project. (SEE FORMS)

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

Mr. Patrick H. Allman	Principal Representative
Odyssey Manufacturing	Company Name
1484 Massaro Blvd	Company Street Address
Tampa, Florida 33619	City, State, Zip

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR 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.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

13.1 Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

13.2 If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701**. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

Attest: Lori L. Hillman
Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS

W. Alan Knight, Council President

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CONTRACTOR:
ODYSSEY MANUFACTURING

By:
Name: Patrick H. Allman
Title: General Manager

"Exhibit A"

AGENCY:		INVITATION TO BID
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	**AN EQUAL OPPORTUNITY EMPLOYER** FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
11 - 21 - 05	3/7/2021	Liquid Sodium Hypochlorite	BidNet Online-April 9, 2021 before 3 PM

TELE CONFERENCE DATE GoTo Meetng ☐ Strongly Recommended ☒ None

DATE: None Scheduled **TIME:**

Call: **ACCESS CODE:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

Bid Bonds must be received

SITE VISIT: Upon Request

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2021

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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BID RESPONSE FORM

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

Amount of Base Bid **$**_____

Total Contract Sum of Bid in Words: _____

_____

_____

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

Add'l Documents Included:

- ☐ **Bid Form**
- ☐ **Bid Bond/Check**
- ☐ **Company Overview**
- ☐ **Differentiates from Competitors**
- ☐ **Manufacturing Process**
- ☐ **References**
- ☐ **Contract Termination List**
- ☐ **Missed Deliveries Listing**
- ☐ **Test Results**
- ☐ **NSF Sample Results-3yr**
- ☐ **Safety Record-3 yrs**
- ☐ **24 Hr Response**
- ☐ **Bid Bond**
- ☐ **Pg 24-Bid Agreement**
- ☐ **Public Entity Crimes**
- ☐ **E-Verify**
- ☐ **Addenda**
- ☐ **Drug Free**
- ☐ **Non-Collusive**
- ☐ **Errors or Omissions**
- ☐ **No Bid Statement**
- ☐ **Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion**

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: _____ **TITLE:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

BIDDER SIGNATURE: _____ **DATE:** _____

Corporate Seal or Notarization below date

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be **submitted through BidNet Direct electronically before the date and time listed for responses**.

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

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

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

TELE-CONFERENCE: None scheduled for this solicitation.

SITE VISIT: Can be scheduled upon request through BidNet or email kmiller@ci.zephyrhills.fl.us.

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within ten (10) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

Insurance: The Contractor/Vendor shall, prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified.

The policy's expiration date shall exceed the length of the named project/contract. It shall be the responsibility of the Contractor/Vendor to insure that all subcontractors comply with the following insurance requirements:

Insurance Requirements for Subcontractors: Due to the recent difficulties in the insurance market which often makes it impossible for smaller subcontractors to meet the requirements accepted by the general contractor/vendor, the following program is now in effect:

1. The general contractor/vendor will continue to provide insurance coverage as required by the City.
2. The general contractor/vendor will continue to sign a standard Hold Harmless / Indemnification clause.

3. The contract/bid document will simply state that the contractor/vendor is responsible for insuring that his/her subcontractors are adequately insured and that any action taken against the City would be covered under the contractor's or vendor's signed Hold Harmless/Indemnification clause.
4. An exception to #3 would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor/vendor.
5. The City retains the right to require any subcontractor to provide proof of insurance coverage and to request modifications when deemed necessary.

The insurance certificate shall be endorsed by the Contractor's or Vendor's insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

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

INSTRUCTIONS TO BIDDERS

1. ***Proposals***: Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.

2. ***Additional Information or Clarification***: Request for additional information or clarifications must be made in writing and can be e-mailed to kmiller@ci.zephyrhills.fl.us or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing **no later than Friday, April 2, 2021 by 3:00 P.M.**

3. ***Equivalent Brand Names***: When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval no later **than Friday, April 2, 2021 by 3:00 PM.**

4. ***Bidder***: A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

5. ***Proposal Forms***: The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.

6. ***Signature on Proposal***: The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

7. ***Familiarity with Laws***: The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

8. ***Examination of Drawings, Specifications and Site of Work***: The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.

9. ***Qualifications of Bidders***: The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

10. ***Disqualification of Bidders***: No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

11. ***Right to Reject Proposal***: Right is reserved to reject any or all Proposals and to disregard technical errors.

12. ***Return of Proposal Guaranty***: As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.

13. ***Execution of the Agreement***: The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.

14. ***Failure to Execute the Agreement***: Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.

15. ***Withdrawal of Proposal***: A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.

16. ***Interest of Member of or Delegate to Congress.*** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

17. ***Basis of Award***: Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The

City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

18. ***Award of Contract***: The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

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

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

~~***Background Checks***: The City of Zephyrhills reserves the right to process background checks on the successful contractor/vendor. The successful contractor/vendor must contact Lt. Hillen (813-780-0050) to schedule ALL personnel working on this project for a background check PRIOR to the Notice to Proceed~~.

~~***Fingerprinting:*** All contractor/vendor employees will be required to be fingerprinted prior to Notice to Proceed. Contact Lt. Hillen to schedule a convenient time for all personnel working on this service/project to get fingerprinted~~.

~~***Security Awareness Training:*** All contractor/vendor employees are required to complete this training prior to working on this project. Contact the Zephyrhills Police Department Communications Supervisor to schedule the training and test~~.

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

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

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor/Vendor is without fault and the Contractor's or Vendor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor/Vendor shall

not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

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

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

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

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

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

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

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

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

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

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

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

24. ***Claims for Extra Cost***. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. Public Records Requirements & Trade Secret Exemption. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statues. Statutory exemptions for "trade secrets" may be available.

    If you bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the bid number marked on the outside. The city will not accept bids when the entire bid is labeled as a trade secret or confidential.

    All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

    "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art or field to which the subject matter pertains, a trade secret is conserved to be:

    a. Secret;
    b. Of value;
    c. For use or in use by the business; and

    d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have address thereto for limited purposes.

    Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a "trade secret" you agree to defend the City of Zephyrhills (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City of Zephyrhills (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as a "trade secret".

26. ***Termination (Cause and/or Convenience).***
    a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the

other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor/vendor in performing this contract, whether completed or in process.

e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

f. If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

PRELIMINARY MATTERS

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

Before Starting Work: Before starting the work at the site, the Contractor/Vendor shall furnish the City with certificates of insurance and schedules as required by the City and a conference will be held to review the above schedules, to establish procedures for handling Applications for Payment and to establish a

working understanding between the parties as to the Project. Present at the conference will be the City and its representative, the Contractor/Vendor and his Superintendent.

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

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

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor/Vendor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Special Conditions, General Conditions, Specifications, including any Addenda, Drawings, Invitation to Bid and Contractors/Vendors Bid. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or

not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Insurance: Prior to beginning any work hereunder or allowing any Subcontractor to begin any work, the Contractor/Vendor shall procure, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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

If required, the Contractor/Vendor shall furnish at the City's option either (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, laborer, and other person furnishing

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S or VENDOR's RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

The additional drawings and instructions supplied to the Contractor/Vendor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor/Vendor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor/Vendor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work

The supplementary drawings shall be binding upon the Contractor/Vendor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor/Vendor shall be subject to the terms of the agreement.

Shop or Setting Drawings: The Contractor/Vendor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor/Vendor shall make such corrections to the drawings as have been indicated and shall furnish

the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor/Vendor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor/Vendor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

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

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

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

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

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

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

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

SAFETY PLAN

A. It is the contractor's or vendor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.

C. ***Safety Requirements***:

1. The Contractor/Vendor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know /SDS Sheets to the satisfaction of the City prior to commencement of any single job.
2. A Contractor/Vendor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor/Vendor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

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

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

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

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

The Contractor/Vendor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor

and the City or any obligation on the part of the City to pay or to see to the obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor/Vendor on account of specific work done in accordance with schedule of values.

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

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

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

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

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

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

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

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

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

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

Protection of Work and Materials: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor/Vendor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor/Vendor. The Contractor/Vendor shall be responsible for all materials, equipment and supplies sold and delivered to the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor/Vendor shall replace same without cost to the City.

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

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

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

Payments to Contractor/Vendor. (a) At the end of each calendar month during the life of the contract, the engineer will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been completely performed on the part of the contractor/vendor and all parts of the work have been approved by the engineer and accepted by the

owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

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

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

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

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

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

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

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

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

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

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

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

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

Tests and Inspections: All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the

Contractor/Vendor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

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

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

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

A. Secures written consent of the Contractor/Vendor except in the event, in the opinion of the Architect/Engineer, the Contractor/Vendor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.

B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

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

Guarantee and Warranties: Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor/Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor/Vendor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

City May Stop the Work: If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop

the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

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

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

_____ _____

Signature/Print Name/Company Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this_____day of_____A.D. 2021.

_____ (Seal) By: _____

Title: _____

11-21-05 LIQUID SODIUM HYPOCHLORITE

Scope of Work: The City of Zephyrhills is seeking a Contractor to furnish and deliver liquid sodium hypochlorite (12.0 Trade Percent Available Chlorine), FOB destination in accordance with the American Water Works Association's (AWWA) Standard B-300-10 for hypochlorite, except as modified or supplemented herein, to the City of Zephyrhills Water and Wastewater Utilities department. The City of Zephyrhills desires to have one sodium hypochlorite supplier and requests pricing for both bulk, tanker, non-bulk or flatbed deliveries as described in Part 3, D and Part 4 to either the Wastewater Treatment Plant or Water Plants.

FY 2020: **$66,800.00 + / -**

Hours of Operation: 6:00 AM – 5:00 PM, Monday – Friday
Weekend – Available for Emergencies

General Requirements:

F.O.B. Destination: Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Zephyrhills, Florida, with all delivery costs and charges included in the bid price. Failure to do so may cause for rejection of bid. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Acceptance of Supplies: The supplies delivered under this bid shall remain the property of the seller until the City physically inspects the supplies and notifies the bidder in writing of the City's acceptance of the supplies. The supplies must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the supplies provided to the City are found by the City in its sole and absolute discretion to be defective or non-confirming with the specifications, the City reserves the right to cancel the order upon written notice to the bidder and return the supplies to the bidder at the bidder's expenses.

Manufacturer's Certification: The City reserves the right to request from bidders a separate manufacturer's certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or termination of the Contract, for which the bidder must bear full liability. These certificates shall be furnished at no cost to the City.

Default of Contract: In case of default by the bidder, the City may procure the items from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

Part 1. Responses should include:

A. Company Overview. Overview of the Bidder's organization including description of the company, locations, detailed listing of the ownership to include owner's names, subcontractors, account manager and manufacturing locations for this bid.

1. Describe how it compares and differentiates itself from its competitors.
2. Detailed description of its' manufacturing process.

B. Submit at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants within the past five (5) years. The reference list shall provide actual users at water and wastewater plants and not purchasing agents.

C. Provide the names, phone numbers of any customers where it's contract was terminated early (e.g., debarred) for safety, quality or service issues for any product supplied over the past five (5) years.

D. Provide contact names and phone numbers of customers which experienced any missed deliveries which caused the customer to run out of sodium hypochlorite.

E. Product Quality-Third Party Sample Results. Each Bidder shall submit test results taken within thirty (30) days of a 1500 ml "chilled" sample of their product representative of their manufacturing process from the Bidder's manufacturing facility which would serve the customer provided by one of the approved testing laboratories listed in this specification for analysis. The laboratory shall ascertain whether the Bidder's product is in compliance with this specification for available chlorine, percentage of sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, perchlorate, bromated and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder's proposal.

F. Product Quality - NSF Sample Results. Bidders shall submit a copy of their last three (3) years of complete NSF sample results of their product from the manufacturing facility supplying their product which would serve the customer. The City of Zephyrhills shall use these results to ensure compliance with this Specification. The results of the NSF sample analysis shall be submitted with the Bidder's proposal.

G. Product Quality - Other Samples: The City of Zephyrhills reserves the right to take samples from the Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification. Such sample shall be a judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number in either Pasco, Pinellas, Polk or Hillsborough County. Notwithstanding the foregoing, the City of Zephyrhills may choose to obtain a sample from this customer or from any of the Bidder's customers to ensure compliance in accordance with this Specification. In this event, the City of Zephyrhills shall bear the cost of any analysis.

H. Safety Record: The Bidder shall provide a brief overview of its Safety Program. As part of assessing the Bidder's safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of *ALL* of its manufacturing and distribution facilities that serve the Florida market. Additionally, the Bidder shall submit a copy of its OSHA Form 300A logs for the past three (3) years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300A logs for that company as well). The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("Safety Incidents") for all chemicals it delivers or manufacturers for the past five (5) years. The Bidder shall provide a complete copy of its last two (2) Federal and State Department of Transportation (DOT) inspections. The City of Zephyrhills may require a site visit to the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process

I. Emergency Response Capabilities: As part of assessing its Emergency Response capabilities, each prospective Bidder shall submit a list with 24-hour access phone numbers of a degreed engineer (preferably a Chemical Engineer) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations who would provide

emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Such engineer should be located within 100 miles of all of the City of Zephyrhills's facilities. Additionally, Bidder shall provide a detailed description of its other equipment and resources to provide emergency support including copies of any licenses or qualifications. Lastly, Bidder shall submit ten (10) documented instances where it has provided emergency response services outlining the nature of the emergency, the details of the response and contact person who can verify this information

Part 2. Contract Conditions.

A. Term: The initial term of the contract for the liquid sodium hypochlorite shall be for FIVE (5) years ("Initial Term") with an automatic renewal for each year thereafter. Each of the renewal periods is subject to mutual agreement and approval by both the City of Zephyrhills and the Contractor. The effective date of service under this supply agreement shall be approximately August 12, 2021.

B. Pricing: All pricing shall be in terms of a price per gallon (freight prepaid FOB to each the City of Zephyrhills facility). The price of the sodium hypochlorite shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the City of Zephyrhills may consider a price increase in either of the renewal years based on verifiable changes in the marketplace.

C. Termination Clause: Either the City of Zephyrhills or the contractor may voluntarily terminate the agreement after the initial term with a ninety (90) day notification of termination has been given.

D. Payment Terms: NET 45 days.

Part 3. Delivery Requirements.

A. Contractor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of Zephyrhills from running out of sodium hypochlorite in less than 24 hours. The City of Zephyrhills shall endeavor to minimize the number of "emergency" deliveries.

B. All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each City of Zephyrhills facility.

C. Delivery time of day shall be arranged upon placement of order. Deliveries made to unstaffed facilities (all of the water plants) must be coordinated with the City of Zephyrhills so the driver can gain access to the facility.

D. All deliveries of liquid sodium hypochlorite shall be made by properly cleaned vehicles as follows: (1) WWTP: May use either "bulk" or tanker deliveries or smaller "non-bulk" or flatbed truck deliveries; (2) WTP's: "Non-Bulk" or flatbed truck deliveries. Due to tight space requirements at several of the water plants, flatbed truck shall not exceed 37' in length, 9'6" in width and 13' in height for WTP's #3, #4, #5, #10, #11, #12 and 25' in length, 8' in width and 7'6" in height for WTP's #2 and #9. Additionally, the flatbed trucks shall carry 200' of hose to reach the tanks at some of the plants.

E. Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

F. All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various the City of Zephyrhills facilities.

G. The City of Zephyrhills reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

H. The Contractor shall give at least 24 hour notice if delivery dates change.

I. The Contractor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

J. The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Any and all spills are to be reported to the appropriate authority including the City of Zephyrhills Utility department. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Zephyrhills reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

K. The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Zephyrhills may reject a load if the equipment is not properly cleaned. Contractor shall furnish the City of Zephyrhills an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations to the appropriate authority including the City of Zephyrhills Utility department. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City of Zephyrhills will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the City of Zephyrhills's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

L. Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

Contractor's drivers shall display its driver's license and whenever challenged by the City of Zephyrhills during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

M. Delivery Shipments shall be rejected which fail to meet any of the requirements of this Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

Part 4. Delivery Locations.

A. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production and wastewater treatment demands of the City of Zephyrhills.

B. Split deliveries to multiple locations will be coordinated and accepted by the City of Zephyrhills, when possible, to encourage economical delivery of product dependent on storage capacities at time of delivery. However, Bidder should note the Minimum Delivery requirement for each item and be prepared to deliver this quantity when required at no additional cost.

C. Liquid Sodium Hypochlorite consumption at each location is an estimate only and the City of Zephyrhills shall not be bound by these amounts in its contract with Contractor. In FY 2021, the City of Zephyrhills projects to use 60,000 gallons of "bulk" sodium hypochlorite and 14,000 gallons of "non-bulk" sodium hypochlorite.

D. Delivery Locations:

Bulk Locations	Addresses	Storage Capacity	Minimum Delivery	Est.Annual Quantity
Wastewater Treatment Plant	39825 Alston Avenue	2 ea-3150 Gallons	2000 Gallons	60,000 Gallons
WWTP #2	38500 12th Ave-12th Av/11th St	1 ea-100 Gallons	50 Gallons	1000 Gallons
WWTP #3	39150 3rd Av-3rd Av/Beltram Dr	1 ea-170 Gallons	50 Gallons	2,900 Gallons
WWTP #4	3700 15th Av-15th Av/14th Av	1 ea-170 Gallons	50 Gallons	1,800 Gallons
WWTP #5 (By High School)	6217 North 8th St(Henry Dr/8th St	1 ea-100 Gallons	50 Gallons	1,400 Gallons
WWTP #10	8524 23rd St / Richland Rd	1 ea-100 Gallons	50 Gallons	400 Gallons
WWTP #11	Richland Road	1 ea-275 Gallons	50 Gallons	1,000 Gallons
WWTP #12	Richland Road	1 ea-275 Gallons	50 Gallons	1,000 Gallons
NOTE: With the option to expand in the future.				

Part 5. Product Material Requirements

A. Liquid Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

B. It is the responsibility of the Contractor to inform the City of Zephyrhills that its (or its manufacturers as applicable) NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City of Zephyrhills and Contractor.

C. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

D. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

E. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

F. Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,500 mg/L
Perchlorate	< 20 mg/L
Bromate	≤ 20 mg/L

G. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

H. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

Part 6. Quality Assurance, Safety and Training

A. Sampling and Testing. All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: *"The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid*

Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

B. The approved laboratories are listed below for all sampling and testing whether during the bidding period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by the City of Zephyrhills amending this Specification or an amendment to the contract between the City of Zephyrhills and Contractor.

Advanced Environmental Laboratories, Inc.
9610 Princess Palm Avenue
Tampa, Florida 33619
PH: 813-630-9616
FAX: 813-630-4327

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
PH: 813-223-9702
FAX: 813-223-9332
ATTN: Steve Thickett

C. Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of the City of Zephyrhills, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. The City of Zephyrhills will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City of Zephyrhills. The sample shall be considered representative of the lot. The City of Zephyrhills reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by The City of Zephyrhills that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing can't be completed within the 60-minute period, the City of Zephyrhills shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the City of Zephyrhills has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Zephyrhills.

D. Sampling and Test of Shipment After Unloading. The City of Zephyrhills reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Zephyrhills.

E. Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision.

F. Manufacturer's Laboratory Delivery Reports. A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to the City of Zephyrhills.

The report shall contain the following data:
-Date and Time of Manufacture
-Percent by Weight Sodium Hypochlorite
-Percent by Weight Excess Sodium Hydroxide
-Specific Gravity (Referenced to a temperature)
-Suspended Solids Test Time

No deliveries will be accepted by the City of Zephyrhills unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the City of Zephyrhills and Contractor.

G. Quarterly Reports. At the start of the contract and thereafter each quarter, the City of Zephyrhills may utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the City of Zephyrhills. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the City of Zephyrhills at the time of the sample and the City of Zephyrhills shall "chill the sample" and then forward it to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for cancellation of the contract between the City of Zephyrhills and Contractor. The cost of such testing shall be paid by the Contractor and this cost should be included in the Contractor's bid price.

H. Sodium Hypochlorite Tank Cleanings. At any time during the performance of this Agreement, if the City of Zephyrhills has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to the City of Zephyrhills within seven (7) days, unless such timeframe is extended by the City of Zephyrhills. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City of Zephyrhills for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of the City of Zephyrhills. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City of Zephyrhills. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City of Zephyrhills) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City of Zephyrhills and the Contractor.

Part 7. Occupational Health and Safety

A. Contractor Safety Requirements.

1. Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

2. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills to the appropriate authority including the City of Zephyrhills Utility department.

B. Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered form a Contractor, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

1. The Chemical Name and the common name of the toxic substance
2. The hazards and other risks in the use of the toxic substance, including:
3. The potential for fire, explosion, corrosivity and reactivity;
4. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
5. The primary routes of entry and symptoms of overexposure.
6. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
7. The emergency procedure for spills, fire, disposal and first aid.
8. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
9. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
10. Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

C. Emergency Plan of Action and Safety Training.

1. Emergency Plan of Action. Within 30 days of award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the City of Zephyrhills to follow in case an emergency supply of liquid sodium hypochlorite is

needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least one degreed engineer who lives within one hundred (100) miles of the City of Zephyrhills) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold the City of Zephyrhills harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the City of Zephyrhills.

2. Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current City of Zephyrhills operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to the City of Zephyrhills.

3. Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by the City of Zephyrhills in its water treatment and wastewater treatment plants and also to its chemical systems. The Contractor shall provide this assistance at no charge to the City of Zephyrhills.

4. Emergency Response. The Contractor shall provide emergency response to any chemical system emergencies, as needed, for all of the chemicals used by the City of Zephyrhills in its water treatment and wastewater treatment plants. Contractor shall provide this assistance at its quoted rates to the City of Zephyrhills (if such emergency is not caused by Contractor).

Part 8. Termination.

A. Failure to comply with the requirements listed in this bid may be grounds for automatic termination of the Contractor's contract to supply liquid sodium hypochlorite to the City of Zephyrhills. A review will be performed by the City of the Contractor's failure to comply and will determine if termination or another course of action is warranted. If the Contractor fails to comply with the bid requirements three (3) times over the duration of this contract will constitute sufficient grounds for termination of the contract by the City of Zephyrhills. Failures of which can result in termination of the contract, include, but are not limited to:

- FAILURE to deliver in a timely manner
- FAILURE to deliver with proper equipment
- FAILURE of the liquid sodium hypochlorite to meet the Specification at anytime
- FAILURE to provide a certificate of analysis
- FAILURE to comply with the safety and OSHA requirements of the Specification
- FAILURE to provide drivers with company cell phones
- FAILURE to provide licensed drivers listed on the Contractor's CD
- FAILURE to provide requested technical assistance and/or training
- FAILURE to respond in a timely manner to any the City of Zephyrhills emergency.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The Bidder also acknowledges that failure to supply ALL requested documentation listed in this bid document may* result in the Bidder being disqualified. The Bidder's signature understands and acknowledges the requirements set forth in this bid package.

_____ _____

Authorized Signature/Print Name/Company Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. 2021.

_____(Seal) By: _____

Title: _____

Note:** ***Any required documentation listed in Part 1 through 8 will result in the Bidder being disqualified if not supplied.

TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	3-7-2021	Sun	
Teleconference Pre-Bid*	N/A	N/A	10:00 AM
Site Visit**	Upon	Request	11:00 AM
Equivalent/Question Deadline	4-2-2021	Friday	3:00 PM
Response Deadline	4-9-2021	Friday	3:00 PM
Presented to City Council	5-10-2021	Mon	6:00 PM

*Teleconference: None scheduled for this solicitation

**Site Visit: Will be scheduled upon request.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor/Vendor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

as Obligee, hereinafter called the Obligee, in the sum of ----------
----------**Dollars ($),**

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

WHEREAS, The Principal has submitted a bid for
(Here insert full name, address and description of project)

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

Signed and sealed this day of **2021**

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

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

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

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

A. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____
(If the entity has no FEIN, include the Social ro Number of the individual signing this sworn statement:_____.)

B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 2020.Personally or known_____
Or Produced identification_____Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

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

Form PUR 7068 (Rev. 06/18/92)

E-VERIFY CERTIFICATION FORM

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

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

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

CERTIFICATION

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

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

Name of Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

Date: _____

Phone: _____

Email: _____

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

Please send the completed form with your submittal.

11-21-05 LIQUID SODIUM HYPOCHLORITE

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

11-21-05 LIQUID SODIUM HYPOCHLORITE

Errors or Omissions

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

☐ **YES**

☐ **No**

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

REFERENCES

Within the last five (5) years-Minimum 10 references

Reference 1: Company Name:_____

Project Name: _____ Project Amount: $_____
Description:_____
_____
_____
_____
Contact Name: _____Phone:_____
Email:_____Within Budget: YES □ NO □*Explain
_____

Reference 2: Company Name:_____

Project Name: _____ Project Amount: $_____
Description:_____
_____
_____
_____
Contact Name: _____Phone:_____
Email:_____Within Budget: YES □ NO □*Explain
_____

Reference 3: Company Name:_____

Project Name: _____ Project Amount: $_____
Description:_____
_____
_____
_____
Contact Name: _____Phone:_____
Email:_____Within Budget: YES □ NO □*Explain
_____

Reference 4: Company Name:_____

Project Name: _____ Project Amount: $_____
Description:_____
_____
_____
_____
Contact Name: _____Phone:_____
Email:_____Within Budget: YES □ NO □*Explain
_____

Reference 5: Company Name:_____

Project Name: _____ Project Amount: $_____
Description:_____
_____
_____
_____
Contact Name: _____Phone:_____
Email:_____Within Budget: YES □ NO □*Explain

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

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

Vendor: _____
Name of Company – Please Print

Signature: _____
Authorized Company Representative

Name/Title: _____

Address: _____

_____

Date: _____

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: **City of Zephyrhills, Purchasing Office**
5335 8th Street
Zephyrhills, FL 33542

"Exhibit B"

ODYSSEY
MANUFACTURING CO.

April 8, 2021

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Re: **CITY OF ZEPHYRHILLS ITB NO. 11-21-05 FURNISH AND DELIVERY LIQUID SODIUM HYPOCHLORITE TO WATER AND WASTEWATER PLANTS**

Encl:
(1) Bid Forms (Page #1 - 47)
(2) Authority to Sign Letter
(3) Certificate of Insurance
(4) Bid Bond
(5) References
(6) Third Party Laboratory Analysis of Sodium Hypochlorite
(7) NSF Sample Results for past Two Years
(8) Copy of NSF-60 Certification
(9) EPA Settlement Letter
(10) Copy of Odyssey's OSHA Form 300A Logs for Last Three Years
(11) Copy of Hawkins's OSHA Form 300A Logs for Last Three Years
(12) Copy of Odyssey's last two FDOT Inspections

Dear Ms. Miller,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced bid for the sodium hypochlorite. In accordance with your instructions, we are submitting our proposal which includes the "Bid Forms" and all other requested documentation electronically. Odyssey Manufacturing is also pleased to offer the City of Zephyrhills a bid price of $.925 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the initial five (5) year period (NET 30). This price is fixed for one year per the instructions to bidders and ***there are no fuel surcharges, delivery fees or other hidden charges***. This Bid is offered under the terms and conditions outlined in the City of Zephyrhills's Invitation to Bid No. 11-21-05. This proposal is for bulk and non-bulk deliveries to the Utilities Department facilities that are listed in the solicitation. We take no exceptions to the bid documents.

Proposal Forms

The following is a summary of the proposal documents requested information is provided to assist in your Bid Evaluation:

- Bid Forms are Filled Out Properly (Enclosures (1)).
- Enclosure (2) is an Authority to Sign Letter for Patrick H. Allman (Enclosure (2)).
- Enclosure (3) is a certificate of insurance.

- Enclosure (4) is the required Bid Bond.

Company Overview

Odyssey Manufacturing Co. is a Florida Corporation incorporated in Delaware. Our headquarters and primary manufacturing facility are based in an industrial park from U.S. 301 on the east side of Tampa about 24 miles south of the City of Zephyrhills. Our customer base is limited to the State of Florida and over 65% of it is water and wastewater treatment plants. We manufacture sodium hypochlorite at our Tampa facility using a salt-to-bleach manufacturing facility. We also have a second manufacturing facility in Orlando and access to a third hypochlorite manufacturing facility through a sister company in Miami. We also have bleach terminals in Tampa, Lantana and Miami where we get railcars of sodium hypochlorite deliveries from Olin Chemical. Olin is the largest sodium hypochlorite manufacturer in the world, and we are their exclusive distributor for Florida. We also sell a variety of other chemicals including sodium hydroxide, sodium bisulfite, hydrochloric acid and potassium hydroxide. In addition, we have related businesses in the water and wastewater industry serving as the manufacturer's representative for the UGSI PAX Ground Storage Tank Mixer, THM Removal System, Residual Control System and the Process Solutions "Tank Shark" Ground Storage Tank Mixer system and their "MicrOclor" on-site generation equipment. We are also a licensed plumbing and general contractor who specializes in chemical system design, permitting, equipment supply, equipment installation and service work. We have 80 employees of which fourteen are dedicated to our chemical system service division.

The business is owned by Stephen Sidelko (he owns Sentry Industries which is a sodium hypochlorite manufacturer based out of Miami, Florida) and a trust company (that also owns Powell Fabrication who among other things designs and supplies sodium hypochlorite manufacturing plants all over the world).

The City of Zephyrhills would continue to have a dedicated Account Manager will be Andrew Mock, who has been fulfilling this role for the past several years. He can be reached at cellular (813) 340-8728 or e-mail amock@odysseymanufacturing.com. Additionally, other management resources available to the City of Zephyrhills including Patrick H. Allman its General Manager who can be reached at (800) ODYSSEY or cell phone (813) 335-3444. Mr. Allman was Odyssey's first employee and designed and oversaw the construction of Odyssey's Florida manufacturing and distribution facilities. He has personally designed over 3,000 chemical systems and is considered one of the leading experts on chemical systems in the country. Over the years, Mr. Allman has provided extensive technical support and service to the City of Zephyrhills at its various locations.

We will use Hawkins, Inc. to be a subcontractor to deliver our sodium hypochlorite to the water treatment plants. They utilize 35'-long flatbed trucks and have been supplying sodium hypochlorite for Odyssey and corrosion inhibitor to the City of Zephyrhills for the past ten years. Hawkins is a publicly traded company based out of Minneapolis, Minnesota. They have branches in ten locations that serve Florida including Tarrytown, Thomasville, Brooker, Apopka, Labelle, Hollywood, Davenport, Jacksonville, Lynn Haven and Big Pine Key.

How Odyssey Differentiate itself from its Competitors

Odyssey differentiates itself from its competitor in that we are a very service-oriented company. Unlike our competitors, we provide extensive technical assistance and never miss deliveries and care about the quality of our product. We also have a very high level of integrity. First, we are a licensed engineering company specializing in water and wastewater utility solutions. We have six degreed engineers (six more than any other chemical company in Florida) and provide technical support to our

customers. We also have a double-A licensed operator on our staff who is our Operations Manager (Mark Lowenstine, formerly the Polk County Utilities Operations Manager). We are the only chemical provider who is a licensed contractor (we have general, plumbing, mechanical and underground licenses) and provide construction services for our customer's chemical systems. Lastly, you can call us 24/7 and get a live Odyssey employee to answer the phone (no answering services)!

Detailed Description of the Manufacturing Process

Odyssey Manufacturing Co. represents the newest trend in the water treatment business – Chloralkali bleach super-plants as a disinfection alternative. Odyssey Manufacturing manufactures bulk sodium hypochlorite utilizing a Kvaerner Chemetics chlor-alkali plant integrated with a Powell Continuous Bleach Plant. We are focused primarily on municipal and private water and wastewater treatment along with industrial customers. This business was created primarily to serve many the Customers who are switching from chlorine gas to bulk sodium hypochlorite and need a competitively priced, reliable, high quality supply of sodium hypochlorite. As the longest running chlor-alkali manufacturing facility in the United States, we can offer a unique combination of high quality combined with a very competitive cost structure. We make our raw materials (chlorine and caustic) on-site out of purified salt and demineralized water utilizing a membrane cell electrolysis process. Not only does this process result in high quality bleach, but also makes our product cost very competitive as we do not have to pay out of state third parties to make the raw materials for us and have them shipped down by railcar. Additionally, we have manufacturing facilities in Orlando and in Miami where we can pick-up sodium hypochlorite to support our business needs and we get bleach by railcar from Olin's chlor-alkali bleach superplant in Niagara Falls at our Tampa Distribution Center.

Added Value and Service Support

Over the past twenty years of its existence, Odyssey Manufacturing Co. has provided superior service to the water and wastewater industry in Florida including never missing a delivery, providing emergency support on numerous occasions and providing a significant amount of technical assistance. As you know, we are the only chemical manufacturer/distributor that is accessible and open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. As a licensed plumbing and general contractor, Odyssey has performed over thirty-five hundred chemical system installations in the State of Florida and provided extensive service support to its customers to help maintain their chemical systems. We have installed six chemical systems and done a significant amount of service work at the City of Zephyrhills facilities.

Reliability

Odyssey sets the standard for reliability in the marketplace. We have never missed a delivery in over eighteen years of service to the water and wastewater treatment industry. Also, as you know, Odyssey pro-actively topped off all our customer's tanks before every hurricane! Our record is in sharp contrast to other suppliers who routinely miss deliveries and let numerous water and wastewater plants on the east coast run out of product, particularly during the periods leading up to hurricanes.

Quality

Odyssey combines great service with the best quality bleach in Florida. Our sodium hypochlorite is a high strength product (12.5 Trade Percent Available Chlorine) with superior ratio control and without all the impurities that most bleach contains. What this means to you the Customer is:

- Low or zero metal contaminants resulting in significantly slower Product degradation leading to **overall cost savings due to reduced sodium hypochlorite consumption.**
- Lower Maintenance Costs caused by pluggages and wear because of impurities in the bleach.
- Improved Drinking and Effluent Water Quality
- Longer Warranties from your equipment suppliers
- Superior control of excess alkalinity of Product resulting in less overall chemical additional requirements and more stable chemical feed rates.
- Less oxygen formation during storage and handling (e.g., which form bubbles in tank and lines) resulting in reduced downtime and more accurate Cl feed rates.
- Lower levels of sodium chlorate formation resulting in improved water quality and reduced health concerns.
- Significantly lower levels of bromate formation resulting in reduced public health concerns.
- Lower suspended solids resulting in improved water quality and less feeder maintenance.
- Minimal insoluble buildup on the inside of pipes and feeders resulting in better operations of the Customer's system.

References

List of References is attached which includes some Additional References. Also, all references in italics are also references for our subcontractor, Hawkins, Inc. (see enclosure (5)).

Debarments/Early Terminations

Odyssey Manufacturing has never had any early terminations and/or debarments of any contract for any product it sells in the life of the company. Last year, we replaced one of our competitors for the City of Sarasota whose contract was terminated early for service issues (Reference: Verne Hall, Operations Manager, City of Sarasota, 941-365-2200, Ext. 6230. Hawkins, Inc. has never had any early terminations or debarments in Florida for any chemical it sells in the life of the company.

Missed Deliveries

Odyssey has never missed any deliveries of any chemical it supplies since it has been in business. Please call our references to validate this point as well as to get documentation on missed deliveries of our competitors. Hawkins, Inc. has never missed any deliveries either.

Third Party Sample Results

Enclosure (6) is a third-party analysis of Odyssey Sodium Hypochlorite Sample by NovaChem Laboratories one of the approved Laboratories in the Specification. Enclosure (7) is documentation of our last three years of sample results from NSF.

Product Quality/Samples

Odyssey's product is certified to meet ANSI/NSF Standard 60 (see Enclosure (8)). The City of Zephyrhills currently uses Odyssey Manufacturing Co. and Zephyrhills can pull samples from any of

their water treatment or wastewater treatment plants. Additionally, Zephyrhills can pull samples from either of Odyssey's Tampa facilities.

Safety Record

Odyssey Manufacturing Co. has a robust Safety Program that encompasses all Employees. Our Safety Program encompasses training, management oversight, periodic safety meetings and random drug testing. Odyssey Manufacturing Co. is a Drug-Free Workplace and not only tests its new hires but does frequent random drug testing of **ALL** of its employees. This random drug testing program is not commonly done by most contractors and chemical system providers. In addition, Odyssey has an extensive Employee Training Program which covers the following topics:

- Hazard Communications
- Emergency Action Plan
- Personal Protective Equipment
- Lockout Training
- Forklift Training
- Bloodborne Pathogens
- Fire Prevention
- Confined Space Entry
- Respiratory Protection
- Stairway, Scaffolding and Ladder
- Pandemic Flu
- First Aid/CPR
- Safety Orientation
- Hazardous Material Transportation (selected employees)

Each of Odyssey's employees gets basic safety training each year and each of the members of the service team has the 10-hour OSHA card.

Odyssey has one incident with regard to fines, regulatory actions and consent orders relating to the operation of ALL of its manufacturing and distribution facilities since it began operations in March of 2000. This incident was a disagreement with the EPA on whether Odyssey had to file a "Manufacturer's Form R" for the production of chlorine gas under the public's Right to Know laws. Even though we do not manufacture chlorine gas as an end product, Odyssey agreed to pay a fine and file an "EPA Form A" going forward listing zero chlorine releases and emissions from manufacturing sodium hypochlorite from a brine solution. Enclosure (9) is a copy of the final settlement letter from the EPA dated August 6, 2008 is attached. This is a minor administrative matter relating to not filling out a form admitting that we do not have any chlorine gas releases or emissions. This is in sharp contrast to other suppliers who have had significant numbers of fines, regulatory actions and consent orders relating to the operation of all of their facilities caused by actual pollution, chemical releases and spills, serious injuries and other significant safety violations.

Enclosure (10) is a copy of Odyssey's OSHA 300A logs for the past three years. Enclosure (11) is a copy of Hawkins OSHA 300A logs for the past three years. Enclosure (12) is a copy of Odyssey's last two Federal and State Department of Transportation (FDOT) inspections. Hawkins, Inc. has not had any Florida inspections since they began operations in Florida.

Odyssey Manufacturing and Hawkins have had no "Safety Incidents" as defined in your Solicitation in the past five years for any chemical that it sells in the Florida marketplace.

Emergency Support/Response Capabilities

As part of the intended scope of services expected by the City of Zephyrhills under this bid, the Contractor shall provide emergency response services to the City of Zephyrhills with regard to chemical system emergencies and spills. Your first line of defense is your account manager, Andrew Mock, who has over twenty-three years of piping, electrical and instrumentation installation experience with respect to chemical systems. Technical Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State, Michael Azzarella who is a licensed engineer in the State of Florida and was formerly the Utility Director in Polk County (cellular 813-505-5684) or the on-duty Plant Supervisor (800-ODYSSEY).

In addition to engineering support, Odyssey has twelve dedicated service personnel to deal with emergency support. All of these individuals are experienced chemical system plumbers and three are electricians and instrument specialists. Odyssey has eight service trucks, over fifty tractors, over fifty tankers, three lowboy trailers, four service trailers, a 10K lull, a 6K lull, two front end loaders, a skidsteer and a mini excavator.

Odyssey stocks over $10 million worth of spare parts between its manufacturing facility, chemical services business and OSHG business. For example, Lynn Stevens, City of Clearwater Water Production Manager (727-462-6326) called Odyssey on Saturday morning, August 5, 2006 with an emergency. Her RO plant was off-line, and they needed the water production desperately, but they needed a 6" CPVC flange to get started up. Not only did Odyssey respond in two hours but we made the repair for the customer as well. We are probably the only entity in the State of Florida who could have responded in this manner.

Odyssey Manufacturing Co.'s emergency response is exemplified by our actions with regard to a sodium hypochlorite spill at the Hillsborough County Falkenberg WWTP where we responded to a phone call at 0730 and had personnel on site by 0800. The Florida Department of Environmental Protection (FDEP) showed up just prior to Odyssey showing up on-site and when they heard we were overseeing the cleanup they left and said we knew what we were doing. Odyssey's final bill which included not only the cleanup but an analysis of the cause and repairs to the chemical system to prevent recurrence was less than $2,000. We had three personnel on-site during the cleanup and repairs in addition to a visit by an engineer to do an assessment. The assessment was submitted by Hillsborough County to the FDEP (Reference: Joe Rymer, Hillsborough County, Area Manager, 813-442-0459).

Below are some of the other documented emergency support we have provided to our customers as demonstrated by the below instances which are only a small portion of the emergency response we have provided to our customers:

1) 02/05/21 – Hillsborough County Central Water Treatment Plant, responded to sodium hypochlorite spill within an hour of notification and provided repair and cleanup of spill (Reference: Joe Rymer, Hillsborough County, Area Manager, 813-442-0459).

2) 04/17/13 – Northport Water Treatment Plant called and said their caustic tank failed and was slowly leaking out caustic on the ground. Went down the next day and setup temporary 2,550-gallon caustic tank and pumped out leaking caustic tank into temporary tank.

Subsequently, provided detailed engineering analysis on caustic and alum tank replacement options and left temporary tank on-line for them to use in the interim (John Evano, WTP Superintendent, 941-426-1807).

1) 03/28/13 – City of Flagler Beach Water Treatment Plant called, and their existing sodium hypochlorite tank was leaking from the bottom fitting. Went up the next morning and found the tank was cracked and changed out the tank with a new identical Assmann 1,550-gallon sodium hypochlorite tank (Jim Ramer, WTP Superintendent, 386-437-3776).

2) 10/5/12 – On 8/28/2012, City of Flagler Beach Water Treatment Plant called and said their existing 3,000-gallon 93% sulfuric acid tank was leaking on the ground. Odyssey went up the next morning and setup a temporary 2,550-gallon double-walled tank and pumped over the acid into the temporary tank. On 9/05/2012, City of Flagler Beach Water Treatment Plant called and said their other existing 3,000-gallon 93% sulfuric acid tank was leaking on the ground. Odyssey went up the next morning and setup a temporary 2,550-gallon double-walled tank and pumped the acid over into the temporary tank. Inspection of both tanks by Odyssey revealed they were cracked and had to be replaced. Odyssey traced cause of tank failure to incorrect materials of construction for both tanks. Subsequently, on October 5, 2013, Odyssey replaced both tanks with new 3,000-gallon double-walled tanks (Jim Ramer, WTP Superintendent, 386-437-3776).

3) 8/10/11 – Hillsborough County (Glenn Yaney, Operations Manager, 813-448-4090). Customer called at 1400 and stated that the River Oaks WWTP surge tank was within two feet of overflowing and that the plant was at its maximum capacity and flows continued to run into plant from the excessive rains. They stated they had contacted the FDEP about the situation and the FDEP gave them permission to discharge to the creek if the wastewater was chlorinated and de-chlorinated. Setup emergency hypochlorite and bisulfite systems including delivery of the chemicals to a 3,000-gallon tank and was pumping hypochlorite by midnight.

4) 7/22/11 - Got a phone call from Lead Operator at Wesley Center WWTP on Friday night that their clarifier hypochlorite tank was full and leaking bleach out the bottom. Had tanker and crew out early on the following Saturday morning and pumped out tank and took hypochlorite to another plant. Replaced the tank the following Wednesday (Cathy Borden, Chief Operator, 727-991-5613)

5) 9/3/10 – Got a phone call from my driver on Friday night that one of the main hypochlorite tanks at Wesley Center WWTP split upon being filled and was leaking hypochlorite outside containment. Dispatched engineer and crew immediately and pumped out tank thereby preventing a reportable spill. Later, changed out both tanks and redid piping at this location. (Gerald Runge, Chief Operator, 813-991-5613)

6) 04/06/11 - Sent service technician up on an emergency basis the same day of the call to the North St. Johns WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out the bottom fitting after being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and gasket were fine, but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and it passed this test.

7) 3/6/10 - City of Inverness (Gerry Lebeau, Utility Manager, 352-474-9051). Customer called Odyssey on Friday evening 3/5/10 and stated that their tank was leaking badly on the ground.

Odyssey had a crew up there on Saturday morning 3/6/10 which pumped out the sodium hypochlorite to a temporary tank and kept the water plant on service.

8) 1/8/10 – JEA (Mike Richardson, Utility Supervisor, 904-665-6815) Customer called Odyssey on Friday morning that their sodium hypochlorite tank at the Norwood WTP was leaking badly into the containment. Odyssey dispatched a tanker and crew with temporary tank and pumped out the hypochlorite from the bad tank to the tanker. Additionally, Odyssey setup the temporary tank to allow the water plant to maintain continuous disinfection and remain in service.

9) 12/24/09 – Sarasota County Carlton WTP (Jim Conley, Water Production Manager, 352-861-1510) Got a phone call in the morning that their Peace River chlorination line installed several years earlier had broken and they had no way to disinfect the water they were sending out to their system from Peace River. Odyssey immediately dispatched a crew and had located and repaired the leak by that evening.

10) 10/18/09 – Town of Lantana (Clyde Ali, WTP Superintendent, 561-540-5751) Odyssey received a phone call on Sunday morning requesting an immediate emergency delivery to the Town of Lantana Water Plant to keep them from issuing a boiled water notice because their regular supplier had failed to make a delivery for over a week. Odyssey provided a delivery to the plant on three hours' notice.

11) 1/23/09 – City of Eustis WWTP (Rick Hoeben, WWTP Superintendent, 352-357-3777) Got a phone call that new sodium hypochlorite tank installed by Contractor was filled and leaking badly. Immediately dispatched tanker and crew with temporary tank and pumped out their tank to a temporary tank thereby avoiding a reportable spill. Came back and troubleshot problem and found that the contractor had cross-threaded the bolts on the bottom flange fitting and made confined space entry and did repair for the City of Eustis.

12) 5/11/08 – Orange County Econ WTP (Carlos Torres, Orange County, Production Section Water Superintendent, 407-254-9500/5505) Odyssey received a phone call on Sunday morning that they would have to issue a boiled water notice if they could not get a sodium hypochlorite deliver because their regular supplier had failed to make a delivery for a week, and they were unable to get them to come despite repeated phone calls.

Thank you for your consideration. Please call our customers to compare Odyssey Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to the City of Zephyrhills for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for **all** of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. Lastly, we agree to provide unlimited technical assistance. We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or off of a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com.

Sincerely,

Patrick H. Allman
General Manager

AGENCY:		INVITATION TO BID
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
11 - 21 - 05	3/7/2021	Liquid Sodium Hypochlorite	BidNet Online-April 9, 2021 before 3 PM

TELE CONFERENCE DATE GoTo Meetng ☐ Strongly Recommended ☒ None
DATE: None Scheduled **TIME:**
Call: **ACCESS CODE:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED
Bid Bonds must be received

SITE VISIT: Upon Request

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS: Odyssey Manufacturing Company
1484 Massaro Blvd., Tampa, Fl. 33619

If returning as a "NO" state reason:

TELPHONE NUMBER: 813/635-0339

EMAIL ADDRESS: pallman@odysseymanufacturing.com

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 65-0846345

X

AUTHORIZED SIGNATURE

Patrick Allman, General Manager

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26 day of March, 2021
Personally known: ☒ Or produced identification: ☐
Type of ID: _____

Marjorie Kathryn O'Donnell — Florida
Notary Signature — State
My commission expires: 3/5/2024

AFFIX NOTARY STAMP BELOW

MARJORIE KATHRYN O'DONNELL
Notary Public - State of Florida
Commission # GG 959321
My Comm. Expires Mar 5, 2024
Bonded through National Notary Assn.

BONDS

An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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11-21-05 LIQUID SODIUM HYPOCHLORITE

BID RESPONSE FORM

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

Amount of Base Bid $ 68,450.00

($.925/gallon)(74,000 gallon) = $68,450.00

Total Contract Sum of Bid in Words: Sixty Eight Thousand Four Hundred and Fifty Dollars which equates to Ninety Two and One Half Cents Per Gallon.

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

Add'l Documents Included:

- [X] Bid Form
- [X] Bid Bond/Check
- [X] Company Overview
- [X] Differentiates from Competitors
- [X] Manufacturing Process
- [X] References
- [X] Contract Termination List
- [X] Missed Deliveries Listing
- [X] Test Results
- [X] NSF Sample Results-3yr
- [X] Safety Record-3 yrs
- [X] 24 Hr Response
- [X] Bid Bond
- [X] Pg 24-Bid Agreement
- [X] Public Entity Crimes
- [X] E-Verify
- [X] Addenda
- [X] Drug Free
- [X] Non-Collusive
- [X] Errors or Omissions
- [X] No Bid Statement
- [X] Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: Patrick Allman **TITLE:** General Manager

ADDRESS: Odyssey Mfg. Co. 1484 Massaro Blvd., Tampa, Fl. 33619

PHONE: 813/635-0339 **FAX:** 813/630-2589

E-MAIL ADDRESS: pallman@odysseymanufacturing.com

BIDDER SIGNATURE: _____ **DATE:** 3/26/2021

Corporate Seal or Notarization below date

ODYSSEY MANUFACTURING CO. CORPORATE SEAL 1988 DELAWARE

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be **submitted through BidNet Direct electronically before the date and time listed for responses**.

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

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

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

TELE-CONFERENCE: None scheduled for this solicitation.

SITE VISIT: Can be scheduled upon request through BidNet or email kmiller@ci.zephyrhills.fl.us.

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within ten (10) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

Insurance: The Contractor/Vendor shall, prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified.

The policy's expiration date shall exceed the length of the named project/contract. It shall be the responsibility of the Contractor/Vendor to insure that all subcontractors comply with the following insurance requirements:

Insurance Requirements for Subcontractors: Due to the recent difficulties in the insurance market which often makes it impossible for smaller subcontractors to meet the requirements accepted by the general contractor/vendor, the following program is now in effect:

1. The general contractor/vendor will continue to provide insurance coverage as required by the City.
2. The general contractor/vendor will continue to sign a standard Hold Harmless / Indemnification clause.

3. The contract/bid document will simply state that the contractor/vendor is responsible for insuring that his/her subcontractors are adequately insured and that any action taken against the City would be covered under the contractor's or vendor's signed Hold Harmless/Indemnification clause.
4. An exception to #3 would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor/vendor.
5. The City retains the right to require any subcontractor to provide proof of insurance coverage and to request modifications when deemed necessary.

The insurance certificate shall be endorsed by the Contractor's or Vendor's insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

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

INSTRUCTIONS TO BIDDERS

1. ***Proposals***: Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.

2. ***Additional Information or Clarification***: Request for additional information or clarifications must be made in writing and can be e-mailed to kmiller@ci.zephyrhills.fl.us or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing **no later than Friday, April 2, 2021 by 3:00 P.M.**

3. ***Equivalent Brand Names***: When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval no later **than Friday, April 2, 2021 by 3:00 PM.**

4. ***Bidder***: A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

5. ***Proposal Forms***: The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.

6. ***Signature on Proposal***: The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

7. ***Familiarity with Laws***: The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

8. ***Examination of Drawings, Specifications and Site of Work***: The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.

9. ***Qualifications of Bidders***: The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

10. ***Disqualification of Bidders***: No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

11. ***Right to Reject Proposal***: Right is reserved to reject any or all Proposals and to disregard technical errors.

12. ***Return of Proposal Guaranty***: As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.

13. ***Execution of the Agreement***: The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.

14. ***Failure to Execute the Agreement***: Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.

15. ***Withdrawal of Proposal***: A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.

16. ***Interest of Member of or Delegate to Congress.*** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

17. ***Basis of Award***: Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The

City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

18. ***Award of Contract***: The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

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

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

~~***Background Checks***: The City of Zephyrhills reserves the right to process background checks on the successful contractor/vendor. The successful contractor/vendor must contact Lt. Hillen (813-780-0050) to schedule ALL personnel working on this project for a background check PRIOR to the Notice to Proceed~~.

~~***Fingerprinting***: All contractor/vendor employees will be required to be fingerprinted prior to Notice to Proceed. Contact Lt. Hillen to schedule a convenient time for all personnel working on this service/project to get fingerprinted~~.

~~***Security Awareness Training:*** All contractor/vendor employees are required to complete this training **prior** to working on this project. Contact the Zephyrhills Police Department Communications Supervisor to schedule the training and test~~.

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

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

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor/Vendor is without fault and the Contractor's or Vendor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor/Vendor shall

not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

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

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

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

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

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

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

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

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

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

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

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

24. ***Claims for Extra Cost***. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. Public Records Requirements & Trade Secret Exemption. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statues. Statutory exemptions for "trade secrets" may be available.

    If you bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the bid number marked on the outside. The city will not accept bids when the entire bid is labeled as a trade secret or confidential.

    All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

    "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art or field to which the subject matter pertains, a trade secret is conserved to be:

    a. Secret;
    b. Of value;
    c. For use or in use by the business; and

    d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have address thereto for limited purposes.

    Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a "trade secret" you agree to defend the City of Zephyrhills (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City of Zephyrhills (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as a "trade secret".

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

    a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the

other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor/vendor in performing this contract, whether completed or in process.

e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

f. If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

PRELIMINARY MATTERS

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

Before Starting Work: Before starting the work at the site, the Contractor/Vendor shall furnish the City with certificates of insurance and schedules as required by the City and a conference will be held to review the above schedules, to establish procedures for handling Applications for Payment and to establish a

working understanding between the parties as to the Project. Present at the conference will be the City and its representative, the Contractor/Vendor and his Superintendent.

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

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

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor/Vendor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Special Conditions, General Conditions, Specifications, including any Addenda, Drawings, Invitation to Bid and Contractors/Vendors Bid. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or

not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Insurance: Prior to beginning any work hereunder or allowing any Subcontractor to begin any work, the Contractor/Vendor shall procure, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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

If required, the Contractor/Vendor shall furnish at the City's option either (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, laborer, and other person furnishing

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S or VENDOR's RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

The additional drawings and instructions supplied to the Contractor/Vendor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor/Vendor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor/Vendor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work

The supplementary drawings shall be binding upon the Contractor/Vendor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor/Vendor shall be subject to the terms of the agreement.

Shop or Setting Drawings: The Contractor/Vendor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor/Vendor shall make such corrections to the drawings as have been indicated and shall furnish

the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor/Vendor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor/Vendor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

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

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

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

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

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

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

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

SAFETY PLAN

A. It is the contractor's or vendor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.

C. ***Safety Requirements***:

1. The Contractor/Vendor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know /SDS Sheets to the satisfaction of the City prior to commencement of any single job.
2. A Contractor/Vendor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor/Vendor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

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

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

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

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

The Contractor/Vendor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor

and the City or any obligation on the part of the City to pay or to see to the obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor/Vendor on account of specific work done in accordance with schedule of values.

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

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

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

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

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

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

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

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

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

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

Protection of Work and Materials: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor/Vendor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor/Vendor. The Contractor/Vendor shall be responsible for all materials, equipment and supplies sold and delivered to the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor/Vendor shall replace same without cost to the City.

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

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

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

Payments to Contractor/Vendor. (a) At the end of each calendar month during the life of the contract, the engineer will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been completely performed on the part of the contractor/vendor and all parts of the work have been approved by the engineer and accepted by the

owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

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

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

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

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

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

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

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

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

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

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

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

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

Tests and Inspections: All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the

Contractor/Vendor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

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

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

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

A. Secures written consent of the Contractor/Vendor except in the event, in the opinion of the Architect/Engineer, the Contractor/Vendor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.

B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

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

Guarantee and Warranties: Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor/Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor/Vendor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

City May Stop the Work: If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop

the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

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

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

Patrick H. Allmon Odyssey Manufacturing Co. 3-9-2021

Signature/Print Name/Company Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of March A.D. 2021.

_____ (Seal) By: _____

Title: Secretary

11-21-05 LIQUID SODIUM HYPOCHLORITE

Scope of Work: The City of Zephyrhills is seeking a Contractor to furnish and deliver liquid sodium hypochlorite (12.0 Trade Percent Available Chlorine), FOB destination in accordance with the American Water Works Association's (AWWA) Standard B-300-10 for hypochlorite, except as modified or supplemented herein, to the City of Zephyrhills Water and Wastewater Utilities department. The City of Zephyrhills desires to have one sodium hypochlorite supplier and requests pricing for both bulk, tanker, non-bulk or flatbed deliveries as described in Part 3, D and Part 4 to either the Wastewater Treatment Plant or Water Plants.

FY 2020: **$66,800.00 + / -**

Hours of Operation: 6:00 AM – 5:00 PM, Monday – Friday
Weekend – Available for Emergencies

General Requirements:

F.O.B. Destination: Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Zephyrhills, Florida, with all delivery costs and charges included in the bid price. Failure to do so may cause for rejection of bid. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Acceptance of Supplies: The supplies delivered under this bid shall remain the property of the seller until the City physically inspects the supplies and notifies the bidder in writing of the City's acceptance of the supplies. The supplies must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the supplies provided to the City are found by the City in its sole and absolute discretion to be defective or non-confirming with the specifications, the City reserves the right to cancel the order upon written notice to the bidder and return the supplies to the bidder at the bidder's expenses.

Manufacturer's Certification: The City reserves the right to request from bidders a separate manufacturer's certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or termination of the Contract, for which the bidder must bear full liability. These certificates shall be furnished at no cost to the City.

Default of Contract: In case of default by the bidder, the City may procure the items from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

Part 1. Responses should include:

A. Company Overview. Overview of the Bidder's organization including description of the company, locations, detailed listing of the ownership to include owner's names, subcontractors, account manager and manufacturing locations for this bid.

1. Describe how it compares and differentiates itself from its competitors.
2. Detailed description of its' manufacturing process.

B. Submit at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants within the past five (5) years. The reference list shall provide actual users at water and wastewater plants and not purchasing agents.

C. Provide the names, phone numbers of any customers where it's contract was terminated early (e.g., debarred) for safety, quality or service issues for any product supplied over the past five (5) years.

D. Provide contact names and phone numbers of customers which experienced any missed deliveries which caused the customer to run out of sodium hypochlorite.

E. Product Quality-Third Party Sample Results. Each Bidder shall submit test results taken within thirty (30) days of a 1500 ml "chilled" sample of their product representative of their manufacturing process from the Bidder's manufacturing facility which would serve the customer provided by one of the approved testing laboratories listed in this specification for analysis. The laboratory shall ascertain whether the Bidder's product is in compliance with this specification for available chlorine, percentage of sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, perchlorate, bromated and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder's proposal.

F. Product Quality - NSF Sample Results. Bidders shall submit a copy of their last three (3) years of complete NSF sample results of their product from the manufacturing facility supplying their product which would serve the customer. The City of Zephyrhills shall use these results to ensure compliance with this Specification. The results of the NSF sample analysis shall be submitted with the Bidder's proposal.

G. Product Quality - Other Samples: The City of Zephyrhills reserves the right to take samples from the Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification. Such sample shall be a judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number in either Pasco, Pinellas, Polk or Hillsborough County. Notwithstanding the foregoing, the City of Zephyrhills may choose to obtain a sample from this customer or from any of the Bidder's customers to ensure compliance in accordance with this Specification. In this event, the City of Zephyrhills shall bear the cost of any analysis.

H. Safety Record: The Bidder shall provide a brief overview of its Safety Program. As part of assessing the Bidder's safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of *ALL* of its manufacturing and distribution facilities that serve the Florida market. Additionally, the Bidder shall submit a copy of its OSHA Form 300A logs for the past three (3) years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300A logs for that company as well). The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("Safety Incidents") for all chemicals it delivers or manufacturers for the past five (5) years. The Bidder shall provide a complete copy of its last two (2) Federal and State Department of Transportation (DOT) inspections. The City of Zephyrhills may require a site visit to the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process

I. Emergency Response Capabilities: As part of assessing its Emergency Response capabilities, each prospective Bidder shall submit a list with 24-hour access phone numbers of a degreed engineer (preferably a Chemical Engineer) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations who would provide

emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Such engineer should be located within 100 miles of all of the City of Zephyrhills's facilities. Additionally, Bidder shall provide a detailed description of its other equipment and resources to provide emergency support including copies of any licenses or qualifications. Lastly, Bidder shall submit ten (10) documented instances where it has provided emergency response services outlining the nature of the emergency, the details of the response and contact person who can verify this information

Part 2. Contract Conditions.

A. Term: The initial term of the contract for the liquid sodium hypochlorite shall be for FIVE (5) years ("Initial Term") with an automatic renewal for each year thereafter. Each of the renewal periods is subject to mutual agreement and approval by both the City of Zephyrhills and the Contractor. The effective date of service under this supply agreement shall be approximately August 12, 2021.

B. Pricing: All pricing shall be in terms of a price per gallon (freight prepaid FOB to each the City of Zephyrhills facility). The price of the sodium hypochlorite shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the City of Zephyrhills may consider a price increase in either of the renewal years based on verifiable changes in the marketplace.

C. Termination Clause: Either the City of Zephyrhills or the contractor may voluntarily terminate the agreement after the initial term with a ninety (90) day notification of termination has been given.

D. Payment Terms: NET 45 days.

Part 3. Delivery Requirements.

A. Contractor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of Zephyrhills from running out of sodium hypochlorite in less than 24 hours. The City of Zephyrhills shall endeavor to minimize the number of "emergency" deliveries.

B. All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each City of Zephyrhills facility.

C. Delivery time of day shall be arranged upon placement of order. Deliveries made to unstaffed facilities (all of the water plants) must be coordinated with the City of Zephyrhills so the driver can gain access to the facility.

D. All deliveries of liquid sodium hypochlorite shall be made by properly cleaned vehicles as follows: (1) WWTP: May use either "bulk" or tanker deliveries or smaller "non-bulk" or flatbed truck deliveries; (2) WTP's: "Non-Bulk" or flatbed truck deliveries. Due to tight space requirements at several of the water plants, flatbed truck shall not exceed 37' in length, 9'6" in width and 13' in height for WTP's #3, #4, #5, #10, #11, #12 and 25' in length, 8' in width and 7'6" in height for WTP's #2 and #9. Additionally, the flatbed trucks shall carry 200' of hose to reach the tanks at some of the plants.

E. Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

F. All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various the City of Zephyrhills facilities.

G. The City of Zephyrhills reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

H. The Contractor shall give at least 24 hour notice if delivery dates change.

I. The Contractor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

J. The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Any and all spills are to be reported to the appropriate authority including the City of Zephyrhills Utility department. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Zephyrhills reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

K. The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Zephyrhills may reject a load if the equipment is not properly cleaned. Contractor shall furnish the City of Zephyrhills an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations to the appropriate authority including the City of Zephyrhills Utility department. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City of Zephyrhills will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the City of Zephyrhills's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

L. Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

Contractor's drivers shall display its driver's license and whenever challenged by the City of Zephyrhills during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

M. Delivery Shipments shall be rejected which fail to meet any of the requirements of this Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

Part 4. Delivery Locations.

A. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production and wastewater treatment demands of the City of Zephyrhills.

B. Split deliveries to multiple locations will be coordinated and accepted by the City of Zephyrhills, when possible, to encourage economical delivery of product dependent on storage capacities at time of delivery. However, Bidder should note the Minimum Delivery requirement for each item and be prepared to deliver this quantity when required at no additional cost.

C. Liquid Sodium Hypochlorite consumption at each location is an estimate only and the City of Zephyrhills shall not be bound by these amounts in its contract with Contractor. In FY 2021, the City of Zephyrhills projects to use 60,000 gallons of "bulk" sodium hypochlorite and 14,000 gallons of "non-bulk" sodium hypochlorite.

D. Delivery Locations:

Bulk Locations	Addresses	Storage Capacity	Minimum Delivery	Est.Annual Quantity
Wastewater Treatment Plant	39825 Alston Avenue	2 ea-3150 Gallons	2000 Gallons	60,000 Gallons
WWTP #2	38500 12th Ave-12th Av/11th St	1 ea-100 Gallons	50 Gallons	1000 Gallons
WWTP #3	39150 3rd Av-3rd Av/Beltram Dr	1 ea-170 Gallons	50 Gallons	2,900 Gallons
WWTP #4	3700 15th Av-15th Av/14th Av	1 ea-170 Gallons	50 Gallons	1,800 Gallons
WWTP #5 (By High School)	6217 North 8th St(Henry Dr/8th St	1 ea-100 Gallons	50 Gallons	1,400 Gallons
WWTP #10	8524 23rd St / Richland Rd	1 ea-100 Gallons	50 Gallons	400 Gallons
WWTP #11	Richland Road	1 ea-275 Gallons	50 Gallons	1,000 Gallons
WWTP #12	Richland Road	1 ea-275 Gallons	50 Gallons	1,000 Gallons
NOTE: With the option to expand in the future.				

Part 5. Product Material Requirements

A. Liquid Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

B. It is the responsibility of the Contractor to inform the City of Zephyrhills that its (or its manufacturers as applicable) NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City of Zephyrhills and Contractor.

C. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

D. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

E. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

F. Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,500 mg/L
Perchlorate	< 20 mg/L
Bromate	≤ 20 mg/L

G. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

H. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

Part 6. Quality Assurance, Safety and Training

A. Sampling and Testing. All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: *"The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid*

Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

B. The approved laboratories are listed below for all sampling and testing whether during the bidding period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by the City of Zephyrhills amending this Specification or an amendment to the contract between the City of Zephyrhills and Contractor.

Advanced Environmental Laboratories, Inc.
9610 Princess Palm Avenue
Tampa, Florida 33619
PH: 813-630-9616
FAX: 813-630-4327

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
PH: 813-223-9702
FAX: 813-223-9332
ATTN: Steve Thickett

C. Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of the City of Zephyrhills, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. The City of Zephyrhills will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City of Zephyrhills. The sample shall be considered representative of the lot. The City of Zephyrhills reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by The City of Zephyrhills that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing can't be completed within the 60-minute period, the City of Zephyrhills shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the City of Zephyrhills has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Zephyrhills.

D. Sampling and Test of Shipment After Unloading. The City of Zephyrhills reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Zephyrhills.

E. Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision.

F. Manufacturer's Laboratory Delivery Reports. A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to the City of Zephyrhills.

The report shall contain the following data:
-Date and Time of Manufacture
-Percent by Weight Sodium Hypochlorite
-Percent by Weight Excess Sodium Hydroxide
-Specific Gravity (Referenced to a temperature)
-Suspended Solids Test Time

No deliveries will be accepted by the City of Zephyrhills unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the City of Zephyrhills and Contractor.

G. Quarterly Reports. At the start of the contract and thereafter each quarter, the City of Zephyrhills may utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the City of Zephyrhills. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the City of Zephyrhills at the time of the sample and the City of Zephyrhills shall "chill the sample" and then forward it to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for cancellation of the contract between the City of Zephyrhills and Contractor. The cost of such testing shall be paid by the Contractor and this cost should be included in the Contractor's bid price.

H. Sodium Hypochlorite Tank Cleanings. At any time during the performance of this Agreement, if the City of Zephyrhills has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to the City of Zephyrhills within seven (7) days, unless such timeframe is extended by the City of Zephyrhills. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City of Zephyrhills for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of the City of Zephyrhills. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City of Zephyrhills. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City of Zephyrhills) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City of Zephyrhills and the Contractor.

Part 7. Occupational Health and Safety

A. Contractor Safety Requirements.

1. Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

2. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills to the appropriate authority including the City of Zephyrhills Utility department.

B. Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered form a Contractor, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

1. The Chemical Name and the common name of the toxic substance
2. The hazards and other risks in the use of the toxic substance, including:
3. The potential for fire, explosion, corrosivity and reactivity;
4. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
5. The primary routes of entry and symptoms of overexposure.
6. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
7. The emergency procedure for spills, fire, disposal and first aid.
8. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
9. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
10. Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

C. Emergency Plan of Action and Safety Training.

1. Emergency Plan of Action. Within 30 days of award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the City of Zephyrhills to follow in case an emergency supply of liquid sodium hypochlorite is

needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least one degreed engineer who lives within one hundred (100) miles of the City of Zephyrhills) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold the City of Zephyrhills harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the City of Zephyrhills.

2. Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current City of Zephyrhills operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to the City of Zephyrhills.

3. Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by the City of Zephyrhills in its water treatment and wastewater treatment plants and also to its chemical systems. The Contractor shall provide this assistance at no charge to the City of Zephyrhills.

4. Emergency Response. The Contractor shall provide emergency response to any chemical system emergencies, as needed, for all of the chemicals used by the City of Zephyrhills in its water treatment and wastewater treatment plants. Contractor shall provide this assistance at its quoted rates to the City of Zephyrhills (if such emergency is not caused by Contractor).

Part 8. Termination.

A. Failure to comply with the requirements listed in this bid may be grounds for automatic termination of the Contractor's contract to supply liquid sodium hypochlorite to the City of Zephyrhills. A review will be performed by the City of the Contractor's failure to comply and will determine if termination or another course of action is warranted. If the Contractor fails to comply with the bid requirements three (3) times over the duration of this contract will constitute sufficient grounds for termination of the contract by the City of Zephyrhills. Failures of which can result in termination of the contract, include, but are not limited to:

- FAILURE to deliver in a timely manner
- FAILURE to deliver with proper equipment
- FAILURE of the liquid sodium hypochlorite to meet the Specification at anytime
- FAILURE to provide a certificate of analysis
- FAILURE to comply with the safety and OSHA requirements of the Specification
- FAILURE to provide drivers with company cell phones
- FAILURE to provide licensed drivers listed on the Contractor's CD
- FAILURE to provide requested technical assistance and/or training
- FAILURE to respond in a timely manner to any the City of Zephyrhills emergency.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The Bidder also acknowledges that failure to supply ALL requested documentation listed in this bid document may* result in the Bidder being disqualified. The Bidder's signature understands and acknowledges the requirements set forth in this bid package.

Patrick H. Allman / Odyssey Manufacturing Co. 3-9-2021

Authorized Signature/Print Name/Company Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of March A.D. 2021.

ODYSSEY MANUFACTURING CO. SEAL DELAWARE

_____(Seal) By: _____

Title: Secretary

Note:** ***Any required documentation listed in Part 1 through 8 will result in the Bidder being disqualified if not supplied.

11-21-05 LIQUID SODIUM HYPOCHLORITE

TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	3-7-2021	Sun	
Teleconference Pre-Bid*	N/A	N/A	10:00 AM
Site Visit**	Upon	Request	11:00 AM
Equivalent/Question Deadline	4-2-2021	Friday	3:00 PM
Response Deadline	4-9-2021	Friday	3:00 PM
Presented to City Council	5-10-2021	Mon	6:00 PM

*Teleconference: None scheduled for this solicitation

**Site Visit: Will be scheduled upon request.

(Attached)

11-21-05 LIQUID SODIUM HYPOCHLORITE

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor/Vendor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

as Obligee, hereinafter called the Obligee, in the sum of ----------
----------**Dollars ($),**

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

WHEREAS, The Principal has submitted a bid for
(Here insert full name, address and description of project)

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

Signed and sealed this day of **2021**

_____
(Witness)

_____
(Principal) (Seal)

_____
(Title)

_____
(Witness)

_____
(Surety) (Seal)

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

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

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

A. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____
(If the entity has no FEIN, Include the Social ro Number of the individual signing this sworn statement:_____.)

B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 26th day of March 2021
_____, 2021 (Personally) or known_____
Or Produced identification_____Notary Public – State of Florida

_____
My commission expires 11/4/23
(Type of Identification)

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

MICHAEL P AZZARELLA
Commission # GG 352588
Expires November 4, 2023
Bonded Thru Budget Notary Services

Form PUR 7068 (Rev. 06/18/92)

E-VERIFY CERTIFICATION FORM

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

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

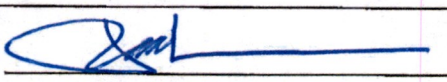
Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification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

CERTIFICATION

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

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

Name of Company: Odyssey Manufacturing Company

Authorized Signature: 

Printed Name/Title: Patrick Allman, General Manager

Address: 1484 Massaro Blvd., Tampa, Fl. 33619

Date: 3/26/2021

Phone: 813/635-0339

Email: pallman@odysseymanufacturing.com

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

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

4.3.21

_____

Signature/Date **(Executed by Corporate Authority)**

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that Odyssey Manufacturing Company (Name of Business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

3.9.2021

Date

PUR062.036
re. 10/97

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Hillsborough

Patrick Allman, being first duly sworn, deposes and says that he/she is

General Manager, the party making the fore-going submittal of qualifications or bid that such submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

Odyssey Manufacturing Company *(Company Name)*

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 26th day of March 2021
by
Patrick Allman, GM *(name and title of corporate officer)*
of Odyssey Manufacturing Company *(Name of Corporation),*
a Delaware *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Marjorie Kathryn O'Donnell *(Signature line for notary public)*

Marjorie Kathryn O'Donnell *(Name of notary type, printed or stamped)*

Notary *(Title or rank)*

My commission expires: 3/5/2024
Serial number, if any GG 959321

MARJORIE KATHRYN O'DONNELL
Notary Public - State of Florida
Commission # GG 959321
My Comm. Expires Mar 5, 2024
Bonded through National Notary Assn.

11-21-05 LIQUID SODIUM HYPOCHLORITE

Errors or Omissions

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

☐ YES

☒ No

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

GM Odyssey Manufacturing Co.

11-21-05 LIQUID SODIUM HYPOCHLORITE

REFERENCES

Within the last five (5) years-Minimum 10 references

Reference 1: Company Name: Marion County

Project Name: Bulk Chlorine Project Amount: $ 230,507.00
Description: Supply Liquid Sodium Hypochlorite

Contact Name: Jeff Lanphere Phone: 352/307-4628
Email: jeff.lanphere@marioncountyfl.org Within Budget: YES ☒ NO ☐ *Explain

Reference 2: Company Name: Tampa Bay Water

Project Name: Sodium Hypochlorite Supplier Project Amount: $ 2 Mil. +
Description: Supply Liquid Sodium Hypochlorite

Contact Name: Andrew Greenbaum Phone: 813/957-6170
Email: agreenbaum@tampabaywater.org Within Budget: YES ☒ NO ☐ *Explain

Reference 3: Company Name: City of Pompano Beach

Project Name: Chemical Supply Services Project Amount: $ 200,000 +
Description: Supply Liquid Sodium Hypochlorite

Contact Name: Phil Hyer Phone: 954/809-5600
Email: phil.hyer@copbfl.com Within Budget: YES ☒ NO ☐ *Explain

Reference 4: Company Name: City of St. Petersburg

Project Name: Water Treatment Chemicals Project Amount: $ 2 Mil. +
Description: Supply Liquid Sodium Hypochlorite

Contact Name: Craven Askew Phone: 727/892-5116
Email: craven.askew@stpete.org Within Budget: YES ☒ NO ☐ *Explain

Reference 5: Company Name: City of Sarasota

Project Name: Liquid Sodium Hypochlorite Supplier Project Amount: $ 2 Mil. +
Description: Supply Liquid Sodium Hypochlorite

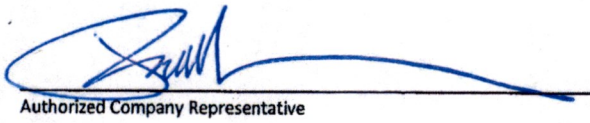
Contact Name: Verne Hall Phone: 941/661-1347
Email: verne.hall@sarasotafl.gov Within Budget: YES ☒ NO ☐ *Explain

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

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

Vendor: Odyssey Manufacturing Company
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: Patrick Allman, General Manager

Address: 1484 Massaro Blvd.
Tampa, Fl. 33619

Date: 3/26/2021

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

N/A

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: **City of Zephyrhills, Purchasing Office**
5335 8th Street
Zephyrhills, FL 33542

State of Florida
Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 19, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 9471641484CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ODYSSEY
MANUFACTURING CO.

December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2020

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

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

PRODUCER	CONTACT NAME: Debbie MacGillivray	
Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	PHONE (A/C, No, Ext): (863) 688-5495	FAX (A/C, No): (863) 688-4344
	E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Illinois Union Insurance Co	27960
INSURER B :	ACE American Insurance Co	22667
INSURER C :	Colony Insurance Co	39993
INSURER D :	Zenith Insurance Company	13269
INSURER E :		
INSURER F :		

INSURED: Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

COVERAGES **CERTIFICATE NUMBER:** Jan 2021 Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Per Project Applies by [ ] Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		G24092975 012	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Hired PD			H08450377 012	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A/C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXO4266669/G24092987012	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z066828617	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution/Professional Liability Poll Ded $5K/Prof Ded $25K			G24092975 012	10/01/2020	10/01/2021	Ea Poll Condition Agg Pro Ea Claim Aggregate	1,000,000 1,000,000

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

Certificate holder is included as additional insured with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Zephyrhills Utilities Department
5335 8th Street
Zephyrhills FL 33542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony H Martin

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THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

Bond No.: N/A

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Odyssey Manufacturing Company
1484 Massaro Blvd., Tampa, FL 33619
(Here insert full name and address or legal title of Contractor/Vendor)

as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
1 North Dale Mabry Highway, Tampa, FL 33609
(Here insert full name and address or legal title of Surety)
a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Zephyrhills
5335 8th Street, Zephyrhills, FL 33542
(Here insert full name and address or legal title of Owner)

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

as Obligee, hereinafter called the Obligee, in the sum of ----------
----------**Dollars ($** 5% **),**

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

WHEREAS, The Principal has submitted a bid for
Liquid Sodium Hypochlorite; Bid No.: 11-21-05
(Here insert full name, address and description of project)

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

Signed and sealed this 9th day of April **2021**

Tiffany Thaxton
Tiffany THAXTON
(Witness)

Odyssey Manufacturing Company
(Principal) (Seal)
Patrick H. Allman, General Manager
(Title)

(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
David B. Shick (Title) Attorney-In-Fact & Florida Licensed Resident Agent #A241176

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

37

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA** **Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **April**, **2021**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- *Bobby Gibbs, Bay County, WTP Superintendent, 850-814-8869*
- *Lynn Coller, City of Tallahassee, WTP Superintendent, 850-891-1036*
- *Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029*
- *Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823*
- *Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189*
- *Steve Kipfinger, Charlotte County, WTP Superintendent, 941-764-4555*
- Timothy Sloan, City of Lake Worth, WTP Manager, 561-586-1636
- *Fred Greiner, City of Palm Coast, WTP #2 Plant Manager, 386-986-2347*
- Fred Hemerick, City of Clearwater, WTP Superintendent, 727-462-6326
- Andy Fenske, City of Cape Coral, Chief Operator, 239-574-0877
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- *Andrew Greenbaum, Operations Manager, Tampa Bay Water, 813-929-4551*
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- *Troy Howell, City of Cocoa, WT Plant Superintendent, 407-568-5867*
- *Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030*
- *Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645*
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
  Paul Brown, Orange County, South Region WTP Superintendent, 407-254-9355
- Dontrell Smith, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Layla Martin, Tampa Bay Water, Operations Support Manager, 813-929-4553
- Dana Mills, Manatee County, NW WWTP Superintendent, 941-792-8811
  Tom Birk, Manatee County, SW WWTP Superintendent, 941-792-8788
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
  Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
  Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325
- *Robert Newberry, TOHO Water Authority, WTP Manager, 407-319-9560*

Note: Those in italics are also Hawkins, Inc. references

NovaChem
Laboratories, Inc

Date: 15 February 2021

Call for results over the phone
513-523-3605

Odyssey Tampa Bleach Analysis
Results 9 February 2021
Received 10 February 2021

Parameter		
Wt% NaOCl	11.11	
GPL Available Chlorine	122	
Trade %	12.2	
Wt% NaOH	0.344	
Calculated pH	13.0	
Wt% Na_2CO_3	0.189	
Density, g/mL	1.1564	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	772	DL = 100 mg/L
Perchlorate ion, mg/L	<2	
Iron, mg/L	0.03	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, g/L	58	
Sodium, g/L (estimate)	42	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.80	
Filter Test (1,000 mL)	1 min 03 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis *15 February 2021*

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	16-FEB-2021

Customer Name	Odyssey Manufacturing Company
Tested To	NSF/ANSI 60
Description	Sodium Hypochlorite | Liquid
Trade Designation	Sodium Hypochlorite
Test Type	Annual Collection
Job Number	A-00372422
Project Number	W0641744
Project Manager	Lena Hope

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E Randall **Date** 16-FEB-2021

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI 60

Chemical Name: Sodium Hypochlorite
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0001780421**
Description: Sodium Hypochlorite | Liquid
Sampled Date: 02-Feb-2021
Received Date: 22-Jan-2021

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0922	Date exposure completed	02-FEB-2021
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	510 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \qquad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	0.8	ND(0.2)	0.8	0.08	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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Sample Id: **S-0001780421**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.92)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.92)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	6	Pass

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Sample Id: **S-0001780421**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0001780422**
Description: Sodium Hypochlorite | Liquid
Sampled Date: 20-Jan-2021
Received Date: 22-Jan-2021 Quenched Date: 20-JAN-2021 14:30

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.000000089	Date exposure completed	22-JAN-2021
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0001780422**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3\ ml}$ * $\frac{1\ g}{10^3\ mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10 ml, 1 g = 10 mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	1000	1000	ug/L	93 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 01-FEB-2021 to 12-FEB-2021

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	31-MAR-2020
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Ultrachlor | Liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00343934		
Project Number	W0586381		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E Randall **Date** 31-MAR-2020

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0001694830**
Description: Ultrachlor | Liquid
Sampled Date: 23-Mar-2020
Received Date: 16-Mar-2020

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0934	Date exposure completed	23-MAR-2020
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	503 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF

Where $NF = MUL\ (mg/L) * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(10)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(20)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(4)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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Sample Id: **S-0001694830**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.93)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.93)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	6	Pass

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Sample Id: **S-0001694830**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[Xylenes] - Acceptance based on Total Xylenes

[TTHM] - Acceptance based on Total Trihalomethanes

Sample Id: **S-0001694831**
Description: Ultrachlor | Liquid
Sampled Date: 11-Mar-2020
Received Date: 16-Mar-2020

Quenched Date: 11-MAR-2020 03:30

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.000000086(	Date exposure completed	16-MAR-2020
MUL	94 mg/L		
Density Value Applied	1.2 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0001694831**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml}$ * $\frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	500	500	ug/L	43 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Testing Laboratories:

	Id	Address
All work performed at: ⟶	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	27-SEP-2019

Customer Name	Odyssey Manufacturing Company
Tested To	NSF/ANSI/CAN 60
Description	Sodium Hypochlorite 12.5% Trade Percent | LIQUID
Trade Designation	Sodium Hypochlorite 12.5% Trade Percent
Test Type	Annual Collection
Job Number	A-00314201
Project Number	W0534267
Project Manager	Lena Hope

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E Randall **Date** 27-SEP-2019

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
DCC Number: DA02366
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: LIQUID
Trade Designation/Model Number: Sodium Hypochlorite 12.5% Trade Percent

Sample Id: **S-0001632671**
Description: Sodium Hypochlorite 12.5% Trade Percent | LIQUID
Sampled Date: 23-Aug-2019
Received Date: 08-Aug-2019
Quenched Date: 23-AUG-2019 06:15

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.000000090(	Date exposure completed	26-AUG-2019
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3\ ml} * \frac{1\ g}{10^3\ mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	5	Pass
Chlorate	mg/L	1600	1600	ug/L	150 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

Sample Id: **S-0001643920**
Description: Sodium Hypochlorite 12.5% Trade Percent | LIQUID
Sampled Date: 18-Sep-2019
Received Date: 08-Aug-2019

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0961	Date exposure completed	18-SEP-2019
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	489 mg
Compound Reference Key:	SPAC		

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Sample Id: **S-0001643920**

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	-	
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	0.7	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass

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Sample Id: **S-0001643920**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.96)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.96)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	6	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: **S-0001643920**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.7	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
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TEST REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	16-NOV-2018

Customer Name	Odyssey Manufacturing Company
Tested To	NSF/ANSI 60
Description	Ultrachlor | Liquid
Trade Designation	Ultrachlor
Test Type	Annual Collection
Job Number	A-00277783
Project Number	W0438228
Project Manager	Lena Hope

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Amanda Phelka - Director, Toxicology Services

Date 16-NOV-2018

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General Information

Standard: NSF/ANSI 60

Chemical Name: Sodium Hypochlorite
DCC Number: DA02366
Lot Number/Product Identifier: 0511BE
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0001484712**
Description: Ultrachlor | Liquid
Sampled Date: 11-May-2018
Received Date: 23-Apr-2018
Quenched Date: 29-OCT-2018 13:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000001	Date exposure completed	29-OCT-2018
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		
Miscellaneous Factor:	1.13		

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3\ ml} * \frac{1\ g}{10^3\ mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3ml, 1 g = 10^3mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	1300	1300	ug/L	140 ug/L	300	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

Sample Id: **S-0001541191**
Description: Ultrachlor | Liquid
Sampled Date: 08-Nov-2018
Received Date: 30-Oct-2018

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.110	Date exposure completed	08-NOV-2018
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	482 mg
Compound Reference Key:	SPAC		
Miscellaneous Factor:	1.13		

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Sample Id: **S-0001541191**

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	0.4	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	0.7	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass

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Sample Id: **S-0001541191**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: **S-0001541191**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.1)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		

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Sample Id: S-0001541191

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.7	ND(0.5)	ND(0.06)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.06)	1000	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on May 15, 2020.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function		Max Use
Sodium Hypochlorite[CL]			
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94	mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84	mg/L
Ultrachlor	Disinfection & Oxidation	94	mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function		Max Use
Sodium Bisulfite[1]			
38% - 40% Sodium Bisulfite Solution	Dechlorination	50	mg/L
Sodium Chloride[2]			
Sodium Chloride	Electrolytic Chlorination Softener	NA	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite[CL]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl2/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

25070

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: Lantana, FL

Chemical/ Trade Designation	Function	Max Use	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite [CL]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

August 6, 2008

Mr. Marvin Rakes
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, Florida 33619

RECEIVED AUG 13 2008

SUBJECT: Odyssey Manufacturing Company
Closure Letter

Dear Mr. Rakes:

This is a letter of acknowledgment that Odyssey Manufacturing Company has fulfilled the conditions of the Consent Agreement and Final Order, Docket No. EPCRA-04-2008-2037(b), filed on July 3, 2008. The U.S. Environmental Protection Agency, Region 4, Emergency Planning and Community Right-to-Know Act Enforcement Section considers this matter closed. If you have any questions, please contact Ms. Erika White at (404) 562-9195.

Sincerely,

Caron B. Falconer
Chief, EPCRA Enforcement Section

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 1484 Massaro Blvd.

City Tampa State Florida Zip 33619

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 72

Total hours worked by all employees last year 178,137.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company

City Tampa State Florida

Identify the person		Describe the case			Classify the case						Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases									
						(G)	(H)	(I)	(J)		(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Driver/Operator	05/2020	Tank Area	Fractured Vertabrae		x				5	0	x					
					Page totals	*0*	*1*	*0*	*0*		*5*	*0*	*1*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 250 Central Florida Parkway

City: Orlando State: Florida Zip: 32824

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees: 2

Total hours worked by all employees last year: 3,132.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company

City Orlando State Florida

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 330 Hillbrath Dr.

City Lantana State Florida Zip 33462

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
— — — — — —

Employment information

Annual average number of employees 4

Total hours worked by all employees last year 11,979.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

1/28/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Log of Work-Related Injuries and Illnesses

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Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

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Form approved OMB no. 1218-0176

Establishment name: Odyssey Mfg. Company

City: Lantana State: Florida

Identify the person			Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
73	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: Florida Zip: 33619

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees: 67

Total hours worked by all employees last year: 170,007.50

Sign here: [signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[signature]
Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Tampa State: Florida

Identify the person		Describe the case			Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		(M) Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Driver	8/14	Walkway between Odyssey Plant	Right Hamstring due to slip		X			51		x					
2	[redacted]	Installer	12/2	At customer site on ground/asphalt	Broken ankle due to jump and twist		X			22		x					
				Page totals		0	2	0	0	73	0	2	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

ll establishments covered by Part 1904 must complete this Summary page, even if no injuries or 'nesses occurred during the year. Remember to review the Log to verify that the entries are complete

'sing the Log, count the individual entries you made for each category. Then write the totals below, aking sure you've added the entries from every page of the log. If you had no cases write "0."

mployees former employees, and their representatives have the right to review the OSHA Form 300 in s entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

umber of Cases

otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

umber of Days

otal number of ys away from ork	Total number of days of job transfer or restriction
0	0
(K)	(L)

jury and Illness Types

tal number of...	(M)		
Injury	0	(4) Poisoning	0
Skin Disorder	0	(5) Hearing Loss	0
Respiratory ndition	0	(6) All Other Illnesses	0

st this Summary page from February 1 to April 30 of the year following the year covered by the form

ic reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and er the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it ays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department bor. OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 330 Hillbrath Dr.

City Lantana State Florida Zip 33462

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 4

Total hours worked by all employees last year 13,072.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Lantana State: Florida

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
	No cases									0	0						
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

ll establishments covered by Part 1904 must complete this Summary page, even if no injuries or 'nesses occurred during the year. Remember to review the Log to verify that the entries are complete

'sing the Log, count the individual entries you made for each category. Then write the totals below, aking sure you've added the entries from every page of the log. If you had no cases write "0."

mployees former employees, and their representatives have the right to review the OSHA Form 300 in s entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

umber of Cases

otal number of eaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

umber of Days

otal number of ays away from ork	Total number of days of job transfer or restriction
0	0
(K)	(L)

jury and Illness Types

otal number of... (M)			
Injury	1	(4) Poisoning	0
Skin Disorder	0	(5) Hearing Loss	0
Respiratory ondition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 250 Central Florida Parkway

City Orlando State Florida Zip 32824

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 2

Total hours worked by all employees last year 5,636.00

Sign here GM

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

General Manager
Title

813-635-0339
Phone

2/1/2020
Date

st this Summary page from February 1 to April 30 of the year following the year covered by the form

ic reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and er the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it ays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department bor. OSHA Office of Statistics. Room N-3644. 200 Constitution Ave. NW. Washington. DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg. Company

City: Orlando State: Florida

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	[redacted]	Driver	5/13	Rear ended at S. Orange & Trade Port Dr.	Lower Back Pain				x	0	0	x					
				Page totals		0	0	0	1	0	0	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)
(1) Injuries	0
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: ODYSSEY Mfg. COMPANY

Street: 1484 MASSARO Blvd.

City: TAMPA State: FL ZIP: 3366 19

Industry description (e.g., *Manufacture of motor truck trailers*): manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), if known (e.g., *3715*): 2819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): ——————

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 66

Total hours worked by all employees last year: 165,266.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

X _____ President

Company executive — Title

813 635-0339 — 1/21/19

Phone — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Odyssey Mfg. Company
City Tampa State FL.

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	NONE		month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Hawkins, Inc.

City: Roseville State: MN

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Route Sales	1/13/2020	Fond du Lac, WI	Left elbow strain while delivering product			x			32	x					
2		Route Sales	2/3/2020	Centralia, IL	Eye irritation due to contact with chemical while pumping into drum		x			1		x					
3		Route Sales	2/27/2020	Fond du Lac, WI	Left arm strain from filling bleach totes		x			19	22	x					
4		Mechanic	3/24/2020	Minneapolis, MN	Strained lower back while working on a forklift				x			x					
5		Route Sales	4/1/2020	Fond du Lac, WI	Upper back and shoulder pain while loading a truck			x			40	x					
6		Pipefitter	4/15/2020	St. Paul, MN	Cut left hand while moving a heat exchanger				x			x					
7		Whse Worker	6/3/2020	Minneapolis, MN	Sulphur Acid exposure to face while transferring product		x			4		x					
8		Safety Specialist	7/21/2020	Minneapolis, MN	Right index finger strain after turning knob on door				x			x					
9		Route Sales	9/28/2020	Fond du Lac, WI	Cut left pinky finger on loading dock plate				x			x					
10		Process Tech	10/15/2020	Minneapolis, MN	Strained lower back lifting a wastewater grate		x			14	2	x					
11		Chemical Operator	10/20/2020	Camanche, IA	Cut right pinky finger while removing a tote cap with a torque wrench				x			x					

12		Route Sales	10/27/2020	Tarrytown, FL	Employee experienced respiratory distress while filling a chemical tank.		x			19				x			
13		Route Sales	11/5/2020	Thomasville, GA	Cut left bicep after tripped on holding strap inside truck and falling on anti-skid bar.				x			x					
14		Route Sales	12/3/2020	Big Pine Key, FL	Eye irritation after coming in contact with residual chemical while taking off chemical resistant jacket				x			x					
15		Branch Mgr.	12/3/2020	Fond du Lac, WI	Chemical burn to left, middle finger from residual product inside gloves				x			x					
16		Branch Mgr.	12/26/2020	Peotone, IL	Strained left should after slipping and falling on ice while inspecting a ruptured pipe			x			20	x					
					Page totals	0	5	3	8	87	116	15	0	1	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	5	3	8
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
57	116
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	15	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	1	(6) All Other Illnesses	0

Establishment Information

Your establishment name Hawkins, Inc.

Street 2381 Rosegate

City Roseville State Minnesota Zip 55113

Industry description (e.g., Manufacture of motor truck trailers)
Chemical Distributor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 2 4 6 9 0

Employment Information

Annual average number of employees 711

Total hours worked by all employees last year 1,340,221

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive

HSE Director
Title

612-617-8694
Phone

1/31/2021
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	11	4	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
381	164
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	16	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	3	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Hawkins, Inc.

Street 2381 Rosegate

City Roseville State Minnesota Zip 55113

Industry description (e.g., Manufacture of motor truck trailers)
Chemical Distributor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____ ____ ____ ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 2 4 6 9 0

Employment Information

Annual average number of employees 626

Total hours worked by all employees last year 1,302,447

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

HES Director
Title

612-617-5694
Phone

1/31/2020
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hawkins, Inc.

City Minneapolis State MN

Identify the person		Describe the case				Classify the case												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Warehouse Worker	3/1/2019	Minneapolis, MN	Employee sustained chemical burns to both calves while cleaning up a Nitric Acid spill.		x			73	36	x					
2		Production Lead	3/12/2019	Minneapolis, MN	Sprained right ankle while dismounting a forklift.			x			6	x					
3		WTG Driver	3/19/2019	Hollywood, FL	Employee was splashed in both eyes while filling a 55-gallon drum of Sodium Hypochlorite. The employee raised his safety glasses to gain a better view of the fluid level inside the drum.		x			5		x					
4		Operator	3/27/2019	Memphis, TN	Injured right shoulder while loading trucks.			x			8	x					
5		WTG Driver	4/18/2019	Swainsboro, GA	Inhalation injury due to inadvertently mixing incompatible chemicals in a tote, creating Chlorine gas.				x					x			
6		WTG Route/Sales Rep.	4/29/2019	Memphis, TN	Employee ruptured the tendon in left elbow while trying to slide an empty 250-gallon tank back onto a pallet. The injury required surgery to repair.		x			55	70	x					
7		WTG Route/Sales Rep.	5/22/2019	Sioux Falls, SD	Employee injured ribs on right side while getting out of truck cab. The driver missed the last step and fell.		x			4	2	x					
8		Warehouse Worker	5/24/2019	Minneapolis, MN	Employee received a chemical burn to right leg while moving keg of Nitric Acid.			x			31	x					

9		WTG Driver	5/25/2019	Apopka, FL	Employee strained right shoulder while performing routine tasks.		x			13		x						
10		Operator	6/4/2019	Centralia, IL	Employee received a chemical burn to the top of right foot while working with caustic.		x			115		x						
11		WTG Route/Sales Rep.	6/6/2019	Peotone, IL	Employee sustained an abdominal hernia while lifting containers weighing 40-70 lbs. during deliveries.		x			5		x						
12		Operator	6/20/2019	Centralia, IL	Employee sustained a chemical burn to the back of he neck after Sodium Hydroxide 50% dripped from an overhead pipe.				x			x						
13		Warehouse Worker	7/12/2019	Minneapolis, MN	Employee strained right wrist while filling carboys.				x			x						
14		Maintenance Technician	9/30/2019	Centralia, IL	Employee injured lower back after slipping while installing equipment.		x			92		x						
15		WTG Driver	10/4/2019	Brooker, FL	Employee injured right hand while pulling a tote at a customer site.		x			6		x						
16		Bulk Driver	11/13/2019	Minneapolis, MN	Employee was sprayed in the face and upper torso with sulfuric acid while unloading a tanker truck.		x			11		x						
17		Warehouse Worker	12/2/2019	Minneapolis, MN	Employee injured left leg after a tote fell approximately 5-feet from a stack in the backyard of building 4.			x			7	x						
18		Production Lead	12/27/2019	Minneapolis, MN	Employee experienced difficulty breathing and a sore throat while working on the production floor at building 4.				x					x				
19		WTG Driver	12/30/2019	Apopka, FL	Employee experienced a respiratory condition after an unexpected off gassing while transferring Sodium Hypochlorite at a customer site.		x			2	4			x				
					Page totals	*0*	*11*	*4*	*4*	*381*	*164*	*16*	*0*	*3*	*0*	*0*	*0*	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illness

Year: 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	13	4	7
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
112	110
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	23	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	1	(6) All other illnesses	0

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Establishment information

Establishment Name: Hawkins, Inc.

Street: 2381 Rosegate

City, State, Zip: Roseville, MN 55113

Industry description (e.g. Manufacture of motor truck trailers

Chemical Distribution

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

424690

Employment information

Annual average number of Employees: 626

Total hours worked by all employees last year: 1310240

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

VP, General Counsel
Title

612-617-8582
Phone

January 25, 2019
Date

OSHA Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnes

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is bieng used for occupational safety and health purposes.

Year: 2018

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-017

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. you must also record work-related injureis and illnesses that meet any of the specific recording criteria listd in 29 CFR 1904.8 tjrpigj 1904.12. Feel free to use two lines for a signle case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment Name **Hawkins, Inc.**

City, State, Zip **Roseville, MN 55113**

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occured (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torche)	Death	Days away from work	Remained at work		Away from work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	Other Illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Sales Person		1/31/2018	Warehouse	Sprain, Right Knee, Body weight	☐	☑	☐	☐	5	0	☑	☐	☐	☐	☐	☐
2	Sales Person		2/12/2018	Water Treatment Plant, Stevens Point, IL	Eye Irritation, Right eye, Object was propelled by compressed air	☐	☑	☐	☐	3	0	☑	☐	☐	☐	☐	☐
3	Team Leader		2/14/2018	Inside the plant	Stain, Right calf, Employee was fast walking	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
4	Chemical Process Operator		2/19/2018	Truck loading area	Lower Back Strain, Body Weight	☐	☑	☐	☐	36	0	☑	☐	☐	☐	☐	☐
5	Chemical Process Operator		2/21/2018	Dupo manufacturing building	Chemical burn. Both eyes, 12% available Chlorine by volume, Sodium Hypochlorite	☐	☑	☐	☐	5	0	☑	☐	☐	☐	☐	☐
6	Office Employee		3/5/2018	East parking lot at car	Headache, Head- facial area, Skull, Ice in parking lot	☐	☑	☐	☐	1	0	☑	☐	☐	☐	☐	☐
7	Material Handler		3/8/2018	Suite 3	Cut, Laceration, Puncture, Right Index Finger, Rotary valve of Large-scale batcher	☐	☐	☑	☐	0	11	☑	☐	☐	☐	☐	☐
8	Truck Driver		3/23/2018	Keystone, SD	Strain, Right knee	☐	☑	☐	☐	3	0	☑	☐	☐	☐	☐	☐
9	Chemical Process Operator		4/2/2018	Mezzanine	Cut, Laceration, Puncture, Finger, Left Middle Finger, Mag drive pump parts	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
10	Sales Person		4/2/2018	Customer site	Respiratory irritation, respiratory system, Exposure to farm chemicals	☐	☑	☐	☐	2	0	☐	☐	☑	☐	☐	☐
11	Maintenance		4/27/2018	truck bay	Burn - chemical, both eyes, Hydrochloric Acid	☐	☑	☐	☐	16	0	☑	☐	☐	☐	☐	☐

12	Technician	4/27/2018	Caustic tank by QA lab	Eye Irritation, Left eye, Caustic	☐	☑	☐	☐	16	0	☑	☐	☐	☐	☐	☐
13	Manager	5/30/2018	Sabetha, KS	Crushing injury, Left foot, slippedoff load bar	☐	☑	☐	☐	2	0	☑	☐	☐	☐	☐	☐
14	Material Handler	6/8/2018	Cl2 Room	Sprain, Right forearm, Cl2 valve	☐	☐	☑	☐	0	16	☑	☐	☐	☐	☐	☐
18	Chemical Process Operator	10/19/2018	Truck Bay	Equipment slammed on face, broken teeth	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
19	Chemical Process Operator	11/14/2018	Production Floor	Slip, dislocated thumb, cut on head	☐	☑	☐	☐	3	0	☑	☐	☐	☐	☐	☐
20	Chemical Process Operator	11/15/2018	Production Floor	Chemical burn, arm and chest	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
21	Chemical Process Operator	9/28/2018	Truck bay	Back strain	☐	☑	☐	☐	17	0	☑	☐	☐	☐	☐	☐
22	Chemical Process Operator	9/23/2018	Production/Warehouse area	Strain, left knee	☐	☐	☑	☐	0	76	☑	☐	☐	☐	☐	☐
23	Warehouse	10/12/2018	Stairs	Slip, right leg, pulled muscle	☐	☑	☐	☐	3	0	☑	☐	☐	☐	☐	☐
24	Technical Sales Rep	6/28/2018	Loading area	Trip on hose, right ankle, sprain	☐	☐	☑	☐	0	7	☑	☐	☐	☐	☐	☐
15	Chemical Process Operator	7/6/2018	Pour area 1	Chemical burn, Head - facial area, cheek, Potassium hydroxide 50	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
16	Chemical Process Operator	8/13/2018	Rail yard	Contusion, Bruise, Left Elbow, Rail car	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
17	Driver	10/4/2018	Customer site	Pinched finger, cut, right middle finger	☐	☐	☐	☑	0	0	☑	☐	☐	☐	☐	☐
				Be sure to transfer these totals to the Summary page (Form 300A) before you post it. **Page Totals**	0 (G)	13 (H)	4 (I)	7 (J)	112 (K)	110 (L)	23 injury	0 Skin Disorder	1 Respiratory Condition	0 Poisoning	0 Hearing Loss	0 Other Illnesses

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U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Office of Hazardous Materials Enforcement
Southern Region

233 Peachtree Street NE, Suite 602
Atlanta, Georgia 30303
(404) 832-1140 Fax: (404) 832-1168

EXIT BRIEFING

COMPANY NAME ODYSSEY MANUFACTURING, CO. DATE 3-7-08

ADDRESS 1484 MASSARO BLVD, TAMPA, FL 33619

COMPANY WEB ADDRESS WWW.ODYSSEYMANUFACTURING.COM TAX ID# 65-0846345

NAME OF INDIVIDUALS RECEIVING THE BRIEFING:

Name: DAVID O. RIVERS Title: COMPLIANCE MANAGER

Email Address: DAVID@CMOENTERPRISES.COM

Name: _____ Title: _____

Email Address: _____

Name: _____ Title: _____

Email Address: _____

This has been a compliance inspection conducted in accordance with Title 49 U.S.C. Section 5121(c). This exit briefing addresses only the areas noted, and it is not a finding of general compliance in any other areas covered by the Hazardous Materials Regulations that were subject to the inspection.

During the course of the inspection the following probable violations of 49 CFR and/or quality control items were noted:

PROBABLE VIOLATIONS:

Section: * NO VIOLATIONS NOTED DURING THIS INSPECTION *

Explanation:

U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Office of Hazmat Enforcement
Southern Region, 233 Peachtree Street NE, Suite 602, Atlanta, GA 30303 (404)-832-1140 Fax: (404)-832-1168

This document is not a final report. The information gathered at this inspection and any probable violations noted will be reviewed prior to finalizing the report. Probable violation(s) may be removed or others may be added during this review. In addition, quality control items may be revised to become probable violations during this review.

Upon determination that a probable violation exists, the Associate Administrator for Hazardous Materials Safety is authorized to impose certain sanctions, including warning letters, tickets, compliance orders, and civil penalties. In addition, court actions, including injunctive or criminal proceedings, may be initiated. Title 49 U.S.C. Sections 5123 and 5124 provide for civil and criminal penalties for violation of the Hazardous Materials Regulations.

A civil penalty of not more than $50,000, but not less than $250, per violation may be imposed through administrative proceedings initiated by the Office of Chief Counsel of the Pipeline and Hazardous Materials Safety Administration. When a criminal violation has been determined by a court, a fine, or imprisonment for not more than 10 years, or both, may be imposed for each violation.

The investigator does not determine which sanction, if any, may be imposed and cannot provide information concerning what proceedings will be initiated or sanctions imposed.

Documentation of corrective action submitted in writing to the investigator within 30 days of the inspection may be considered for mitigation should the sanction imposed result in the issuance of a notice proposing a civil penalty. However, any documented corrective action would not eliminate or preclude the initiation of a civil penalty proceeding, a finding of violation, or assessment of a civil penalty.

Our objective is to ensure a fair regulatory enforcement environment. If you feel you have been treated unfairly or unprofessionally, you may contact Ryan Posten at 202-366-4700, or e-mail us at OHME-HQ@dot.gov. You also have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR, or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities by this agency. The Pipeline and Hazardous Materials Safety Administration strictly forbids retaliatory acts by its employees. As such, you should feel confident that you will not be penalized for expressing your concerns about compliance and enforcement activities.

I certify that I received the above briefing as it appears on this form. I understand that by signing this form I am in no way expressing agreement with its contents. I am only acknowledging that I have reviewed it and have received a copy.

Signature of Investigator(s)

Signature of Representative(s)

Date: 3-7-08

Date: 3/7/08

PIPELINE AND HAZARDOUS MATERIAL SAFETY ADMINISTRATION HAZMAT SECURITY INSPECTION

Inspection Date: 3-7-08

Facility Name and Address: ODYSSEY MANUFACTURING CO.

1485 MASSARO BLVD

TAMPA, FL 33619

Company Officials Interviewed: DAVID O. REVERS

Title: COMPLIANCE MANAGER

1. Does the company offer any of the following for transportation:[§ 172.800(b)]

	a)	A highway route controlled quantity of a Class 7 material.
	b)	More than 55 pounds of a Division 1.1, 1.2, 1.3 in a motor vehicle, rail car, or freight container.
	c)	More than 1 liter per package, of a material poison by inhalation, Zone A.
X	d)	A quantity of a hazardous material in a bulk packaging (> 3,500 gallons for liquids/gas, 468 cubic feet for solids).
	e)	>5,000 lbs. (gw) of one hazard class in non-bulk packaging for which placarding of a vehicle, rail car or freight container is required.
	f)	A select agent or toxin listed in 42 CFR, Part 73.
X	g)	A quantity of hazardous materials that requires placarding
	h)	None of the above: Security Plan is not required, though Security Awareness Training is still required to be conducted (see page 2, Security Training)

2. Does the company have a written security plan?
YES

3. Has it been approved by another Federal agency [172.804]?
NO

4. If yes, name of agency N/A and date approved _____

5. Does the plan include a security assessment of possible transportation security risks [172.802]?

YES

6. Does the plan include measures to address the assessed risk(s)?

7. Does the plan address personnel security?

8. What method is in place to confirm information provided by employees hired for positions that involve access to or handling of materials covered by the security plan?

9. Is the company adhering to its personnel security plan?

10. Does the plan address unauthorized access?

11. Does the company adhere to the plan to prevent unauthorized persons to gain access to hazmat covered by the plan or transport conveyances being prepared for transportation?

12. Does the plan address en route security?

YES

13. Does the company adhere to its en route security plan from origin to destination, including private/contract/common carrier?

SECURITY TRAINING

14. Has the company conducted security awareness training (SAT)? * YES

15. Does the security awareness training include a component on how to recognize and respond to possible security threats?

16. Has each HM employee, hired after March 25, 2003, received SAT within 90 days of hire?

17. Has the company conducted in-depth security training (plan specific) for all HM employees by December 22, 2003?

18. Does the in-depth training program include the following:

a. Company security objectives?

b. Specific security objectives?

c. Employee responsibilities?

d. Actions to take in the event of a security breach?

e. Organizational security structure?

19. Has the company created and retained records of employee security training?

YES

Additional Notes

NONE

[* Note: A company is not required to test or retain records concerning the new security plan training requirement until an employee's next scheduled retraining or within the 3 year Hazmat Employee training cycle.]

This inspection report assesses your compliance with our Security Plan regulations (49 CFR §§ 172.704 (Training), 172.800 (Purpose and Applicability), 172.802 (Components of a security plan), and 172.804 (Relationship to other Federal requirements)). **This inspection report and any comments made during this evaluation do not constitute an endorsement or approval of your security program in whole or in part. Do not send us a copy of your Security Plan as a part of corrective action. If we need a copy of your Security Plan we will specifically request it in writing.**

I hereby certify that the above responses are true to the best of my knowledge.
Persons Interviewed:

Signature [signature] Title Compliance Sp. Date 3/7/08

Signature _____ Title _____ Date _____

Inspector(s):

Signature [signature] Title HM. INVESTIGATOR Date 3-7-08

Signature _____ Title _____ Date _____

Nothing Follows. SEL (Inspector's Initials)

The following website may be helpful in the development and administration of security plans:

http://hazmat.dot.gov/hmt_security.htm

U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Office of Hazardous Materials Enforcement
Southern Region

233 Peachtree Street NE, Suite 602
Atlanta, Georgia 30303
(404) 832-1140 Fax: (404) 832-1168

EXIT BRIEFING

COMPANY NAME ODYSSEY MANUFACTURING, CO. DATE 3-7-08

ADDRESS 1484 MASSARO BLVD, TAMPA, FL 33619

COMPANY WEB ADDRESS WWW. ODYSSEYMANUFACTURING.COM TAX ID# 65-0846345

NAME OF INDIVIDUALS RECEIVING THE BRIEFING:

Name: DAVID O. RIVERS Title: COMPLIANCE MANAGER

Email Address: DAVID@CMOENTERPRISES.COM

Name: _____ Title: _____

Email Address: _____

Name: _____ Title: _____

Email Address: _____

This has been a compliance inspection conducted in accordance with Title 49 U.S.C. Section 5121(c). This exit briefing addresses only the areas noted, and it is not a finding of general compliance in any other areas covered by the Hazardous Materials Regulations that were subject to the inspection.

During the course of the inspection the following probable violations of 49 CFR and/or quality control items were noted:

PROBABLE VIOLATIONS:

Section: * NO VIOLATIONS NOTED DURING THIS INSPECTION *

Explanation:

U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Office of Hazmat Enforcement
Southern Region, 233 Peachtree Street NE, Suite 602, Atlanta, GA 30303 (404)-832-1140 Fax: (404)-832-1168

This document is not a final report. The information gathered at this inspection and any probable violations noted will be reviewed prior to finalizing the report. Probable violation(s) may be removed or others may be added during this review. In addition, quality control items may be revised to become probable violations during this review.

Upon determination that a probable violation exists, the Associate Administrator for Hazardous Materials Safety is authorized to impose certain sanctions, including warning letters, tickets, compliance orders, and civil penalties. In addition, court actions, including injunctive or criminal proceedings, may be initiated. Title 49 U.S.C. Sections 5123 and 5124 provide for civil and criminal penalties for violation of the Hazardous Materials Regulations.

A civil penalty of not more than $50,000, but not less than $250, per violation may be imposed through administrative proceedings initiated by the Office of Chief Counsel of the Pipeline and Hazardous Materials Safety Administration. When a criminal violation has been determined by a court, a fine, or imprisonment for not more than 10 years, or both, may be imposed for each violation.

The investigator does not determine which sanction, if any, may be imposed and cannot provide information concerning what proceedings will be initiated or sanctions imposed.

Documentation of corrective action submitted in writing to the investigator within 30 days of the inspection may be considered for mitigation should the sanction imposed result in the issuance of a notice proposing a civil penalty. However, any documented corrective action would not eliminate or preclude the initiation of a civil penalty proceeding, a finding of violation, or assessment of a civil penalty.

Our objective is to ensure a fair regulatory enforcement environment. If you feel you have been treated unfairly or unprofessionally, you may contact Ryan Posten at 202-366-4700, or e-mail us at OHME-HQ@dot.gov. You also have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR, or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities by this agency. The Pipeline and Hazardous Materials Safety Administration strictly forbids retaliatory acts by its employees. As such, you should feel confident that you will not be penalized for expressing your concerns about compliance and enforcement activities.

I certify that I received the above briefing as it appears on this form. I understand that by signing this form I am in no way expressing agreement with its contents. I am only acknowledging that I have reviewed it and have received a copy.

Signature of Investigator(s)

Signature of Representative(s)

Date: 3-7-08

Date: 3/7/08

PIPELINE AND HAZARDOUS MATERIAL SAFETY ADMINISTRATION HAZMAT SECURITY INSPECTION

Inspection Date: 3-7-08

Facility Name and Address: ODYSSEY MANUFACTURING CO.

148Y MASSARO BLVD

TAMPA, FL 33619

Company Officials Interviewed: DAVID O. REVERS

Title: COMPLIANCE MANAGER

1. Does the company offer any of the following for transportation:[§ 172.800(b)]

	a)	A highway route controlled quantity of a Class 7 material.
	b)	More than 55 pounds of a Division 1.1, 1.2, 1.3 in a motor vehicle, rail car, or freight container.
	c)	More than 1 liter per package, of a material poison by inhalation, Zone A.
X	d)	A quantity of a hazardous material in a bulk packaging (> 3,500 gallons for liquids/gas, 468 cubic feet for solids).
	e)	>5,000 lbs. (gw) of one hazard class in non-bulk packaging for which placarding of a vehicle, rail car or freight container is required.
	f)	A select agent or toxin listed in 42 CFR, Part 73.
X	g)	A quantity of hazardous materials that requires placarding
	h)	None of the above: Security Plan is not required, though Security Awareness Training is still required to be conducted (see page 2, Security Training)

2. Does the company have a written security plan?
   YES

3. Has it been approved by another Federal agency [172.804]?
   NO

4. If yes, name of agency N/A and date approved _____

5. Does the plan include a security assessment of possible transportation security risks [172.802]?

YES

6. Does the plan include measures to address the assessed risk(s)?

7. Does the plan address personnel security?

8. What method is in place to confirm information provided by employees hired for positions that involve access to or handling of materials covered by the security plan?

9. Is the company adhering to its personnel security plan?

10. Does the plan address unauthorized access?

11. Does the company adhere to the plan to prevent unauthorized persons to gain access to hazmat covered by the plan or transport conveyances being prepared for transportation?

INVESTIGATIVE NOTES
COMPILED AND RETAINED FOR ENFORCEMENT PURPOSES

12. Does the plan address en route security?

YES

13. Does the company adhere to its en route security plan from origin to destination, including private/contract/common carrier?

SECURITY TRAINING

14. Has the company conducted security awareness training (SAT)? * YES

15. Does the security awareness training include a component on how to recognize and respond to possible security threats?

16. Has each HM employee, hired after March 25, 2003, received SAT within 90 days of hire?

17. Has the company conducted in-depth security training (plan specific) for all HM employees by December 22, 2003?

18. Does the in-depth training program include the following:

a. Company security objectives?

b. Specific security objectives?

c. Employee responsibilities?

d. Actions to take in the event of a security breach?

e. Organizational security structure?

19. Has the company created and retained records of employee security training?

YES

Additional Notes

NONE

[* Note: A company is not required to test or retain records concerning the new security plan training requirement until an employee's next scheduled retraining or within the 3 year Hazmat Employee training cycle.]

This inspection report assesses your compliance with our Security Plan regulations (49 CFR §§ 172.704 (Training), 172.800 (Purpose and Applicability), 172.802 (Components of a security plan), and 172.804 (Relationship to other Federal requirements)). **This inspection report and any comments made during this evaluation do not constitute an endorsement or approval of your security program in whole or in part. Do not send us a copy of your Security Plan as a part of corrective action. If we need a copy of your Security Plan we will specifically request it in writing.**

I hereby certify that the above responses are true to the best of my knowledge.
Persons Interviewed:

Signature [signature] Title Compliance Mgr. Date 3/7/08

Signature _____ Title _____ Date _____

Inspector(s):

Signature [signature] Title HM. Investigator Date 3-7-08

Signature _____ Title _____ Date _____

Nothing Follows. SEL (Inspector's Initials)

The following website may be helpful in the development and administration of security plans:

http://hazmat.dot.gov/hmt_security.htm

Florida Department of Transportation
Motor Carrier Compliance Office

Motor Carrier Compliance Review

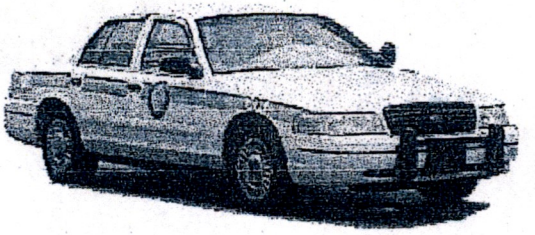
MOTOR CARRIER NAME:

Officer Conducted By:

Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33616

Frank B. Jelonek
855-05-205

Date of Review
09/3/2005



US DOT #	Legal: ODYSSEY MANUFACTURING CO
826347	Operating (DBA):

MC/MX #: **Federal Tax ID:** 65-0846345 (EIN)

View Type: Compliance Review (CR) - Receipt

Principal Office **Location of Review/Audit:** Company facility in the U. S. **Territory:**

Operation Types	Interstate	Intrastate
Carrier:	N/A	HM
Shipper:	N/A	N/A
Cargo Tank:	N/A	

Corporation

Gross Revenue: $10,000,000.00 **for year ending:** 12/1/2004

Company Physical Address:

1484 Massaro Blvd
Tampa, FL 33619

Contact Name: Marvin Rakes
Phone numbers: **(1)** 813-635-0339 **(2)** **Fax**
E-Mail Address:

Company Mailing Address:

1484 Massaro Blvd
Tampa, FL 33619

Report Summary

Report	# of Pages
Part A - General	2
Part B - Violations	1
Part B - Recommendations	1
Total Pages	4

Disclaimer: By signing below, I acknowledge that I have received a copy of this review/audit and agreee with the total number of pages indicated (above) for each document. My signature does not imply agreement with the findings of the review/audit.

QUESTIONS regarding this report or the Federal Motor Carrier Safety or Hazardous Materials rules may be addressed to the Office of Motor Carriers at:

719 S. Woodland Blvd. MS995
DeLand, FL
(386) 943-5623

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name: Marvin Rakes **Title:** President
Name: Marjorie O Donnell **Title:** Payroll Clerk

Reported By: [signature] **Title:** Compliance Review **Code:** FL0855 **Date:** 9/7/2005

Received By: **Title:**

Office of Motor Carrier Compliance

US DOT #	Legal: ODYSSEY MANUFACTURING CO
826347	Operating (DBA):

MC/MX #: **Federal Tax ID:** 65-0846345 (EIN)

iew Type: Compliance Review (CR)

Principal Office **Location of Review/Audit:** Company facility in the U. S. **Territory:**

Operation Types	Interstate	Intrastate
Carrier:	N/A	HM
Shipper:	N/A	N/A
Cargo Tank:	N/A	

Corporation

Gross Revenue: $10,000,000.00 **for year ending:** 12/1/2004

Company Physical Address:

1484 Massaro Blvd
Tampa, FL 33619

Contact Name: Marvin Rakes
Phone numbers: **(1)** 813-635-0339 **(2)** **Fax**
E-Mail Address:

Company Mailing Address:

1484 Massaro Blvd
Tampa, FL 33619

Carrier Classification

Authorized for Hire

Cargo Classification

Chemicals

ardous Materials

8 Corrosive material Carried Bulk

Does carrier transport placardable quantities of HM? Yes
Is an HM Permit required? N/A

Driver Information

	Inter	Intra
< 100 Miles:		
>= 100 Miles:		15

Average trip leased drivers/month: 0
Total Drivers: 15
CDL Drivers: 15

Equipment

	Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased
Truck	0	1	0	Truck Tractor	0	11	0
Trailer	7	6	0				

	ODYSSEY MANUFACTURING CO U.S. DOT #: 826347	Review Date: 09/07/2005

Part A

QUESTIONS regarding this report or the Federal Motor Carrier Safety or Hazardous Materials rules may be addressed to the Office of Motor Carriers at:

719 S. Woodland Blvd. MS995
DeLand, FL
(386) 943-5623

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name: Marvin Rakes **Title:** President

Name: Marjorie O Donnell **Title:** Payroll Clerk

Reported By: [signature] **Title:** Compliance Review **Code:** FL0855 **Date:** 9/7/2005

Received By: **Title:**

	ODYSSEY MANUFACTURING CO U.S. DOT #: 826347	Review Date: 09/07/2005

Part B Violations

Safety Fitness Rating Information:		
Total Miles Operated	500,000	OOS Vehicle (CR): 0
Recordable Accidents	0	Number of Vehicle Inspected (CR): 0
		OOS Vehicle (MCMIS): 0
		Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.

Received by _____ Title _____ Date _____

Part B Recommendations

1. A complete Educational and Technical Assistance package entitled " A MOTOR CARRIER'S GUIDE TO IMPROVING HIGHWAY SAFETY" is available free on the FMCSA website to assist you in complying with the safety regulations. It contains many forms and documents useful for improving the safety of your operations. Check: www.fmcsa.dot.gov/factsfigs/eta/index.html.

2. Florida Department of Transportation
Office of Motor Carrier Compliance
719 S. Woodland Blvd. MS995
Deland, FL 32720
(386) 943-5623

3. For questions about DOT numbers or biennial updates: 800-832-5660 or 703-280-4001
For questions about licensing, authority or MC numbers: 202-366-9805
For questions about insurance: 202-385-2423
For household goods complaints: 888-DOT-SAFT (888-368-7238)

4. A copy of your carrier profile can be obtained for $20 from the SAFER website (www.safersys.org) or by calling 800-832-5660 or 703 280-4001. You can also write: Computing Technologies Inc. P.O. Box 3248, Merrifield, VA 22116-3248. Profile cost if ordered by mail or phone is $27.50.

5. Copies of the regulations, forms, interpretations, and manuals are available from a variety of sources. Check the FMCSA website for a current list of suppliers. www.fmcsa.dot.gov/factsfigs/eta/forms.html.

Accident Countermeasures is a set of defensive strategies designed to reduce preventable accidents. The strategies and forms for implementing accident countermeasures can be found on the FMCSA website at: www.fmcsa.dot.gov/factsfigs/eta/counter.html.

Received by _____ Title _____ Date _____

Florida Department of Transportation
Motor Carrier Compliance Office

Motor Carrier Compliance Review

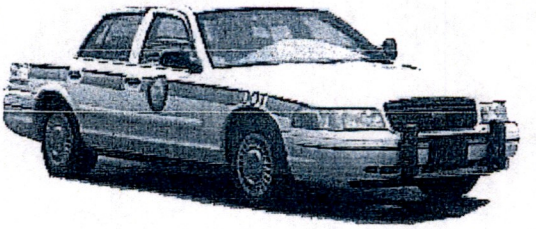
MOTOR CARRIER NAME:

Conducted By Officer:

Frank B. Jelonek
FL855-04-124

Odyssey Manufacturing Co
1484 Massaro Blvd
Tampa, FL 33619

Date of Review
07/22-23/2004



Office of Motor Carrier Compliance

US DOT #: 00826347	Legal: ODYSSEY MANUFACTORING CO
	Operating (DBA):
Review Type: CR	Physical Address: 1484 Massard Blvd, Tampa, FL, 33619
Status: Update	
Place: Principal Office	Mailing Address: 1484 Massard Blvd, Tampa, FL, 33619
Census Type: Carrier/Shipper	Phone: 8136350339 Toll Free: Fax #: 8136302589
Business: Corporation	E-Mail: mrakes@odysseymanufacturing.com
	MC/MX #: Federal Tax ID # 65-0846345 (EIN)

Operation Type	Interstate	Intrastate	Territory:
Carrier Operation:	N/A	HM	State # 826347
Shipper Operation:	N/A	HM	
CT Operation:	N/A		

Carrier Classification
Authorized for Hire

Cargo Classification
Chemicals

Hazardous Materials (C= Carried S=Shipped B= Bulk N=NonBulk)
8 Corrosive material — C S B

Drivers	INTER	INTRA	Avg. Trip Leased Drivers/Mo.:		Does carrier transport placardable quantities of HM?
<100 Miles:			Total Drivers:	13	
>= 100 Miles:		13	CDL Drivers:	13	Yes

Equipment

Truck: 1 Term Leased
Truck Tractor: 11 Term Leased
HM Cargo Tank Trailer: 7 Owned, 6 Term Leased

QUESTIONS regarding this report or the Federal Motor Carrier Safety or Hazardous Materials rules may be addressed to the Office of Motor Carriers at:

719 S. Woodland Blvd. MS995
DeLand, FL
(386) 943-5617

This report will be used to assess your safety compliance.

Person(s) Interviewed: Marvin Rakes — Steve Sidelko
Title(s): President — Secretary

REPORTED BY: Frank [illegible] TITLE: Department of Transportation Compliance Review Off. CODE: FL0855 DATE: 7/23/2004

RECEIVED BY: TITLE:

CAPRI: 6.1.1 PART A Printed 7/23/2004 8:47:51 AM

ODYSSEY MANUFACTORING CO	Date: 07/23/2004
USDOT: 00826347 State #: 826347	Page:1 of 1

Part B - Violations

		Discovered	Checked	Drivers/Vehicles In Violation	Drivers/Vehicles Checked
1 FEDERAL	Primary: 172.704(a)	13	13	1	1

Description
Failing to train hazardous materials employees as required.
Example
Jim Bannon, 07/12/03, Hazmat training, failed to document referenced training material, certifcation of instructor or certifying statement signed by instructor.

		Discovered	Checked	Drivers/Vehicles In Violation	Drivers/Vehicles Checked
2 STATE	Primary: 395.3(b)(2) CFR Equivalent: 395.3(b)(2)	3	112	1	1

Description
Requiring or permitting driver to drive after having been on duty more than 70 hours in 8 consecutive days.
Example
Harold Kendrick, from 06/22/04 to 06/27 drove a total of 71.5 hours.

		Discovered	Checked	Drivers/Vehicles In Violation	Drivers/Vehicles Checked
3 STATE	Primary: 395.8(e) CFR Equivalent: 395.8(e)	1	676	1	1

Description
False reports of records of duty status.
Example
Ralph Carlini, 07/7/04 Driver marked log book off-duty when the driver was technically on duty status.

		Discovered	Checked	Drivers/Vehicles In Violation	Drivers/Vehicles Checked
4 STATE	Primary: 396.11(b) CFR Equivalent: 396.11(b)	1	450	1	5

Description
Failing to ensure driver vehicle inspection report is complete and accurate.
Example
James Bannon, 06/21/04.

Safety Fitness Rating Information:			
Total Miles Operated	500,000	OOS Vehicles (CR):	
Recordable Accidents	0	Number of Vehicles Inspected (CR):	
Recordable Accidents/ Million Miles	0.000	OOS Vehicles (MCMIS):	
		Number of Vehicles Inspected (MCMIS):	

This Review is not Rated.

Received By:	Title:

Requirements and/or Recommendations

1 Accident Countermeasures is a set of defensive strategies designed to reduce preventable accidents. The strategies and forms for implementing accident countermeasures can be found on the FMCSA website at: www.fmcsa.dot.gov/factsfigs/eta/counter.html.

2 Copies of the regulations, forms, interpretations, and manuals are available from a variety of sources. Check the FMCSA website for a current list of suppliers. www.fmcsa.dot.gov/factsfigs/eta/forms.html.

3 A copy of your carrier profile can be obtained for $20 from the SAFER website (www.safersys.org) or by calling 800-832-5660 or 703 280-4001. You can also write: Computing Technologies Inc. P.O. Box 3248, Merrifield, VA 22116-3248. Profile cost if ordered by mail or phone is $27.50.

4 Conduct periodic internal reviews of your maintenance, hazardous materials handling, driver qualification, hours of service control, accident reporting, training, and other safety systems to ensure continued compliance.

5 Retain on file a properly completed & current copy of your form MCS-90 financial responsibility endorsement.

6 Ensure that all drivers' records of duty status (logs) are accurate. Check them against "supporting documents" to verify accuracy. Prohibit falsification of logs by any driver. Review the rules on supporting documents. Take appropriate action against drivers who falsify logs.

7 Ensure that all employees who handle hazardous materials are properly trained as required. See Subpart H of part 172 of Title 49, Code of Federal Regulations (CFR).

8 Notice: On April 28, 2003, the FMCSA published a final rule revising the hours-of-service regulations for commercial motor vehicle drivers. Under the new rule, drivers may drive 11 hours after 10 consecutive hours off-duty, but may not drive beyond the 14th hour after coming on-duty. Similar to existing rules, drivers may not drive after being on-duty for 60 hours in a seven-consecutive-day period or 70 hours in an eight-consecutive-day period. This on-duty cycle may be restarted whenever a driver takes at least 34 consecutive hours off-duty. Short-haul truck drivers, who routinely return to their place of dispatch after each duty tour and then are released from duty, may have an increased on-duty period of 16 hours once during any seven consecutive day period.

Carriers and commercial motor vehicle drivers are required to comply with the current hours-of-service rules through January 3, 2004. Compliance with the "new" regulations is mandatory for all carriers, except passenger-carrying operations, beginning on January 4, 2004. Passenger-carrying motor carriers and drivers are not subject to the new maximum driving limits. For more information on these regulations, please access the FMCSA website at www.fmcsa.dot.gov.

9 Establish a system to control drivers' hours of service. Do not dispatch drivers who don't have adequate hours available to complete assigned trips legally. Do not allow drivers to exceed the 11, 14 and 60/70 hour limits.

Florida Department of Transportation

JEB BUSH
GOVERNOR

Office of Motor Carrier Compliance
719 S. Woodland Blvd. M.S. 2-995
DeLand, FL 32720

JOSE ABREU
SECRETARY

Notice of Non-Compliance

July 23, 2004

Odyssey Manufacturing Co
1484 Massaro Blvd
Tampa, FL 33619

On July 22-23, 2004, a compliance review of your company was conducted to determine compliance with the applicable safety laws and regulations. The violations discovered during the review are listed in Part B of the compliance review report.

According to Rule14-108, Florida Administrative Code, any person or motor carrier who operates or causes or permits commercial motor vehicles to be operated in the transportation of properties on any road, street, or highway open to travel by the public shall be in compliance with the applicable safety laws and regulations contained or adopted by reference in Section 316.302, Florida Statutes. Any person or motor carrier found to be in violation of these safety laws and regulations should be subject to the penalties prescribed by statute and this rule. Please ensure that corrective action is taken for all violations listed in Part B of this review. The Office of Motor Carrier Compliance may conduct a follow-up compliance review with in ***60 days*** to determine that the violations have been corrected.

If you have any questions, please feel free to contact me at the local office in Orlando FL tel. (407) 521-2592, ext. 3391 or my cell phone at (407) 908-6619.

Sincerely,

Officer Jelonek

Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSE ABREU
SECRETARY

July 23, 2004

Odyssey Manufacturing
1484 Massaro Blvd
Tampa, FL 33619

On July 22-23, 2004 a compliance review of your company was conducted. As a result, the attached Commercial Motor Vehicle Citation has been issued, indicating the penalty amount due the Department of Transportation. You have twenty (20) calendar days from receipt of this citation to deliver payment payable to **DOT Trust Fund**.. Please remit payment to:

Florida Department of Transportation
Motor Carrier Compliance Office
Penalty Collection Unit
1815 Thomasville Road
Tallahassee, Florida 32303-5750

In order to protest the findings of the compliance review and the resulting penalty to the Commercial Motor Vehicle Review Board, the penalty must be paid or a good and sufficient bond payable to the Governor of the State of Florida twice the amount must be posted, and you must provide a written explanation of the grounds for your protest within sixty (60) days of receipt of the penalty. If you wish to protest, after remitting payment of penalty or posting a Governor's bond, send your protests to:

Commercial Motor Vehicle Review Board
1815 Thomasville Road
Tallahassee, Florida 32303-5750
Telephone: (850) 488-7920
Facsimile: (850) 922-6709
www11.myflorida.com/mcco

If you have any questions regarding these instructions, please contact me at (407) 532-2787.

Sincerely,

Officer Frank B. Jelonek
Office of Motor Carrier Compliance
P.O Box 613069 Building 5318
Ocoee, FL 34761

THIRD AMENDMENT TO THE AGREEMENT FOR PURCHASE OF LIQUID SODIUM HYPOCHLORITE - PURCHASE & SERVICE

This First Amendment, made and entered into this _____ day of _____ 2023, by and between the **City of Zephyrhills, Florida**, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 5335 8th Street, Zephyrhills, Florida 33542, hereinafter referred to as "City", and **Odyssey Manufacturing Company**, a Florida Corporation with offices located at 1484 Massaro Boulevard, Tampa, Florida 33619, hereinafter referred to as "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Liquid Sodium Hypochlorite - Purchase & Service, pursuant to Bid No. 11-21-05 (hereinafter referred to as the "Agreement"), made and entered into by the City and Contractor on the 26th day of April 2021, is hereby amended in the following manner:

Section 4.1 is hereby amended to increase the sodium hypochlorite pricing from $1.35 to $1.52 per gallon on the anniversary date of the Agreement which shall be August 12, 2024. This price increase is made based on Contractor's request dated July 12, 2024, **EXHIBIT A**, which outlined the unprecedented and extraordinary inflationary situation in the world chemical market where prices have increased significantly over the past years.

1. All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect
2. This Third Amendment shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the City and Contractor have signed and executed this Third Amendment with an effective date as noted above.

Contractor Legal Representative

_____
Signature Date

_____
Print Name and Title

WITNESS

_____
Signature Date

City of Zephyrhills

_____
City Council President Date

ATTEST

_____
Lori L. Hillman Date
City Clerk

ODYSSEY
MANUFACTURING CO.

July 12, 2024

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Re: **CITY OF ZEPHYRHILLS ITB 11-21-05: FURNISH AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE TO WATER AND WASTEWATER PLANTS**

Dear Ms. Miller,

As you know, the anniversary date of the subject contract is August 12, 2024. The initial term of this contract was for five years and it has automatic renewals thereafter with mutual agreement. We are nearing the third year of service under this contract. Over the past three years, chemical prices have gone up significantly. The purpose of this letter is to request a price increase for the fourth year of the contract effective August 12, 2024 through August 11, 2025 with a change in pricing from $1.35 per gallon to $1.52 per gallon.

Over the past year, our production costs have continued to go up. Our salt contract escalates at 3% per year. Our electricity costs went up over 10%. Our wages have increased 4.5%, which in this tight labor market, is necessary to keep employees. Unfortunately, our insurance premiums for liability insurance and for property insurance each increased over $500,000 with the recent renewals. This alone represents the equivalent of just over a $.015 per gallon cost increase. Because of the tight national chlorine market, our purchased sodium hypochlorite pricing (about 25% of our total sales) is going up by 25% on October 1st. Chlorine is mixed with sodium hydroxide to make sodium hypochlorite and every supplier in Florida is dependent upon importing chlorine ranging from 25% - 100% of their total production. As you may be aware, 35% of the chlorine production in North America comes from diaphragm cell chlor-alkali plants. These plants are no longer permitted to import replacement diaphragms because they are made with asbestos and there is now an asbestos importation ban in this country. Most of these plants are being mothballed as their diaphragms wear out (they last a year or so) further putting upward pressure on pricing.

Lastly, the cost to serve the City of Zephyrhills is significantly higher than any of our other Florida customers because there are eight plants and only 70,000 gallons per year of consumption. Thus, delivery costs are extremely significant and spread among far fewer gallons than most other utilities. As a result, our delivery cost for the City of Zephyrhills is between $0.45 to $0.50 per gallon compared to less than $0.25 per gallon for our other

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customers. I suspect that these large number of plants also make it more difficult to manage as well!

In addition to the cost increases we have experienced, a second barometer to look at is hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite for this year. As you can see, the proposed increase is very reasonable in light of these recent bids, factoring in the City of Zephyrhills annual usage of 240,000 gallons per year and an additional $0.25 per gallon delivery charges for these bids due to higher transportation costs for Marion County.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
6/15/2023	Okeechobee County	30,000	No Bid	$1.80
6/27/2023	Town of Jupiter WTP	314,000	$1.44	$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	$1.54	$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	$1.47	$2.25
7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	$1.57	$2.45
7/10/2023	City of Ocala	325,000	$1.90	$1.75
7/24/2023	South Martin Regional	185,000	No Bid	$1.65
7/26/2023	The Villages	700,000	No Bid	$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	$1.44	$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	$1.54	$2.10
7/31/2023	City of Ormond Beach	320,000	$1.95	$1.69
8/9/2023	Martin County	800,000	$1.45	$2.05
8/16/2023	Charlotte County	606,000	$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	$1.69
9/11/2023	City of Lake Wales	109,000	$1.95	$1.70
9/27/2023	City of Lakeland	105,000	$1.69	$1.76
10/4/2023	Seminole County	1,794,000	$1.68	$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641.648	$2.10	$1.53
12/18/2023	Hillsborough County	10,724,040	$1.43	$1.89
12/18/2023	City of Tampa	1,700,000	$1.49	$1.42
3/12/2024	Peace River Manasota	750,000	$1.56	$1.65
4/17/2024	Lee County	1,445,000	$1.49	$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	$1.49	$1.70

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager

City Council Meeting
August 12, 2024

Action Item

CONSENT ITEMS 1.4

Approval of Kimley-Horn Professional Services Agreement 37-24-07
Second of 2 three (3) Year Extensions June 11, 2024 - June 10, 2027.

Issue:
The first three (3) year Agreement extension between Kimley Horn and Associates and the City of Zephyrhills for Professional Engineering Consulting Services expired on June 10, 2024.

Background:
Extending the Agreement per ARTICLE 1 - AGREEMENT of the Professional Services Agreement will allow Kimley Horn and Associates to continue to furnish professional services through June 10, 2027.

Attachment(s):
1. 37-21-04 Kimley Horn Second & Final 3-year Extension Renewal
2. 37-21-04 Kimley Horn First 3-year Extension Renewal
3. 37-18-07 Kimley Horn and Associates

Fiscal Impact:

Staff Recommendation:
Staff recommends approval of the second three-year extension option under the 2018 Agreement for Professional Services.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into effective the 11th 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 KIMLEY HORN AND ASSOCIATES, 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 three (3) year Term commencing June 11, 2018, and ending June 10, 2021. The first renewal of two renewals was executed was June 11, 2021 through June 10, 2024.

1. **THAT** the Agreement for Professional Services will exercise the SECOND and FINAL RENEWAL through June 10, 2027.

2. **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 written above.

CITY OF ZEPHYRHILLS CITY COUNCIL

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

Date:_____

ATTEST:

_____
Ricardo Quiñones

KIMLEY HORN and ASSOCIATES

By:_____

Date:_____

ATTEST:

_____
Corporate Secretary

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into effective the 11th day of June, 2021, by and between the CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and KIMLEY HORN AND ASSOCIATES, 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 exercise the FIRST RENEWAL through June 10, 2024.

2. **THAT** this will leave the FINAL EXTENSION to be exercised in June 2024.

3. **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 CITY COUNCIL

By: _____
W. Alan Knight, Council President

Date: May 24, 2021

ATTEST:

_____
Lori L. Hillman, City Clerk

KIMLEY-HORN AND ASSOCIATES, INC.

KIMLEY HORN and ASSOCIATES

By: _____

Date: May 24, 2021

ATTEST:

_____
Corporate Secretary

B. KELLEY KLEPPER, VICE PRESIDENT

VICE PRESIDENT OF KIMLEY-HORN AND ASSOCIATES, INC.

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 Kimley Horn (hereinafter referred to as "Consultant") a Florida corporation with its principal office located at 655 North Franklin Street, Suite 150, Tampa, 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 alt requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and 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 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.

(c) 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 acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant 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 basis, 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) The fee structure and hourly rates may be revised only by written Task Assignment, 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.

(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.

(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 coverage's:

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 Consultants 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.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

This indemnification agreement shall not exceed the indemnification requirements and obligations as set forth in Florida Statute 725.08 relating to Professional Engineering Services.

(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 the insurer 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.

Nothing shall be construed to extend the City of Zephyrhills' liability beyond that provided in section 768.28, Florida Statutes.

(e) *Builders' Risk Coverage: for any contracts that may apply to the following in the first sentence should also include statement below. If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimate replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1$) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether*

insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum 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 patty 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 aor 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.**

(a) 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:

1. 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.

2. 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.

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty 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
City Council President

Date Approved: 6-11-2018

ATTEST:

By: _____
Lori L. Hillman, City Clerk

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Date: 11/13/2018

ATTEST:

By: _____

Print Name: CHRISTOPHER C. HASTON, PE

Title: 11/13/18

ADDENDUM

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 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY OF ZEPHYRHILLS, 5335 8TH STREET, ZEPHYRHILLS, FLORIDA 33542.

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 MUNINCIPALITY 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

THE CITY OF ZEPHYRHILLS, FLORIDA

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.

(Consultant to attach list of Key Employees)

EXHIBIT B – KEY EMPLOYEES

Name	Title	Responsibility
Christopher Hatton, P.E.	Chief Engineer	Principal-in-Charge
Dawn Dodge, P.E.	Project Manager/Senior Engineer	Project Manager; Public Works Task Leader; Stormwater Management
Wayne White, P.E.	Chief Engineer	Quality Assurance/Quality Control
Kelley Klepper, AICP	Senior Planner	Planning & Building Task Leader; Master Planning, General Planning Codes/Ordinances; Community Redevelopment Agency (CRA) Task Leader; Urban Planning
Wade Wood, P.E.	Senior Professional Engineer	Utilities Task Leader; Water/Wastewater
James Pankonin, PLA, ASLA, LEED AP	Senior Landscape Architect	Master Planning, General Planning, Codes/Ordinances; Parks and Recreation; Landscape Architecture; Urban Planning
William Roll, Jr., AICP, CNU-A	Senior Planner	Corridor Planning/Urban Design; Traffic/Transportation/Transit; Pedestrian and Vehicular Traffic

THE CITY OF ZEPHYRHILLS, FLORIDA

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 OF ZEPHYRHILLS. 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), be reimbursed at the following hourly rates:

(Consultant to attach list of Unit Labor Rates to include "Title" and "Rate")

City of Zephyrhills	
Kimley-Horn and Associates, Inc.	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	$ 298.00
Senior Project Manager	$ 285.00
Project Manager	$ 215.00
Senior Professional Engineer	$ 230.00
Senior Environmental Scientist	$ 200.00
Professional Engineer II/Wetland Scientist/Geologist	$ 180.00
Professional Engineer I/Wetland Scientist/Geologist	$ 165.00
Engineer Intern	$ 135.00
Senior Designer/Engineering Tech	$ 138.00
Designer/Engineering Tech	$ 118.00
Drafter/CADD Operator	$ 100.00
Sr. Planner	$ 230.00
Planner	$ 150.00
GIS Specialist	$ 120.00
Sr. Landscape Architect	$ 230.00
Landscape Architect	$ 180.00
Landscape Intern	$ 135.00
Construction Engineer	$ 175.00
Construction Inspector	$ 145.00
Administrative/Clerical	$ 90.00

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 he 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 _____ between THE CITY OF ZEPHYRHILLS, Florida and _____ (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' 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:

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 _____ dated _____ 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 _____

BEFORE ME, the undersigned authority, personally appeared _____ (name of affiant and title of _____ who, after first bein duly sworn, deposes and says 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 SIGNATATURE AND SEAL

_____
Type or Print Name

COMMISION SEAL/NUMBER

City Council Meeting
August 12, 2024

Action Item

CONSENT ITEMS 1.5

Approval of Cornelison Engineering Renewal Agreement 37-24-08
Second three (3) year Extension June 11, 2024 - June10, 2027.

Issue:
The first three (3) year Agreement extension between CED and the City of Zephyrhills for Professional Engineering Consulting Services expired on June 10, 2024.

Background:
Extending the Agreement per ARTICLE 1 - AGREEMENT of the Professional Services Agreement will allow CED to continue to furnish professional services through June 10, 2027.

Attachment(s):
1. CED_24 TO 27 - Agreement number 37-2024-08_
2. 37-21-01 CED First 3-year Extension Renewal
3. 37-18-02 Cornelison Engineering & Design, Inc. Agreement for Professional Services

Fiscal Impact:

Staff Recommendation:
Staff recommends approval of the second three-year extension option under the 2018 Agreement for Professional Services.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into effective the 11th 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 **CORNELISON ENGINEERING & DESIGN INC**, a Florida corporation, hereinafter referred to as "CONSULTANT". Agreement # 37-2024-08.

WITHNESSETH

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 exercise the FINAL RENEWAL through June 10, 2027.

2. 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 CITY COUNCIL

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

ATTEST:

_____
Ricardo Quinones, Clerk
ZEPHYRHILLS CITY COUNCIL

CORNELISON ENGINEERING & DESIGN INC

By:_____

ATTEST:

Marcia A. Cornelison
_____
Corporate Secretary

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into effective the 11th day of June, 2021, by and between the CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and CORNELISON ENGINEERING & DESIGN INC, 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 exercise the FIRST RENEWAL through June 10, 2024.

2. **THAT** this will leave the **FINAL EXTENSION** to be exercised in June 2024.

3. **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 CITY COUNCIL

By: _____
W. Alan Knight, Council President

Date: May 24, 2021

ATTEST:

_____
Lori L. Hillman, City Clerk

CORNELISON ENGINEERING & DESIGN, INC.

By: _____

Date: May 24, 2021

ATTEST:

_____
Corporate Secretary

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 Cornelison Engineering and Design, Inc. (hereinafter referred to as "Consultant") a Florida corporation with its principal office located at 38039 Old 5th Avenue, Florida.

WHEREAS, CITY desires to obtain engineering services 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 alt requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and 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 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.

(c) 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 acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant 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 basis, 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) The fee structure and hourly rates may be revised only by written Task Assignment, 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.

(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.

(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) Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as

furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

(b) Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum 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 (Cause and/or Convenience).**

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor/vendor in performing this contract, whether completed or in process.

(e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

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 are 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. Indemnity. Consultant shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable *costs,* collection expenses, attorneys' *fees,* and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Consultant recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

This indemnification agreement shall not exceed the indemnification requirements and obligations as set forth in Florida Statute 725.08 relating to Professional Engineering Services.

20. Consultant's Competitive Negotiation Act.

(a) 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:

1. 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.

2. 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.

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty 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
City Council President

Date Approved: June 11, 2018

ATTEST:

By: _____
Lori L. Hillman, City Clerk

CONSULTANT

Cornelison Engineering & Design, Inc.

By: _____

Date: 11-26-18

ATTEST:

By: _____

Print Name: Emily VandeBerg

Title: _____

ADDENDUM

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 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY OF ZEPHYRHILLS, 5335 8TH STREET, ZEPHYRHILLS, FLORIDA 33542.

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 MUNINCIPALITY 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.

KEY EMPLOYEES

Employee	Title	Responsibility
Craig Cornelison	President	Principal / Project Manager, Permitting, Stormwater Management, Erosion Control Plans, Construction Management
Ricardo Ramos	Designer	Assistant Project Manager, Permitting, Stormwater Management, Erosion Control Plans

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:

2019 RATES*

LABOR CLASSIFICATION	HOURLY RATE
Principal	$165.00
Senior Engineer I / Senior Professional I	$140.00
Senior Engineer II / Senior Professional II	$130.00
Engineer / Professional	$115.00
Designer	$100.00
Technician	$90.00
Support / Clerical	$70.00

*Subject to annual adjustment

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)

PROJECT TEAM MEMBERS

NAME	TITLE	RESPONSIBILITY
Craig Cornelison, PE	President	Principal, Project Manager, Stormwater Management, Permitting, Water/Wastewater, Hydrology/Groundwater Modeling, Erosion Control Plans, Construction Management
Ricardo Ramos	Designer	Assistant Project Manager, Stormwater Management, Permitting, Water/Wastewater, Hydrology/Groundwater Modeling, Erosion Control Plans,
Marcia Cornelison	Secretary/Treasurer	Project Support/Coordination, Permitting
Gerald Harrison	Technician	CADD Technician/Design
Emily VandeBerg	Support/Technician	Project Support, CADD Support
Linda Boan	Administrative Support	Support, Clerical
Tammy Vrana, AICP *Vrana Consulting, Inc.*	President/Planner	Master Planning, General Planning, Sustainability, Grants Writing
Alyson Utter, RLA *Anderson Lesniak Limited, Inc.*	President/Landscape Architect	Landscape Architecture, Urban Design
Rob Cornelius, PE *Andreyev Engineering, Inc.*	Officer/Engineer	Geotechnical Engineering, Environmental Consulting, Field Investigations/Assessments
Daniel Johnson, PLS *D.C. Johnson & Associates, Inc.*	President/Surveyor	Surveying and Mapping, Right of Way/Topographic Design
Geoffrey Dickinson, AICP *SB Friedman Development Advisors*	Real Estate and Economic Development Advisor	Market/Economic Analysis

Project Engineer:
Craig L. Cornelison, P.E.
Tel. 813-788-7835
Email: craig@cornelison-eng.com

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 21st day of November, 2018.

By: _____ (affiant's signature)
Craig L. Cornelison

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Craig L. Cornelison *[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 21st day of November, 2018 by CRAIG L. CORNELISON *[name of affiant]*. He/~~she~~ is personally known to me or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

_____
Type or Print Name
LINDA D. BOAN
COMMISSION SEAL/NUMBER: FF961101

LINDA D. BOAN
Commission # FF 961101
Expires June 15, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2018

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

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	RLI Insurance Company	13056
INSURER B :	Underwriters at Lloyd's of London AMB085202	AA-1122000
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Cornelison Engineering & Design, Inc.
38039 Old 5th Ave
Zephyrhills FL 33542

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	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	PSB0007876	08/31/2018	08/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	PSB0007876	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	PSW0004404	09/21/2018	08/31/2019	WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	Professional Liability Retroactive Date:11/06/2009	N	N	3500157-00	07/27/2018	07/27/2019	$2,000,000 per claim/$2,000,000 aggregate $10,000 deductible	

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

Professional Services Contract
1801002
When agreed in a contract or agreement, certificate holder is afforded General Liability Additional Insured coverage, waiver of subrogation under Additional Insured Endorsement PPB 304 02 12 and Liability Enhancement endorsement PPB 316 11 13 and is primary and non-contributing. Workers Compensation waiver of subrogation form WC 00 03 13.

CERTIFICATE HOLDER

City of Zephyrhills
5335 Eighth Street
Zephyrhills FL 33542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. First Aid And Good Samaritan Services
B. Supplementary Payments
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft
E. Canoes Or Rowboats
F. Damage To Premises Rented To You
G. Aircraft Chartered With Crew
H. Electronic Data Liability
I. Who Is An Insured – Newly Acquired Or Formed Organizations
J. Who Is An Insured – Unnamed Partnership Or Joint Venture
K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment
L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations
M. General Aggregate Limit – Per Project Or Per Location
N. Knowledge And Notice Of Occurrence Or Offense
O. Amended Bodily Injury Definition
P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad
Q. Amended Personal And Advertising Injury Definition – Electronic Material
R. Unintentional Omission
S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to **Section II A.1. Business Liability Coverages**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

   a. "First Aid" means initial care for medical attention immediately following a "bodily injury".

   b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs **1.(b)** and **1.(d)** are deleted and replaced with the following:

(b) Up to $2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. Non-Owned Watercraft

1. **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft** Subparagraph **(2)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Up to seventy-five (75) feet long; and

   (b) Not being used to carry persons or property for a charge;

2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft:**

(6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of **Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

   Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

2. **Section II F.9.a. Liability And Medical Expenses Definitions**, is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. Aircraft Chartered With Crew

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft:**

   (6) Any non-owned aircraft chartered to you with a crew including a pilot.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. Electronic Data Liability

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

   q. Electronic Data

   Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate "electronic data". However this exclusion does not apply to "Property Damage".

2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions,** Paragraph **17.** is deleted and replaced by the following:

   17. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

   c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

   d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

   For the purposes of this insurance, "electronic data" is not tangible property.

I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180^{th}) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply for "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

   a. That is not shown as a Named Insured in the Declarations; and

   b. In which you are a member or partner but only if:

      (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and

      (ii) The joint venture or partnership is not providing construction contracting services.

2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and

      (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

      (2) The "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

      (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

      (4) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after the equipment lease expires; or

      (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
   a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph **4. Aggregate Limits.** is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:
   (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   (2) Plus medical expenses;
   (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

"Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of "insured contract" in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   c. Any easement or license agreement

2. The definition of "insured contract" in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.

3. The insurance provided by this provision shall be excess over any valid and collectible Railroad Protective Liability insurance available to an insured , whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of "personal and advertising injury" in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. The definition of "personal and advertising injury" in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

3. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;

4. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph **C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS Paragraph **K.2. Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury and advertising injury" arising out of:

a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. Your "work"; or

d. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-21-2018
Insured
Cornelison Engineering & Design, Inc.
Insurance Company
RLI Insurance Company

Policy No.
PSW0004404

Endorsement No.
Premium 2295

Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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City Council Meeting
August 12, 2024

Action Item

CONSENT ITEMS 1.6

Approval of Furr & Wegman Architects Renewal Agreement 37-21-02A
Second three (3) year Extension June 11, 2024 - June10, 2027.

Issue:
The first three (3) year Agreement extension between Furr & Wegman Architects, P.A. and the City of Zephyrhills for Professional Engineering Consulting Services expired on June 10, 2021.

Background:
Extending the Agreement per ARTICLE 1 - AGREEMENT of the Professional Services Agreement will allow Furr & Wedgman Architects, P.A. to continue to furnish professional services through June 10, 2027.

Attachment(s):
1. 37-21-02A FURR & WEGMAN Second 3 year extention
2. 37-21-02 Furr & Wegman Architects First 3-year Extension Renewal
3. 37-18-06 Furr & Wegman Professional Services Agreement

Fiscal Impact:

Staff Recommendation:
Staff recommends approval of the second three-year extension option under the 2018 Agreement for Professional Services.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into effective the 11th 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 FURR & WEGMAN ARCHITECTS, P.A., a Florida corporation, hereinafter referred to as "CONSULTANT".

WITHNESSETH

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 exercise the FINAL RENEWAL through June 10, 2027.

2. 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 CITY COUNCIL

By:_____
Kenneth M. Burgess Jr, Council President

ATTEST:

_____
Ricardo Quiñones, Deputy City Clerk
ZEPHYRHILLS CITY COUNCIL

FURR & WEGMAN ARCHITECTS P.A.

By:_____

ATTEST:

_____
Corporate Secretary

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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

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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 exercise the FIRST RENEWAL through June 10, 2024.

2. **THAT** this will leave the FINAL EXTENSION to be exercised in June 2024.

3. **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 CITY COUNCIL

By: _____
W. Alan Knight, Council President

Date: May 24, 2021

ATTEST:

_____
Lori L. Hillman, City Clerk

FURR & WEGMAN ARCHITECTS P.A.

By: _____

Date: May 24, 2021

ATTEST:

_____
Corporate Secretary

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 Furr & Wegman (hereinafter referred to as "Consultant") a Florida corporation with its principal office located at 625 East Orange Street, Lakeland, 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 alt requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and 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 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.

(c) 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 acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant 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. Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligations results from any cause beyond its reasonable control and without its negligence.

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 basis, 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) The fee structure and hourly rates may be revised only by written Task Assignment, 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.

(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.

(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. Any such use or reuse, or any modification of the Documents, without the completion or adaptation by the Consultant, will be at CITY's sole risk and without liability or legal exposure to the Consultant.

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 coverage's:

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 Consultants 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,~~" "A-" or higher 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 represen~~tatives, and its ~~a~~gents, 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 represen~~tatives, 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 the insurer 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 an 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.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum 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 patty 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.

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.**

(a) 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:

1. 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.

2. 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.

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each patty 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, City Council President

Date Approved: 10-22-18

ATTEST:

By: _____
Lori L. Hillman, City Clerk

CONSULTANT

Furr & Wegman Architects, P.A.

By: _____
Phillip D. Wegman, Principal

Date: October 18, 2018

ATTEST:

By: _____

Print Name: VICKIE T. JERKINS

Title: Director of Finance & Operations

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. It is the intent of this Request for Proposals (RFP) for the selection of multiple continuing services contracts to meet the engineering, consulting, architectural and planning needs of the City departments. Individual project assignments will be in accordance with the Continuing Services Contract during the Contract period in accordance with the Florida State Statute 287.055.

2.2 The firms selected for this contract will work on Public Works, Utilities, CRA, Building and Planning projects and will work with the Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.2 **PUBLIC WORKS-SCOPE OF WORK**. General. 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:

- Storm water 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

2.3 **UTILITIES – SCOPE OF WORK.** General. 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
- 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

2.4 **COMMUNITY REDEVELOPMENT AGENCY (CRA)-SCOPE OF WORK.** General. We are looking for small, medium and large firms who specializes in the below to rotate the distribution of projects. 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.

2.5 **PLANNING and BUILDING-SCOPE OF WORK.** General. We are looking for small, medium and large firms who specializes in the below to rotate the distribution of projects. 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 MUNINCIPALITY** 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 meets and bounds legal descriptions
- Comprehensive Plan and related elements
- GIS products
- Master Plans
- Codes and Ordinances

2.6 ADDITIONAL REQUIREMENTS.

2.6.1 All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

Exhibit B – Key Employees of Consultant

Furr & Wegman Architects, P. A.		
	Philip D. Wegman, Principal	Principal Architect
	Michael B. Furr, Principal	Support Architect
	M. Aaron Banks, Principal	Project Architect
	Cindy R. Green, Architect	Support Architect
	Allison C. Korcak, Interior Designer	Interior Design
	John de Padua, Graphic Designer	Design Support
	Kelsey D. Galster, CADD Specialist	CADD Support
Volt Air Consulting Engineers		
	Julius Davis, President & CEO	Principal Support
	Bryan Zemina, P.E., Sr. Mechanical Engineer	MEP/F/IT Eng. Project Manager
Dewberry		
	Alex Hulbert, Utility CADD Designer	Senior Designer
	Rey Malave, Civil Engineer	Project Manager

Fee Proposal Form (TO BE SUBMITTED AT TIME OF NEGOTIATIONS)

RFP 35-18-03

Professional Services – City Wide

LABOR CLASSIFICATION	HOURLY RATE
Principal	$200.00
QA/QC Reviewer	$105.00
Sr. Project Manager	$135.00
Project Manager	$100.00
Sr. Project Engineer	$140.00
Sr. Project Planner	
Project Engineer	
Project Planner	
Engineering Intern I	$105.00
Engineering Intern II	$130.00
Sr. CADD Designer	$85.00
Environmental Scientist	
Environmental Analyst	
Clerical	$65.00
Construction Manager	
Construction Inspector	
Other	
Architectural Designer	$100.00
Interior Designer	$120.00

Company Name: Furr & Wegman Architects, P.A.

Authorized Signature/Date: 1/14/19

Philip D. Wegman

Exhibit D – Consultants Reimbursement Expense Guidelines

Prints (24" x 36")	Actual Expense
B&W Copy/Print (8 ½ x 11)	$ 0.20 per sheet
Color Copy/Print (8 ½ x 11)	$ 1.00 per sheet
Shipping/Courier Service	Actual Expense
Mileage (outside of Polk County)	$ 0.54 per mile (if applicable)
Color Renderings (printed in-house)	
8 ½" x 11"	$ 5.00 each
11" x 17"	$ 10.00 each
12" x 18"	$ 12.00 each
CD/Thumb Drive (8 GB)	$ 8.00 each

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 _____ between THE CITY OF ZEPHYRHILLS, Florida and _____ (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' 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 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 _____ dated _____ 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 _____.

BEFORE ME, the undersigned authority, personally appeared _____(name of affiant and title of _____ who, after first bein duly sworn, deposes and says 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 SIGNATATURE AND SEAL

_____
Type or Print Name

COMMISION SEAL/NUMBER

ADDENDUM

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 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY OF ZEPHYRHILLS, 5335 8TH STREET, ZEPHYRHILLS, FLORIDA 33542.

City Council Meeting
August 12, 2024

Action Item

BUSINESS ITEMS/PUBLIC HEARING 2.1

AdventHealth Future Land Use and Rezoning
Second Reading **ORDINANCE NO. 1480-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 35-25-21-0010-08500-0010 AND A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1480-24 on the Second Reading

Issue:

A future land use and rezoning petition for 17 acres (mol) located at the SW corner of Wire Rd and Pretty Pond Rd. The proposed future land use is RU (Residnetial Urban) and the proposed zoning is PUD (Planned Unit Development)

Background:

The subject property consists of approximately 17 acres and is located at the SW corner of Pretty Pond Rd and Wire Rd. The property has an existing future land use of Public / Semi-Public & Mixed use and is requesting a change to RU (Residential Urban). The property has an existing zoning of PUD & OP (Office Professional) and has requested the OP parcel be rezoned to PUD. A preliminary PUD master plan is included (see staff report) for a maximum of 252 apartments. The Plan also allows those units west of the amenity center to be a maximum of two stories and those units east of the amenity center to be a maximum of three stories. Once a builder is confirmed, they will be required to submit a final PUD master plan to confirm the over development, drainage, architecture and turn lanes. A staff report is included with additional background, project description and data / analysis. Conditions are also attached with the site plan.

*** Planning Commission Comments:
* Concern with existing and future traffic in this area with planned development at three corners of the intersection of Wire & Pretty Pond;
* Request for a pedestrian / bike connection from apartments to Diary Rd MP trail (See condition #13 added);

* Discussion to ensure retention pond is started prior to future land clearing and maximize tree preservation.

** The petition is NOT subject to the residential moratorium as the petition was submitted to the City prior to the moratorium.

Staff / City Attorney met with the applicant to finalize the included conditions including a condition that deals with working with the property grades / tree preservation.

Attachment(s):

1. 30936662v3 - ORDINANCE NO 1480-24 AdventHealth FLUMA and Rezoning
2. Advent Health staff report Updated
3. Exhibit A - Legal Description
4. Exhibit B - Preliminary Development Plan

Fiscal Impact:

Staff Recommendation:

Staff / Planning Commission recommend approval with attached conditions.

ORDINANCE NO. 1480-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 35-25-21-0010-08500-0010 AND A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Zephyrhills Planning Commission, on May 28, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

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

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

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

WHEREAS, the City Council has determined that an updated Planned Unit Development District (PUD) zoning designation would be appropriate, would promote the general welfare City, and would encourage proper development within the City; and

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

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

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

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

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

Legal Description is attached hereto as Exhibit "A"

PARCEL ID: 35-25-21-0010-08500-0010
AND A PORTION OF PARCEL ID: 35-25-21-0010-06900-0020
17.39 acres (MOL)

The Future Land Use Map designation is hereby changed from Public/Semi-Public (P/SP), Mixed Use (MU) to Residential Urban (RU). The zoning designation is hereby changed to an updated Planned United Development District (PUD).

Approval of the request, subject to the conditions listed below, is based on the general site plan ("PUD Concept Plan") attached hereto as Exhibit "B" submitted 8/9/2023 consisting of a single use, to wit: multifamily residential housing. A Final Site Plan complying with the following conditions, must be submitted and approved by City Council prior to issuance of building permits.

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 PUD master plan shall conform with the existing grades / topography of the subject property and be subject to the tree removal guidelines as set forth in Sect. 7.06.04 (tree removal guidelines) in the City's Land Development Code.

5. The developer shall provide landscape buffers in accordance with Section 7.06.04.01 of the City's Land Development Code.

6. The minimum multifamily building perimeter setbacks shall be as follows:

Right-of-Way:	25'
All other boundaries:	15'
Accessory structures:	10'

7. The minimum separation between buildings shall be 15'.

8. 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.

9. 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.

10. The proposed Amenity Center/Clubhouse will be developed in accordance with multifamily dimensional standards listed above.

11. The listed species survey and the historic resource/archeological report were provided during the application review process and have been approved. The applicable developer shall comply with the applicable gopher tortoise relocation permit requirements of the Florida Fish and Wildlife Conservation Commission.

12. 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 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.

13. 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, if requested by the City at the time of site plan/construction plan approval based on the site access requirements for the project, and provided that Pasco County approves any such additional turn lanes on the County collector roadways (subject to Pasco County LDC requirements).

14. In addition to the vehicular access points to Pretty Pond Road and Wire Road as set forth in Condition No. 13 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. In the event the Developer's site plan also will accommodate vehicular access to Dairy Road, and provided the City approves such additional vehicular access for the project, a vehicular access point also may be provided to Dairy Road.

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

SECTION 5: The provisions of this Ordinance shall be codified and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such.

SECTION 6: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1480-24 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 22nd day of July 2024.

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

_____
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1480-24 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 12th day of August 2024.

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

_____
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1464-23 was approved by me this 12th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

_____
Matthew E. Maggard, Esq.
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.

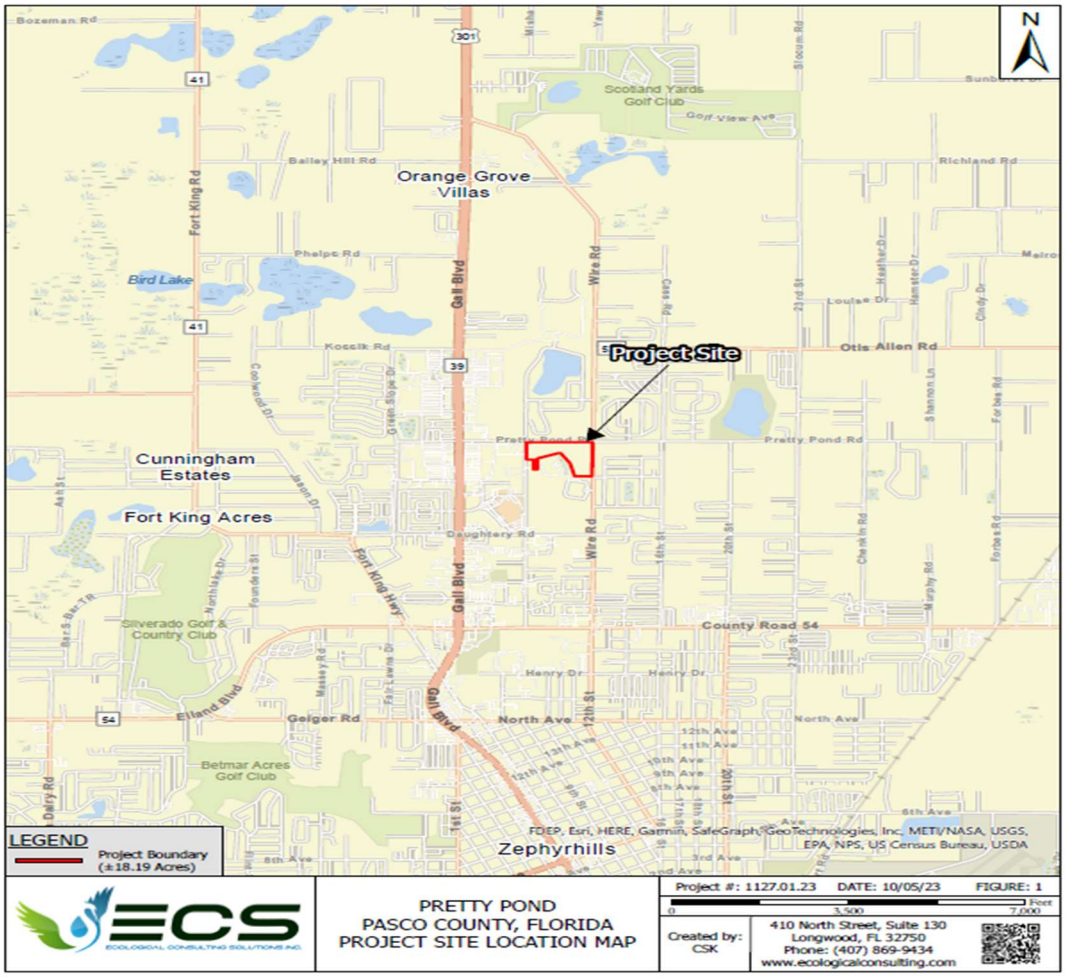


Figure 1-Location Map

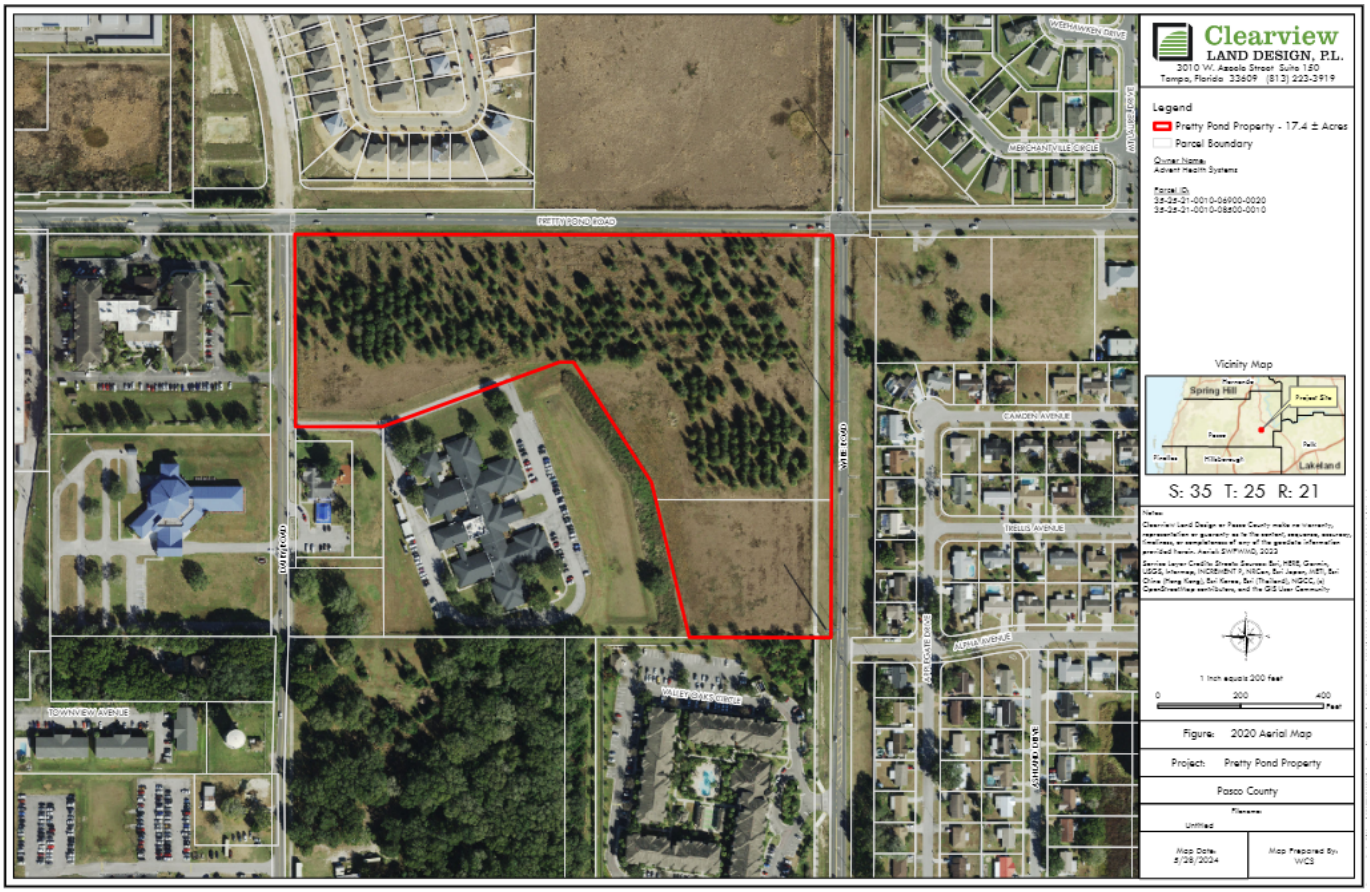


Figure 2-Aerial Map

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)

Existing Zoning:	Planned Unit Development (PUD) & Office Professional (OP)
Proposed Zoning:	Office Professional parcel to PUD
Proposed DU/ACRE	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.

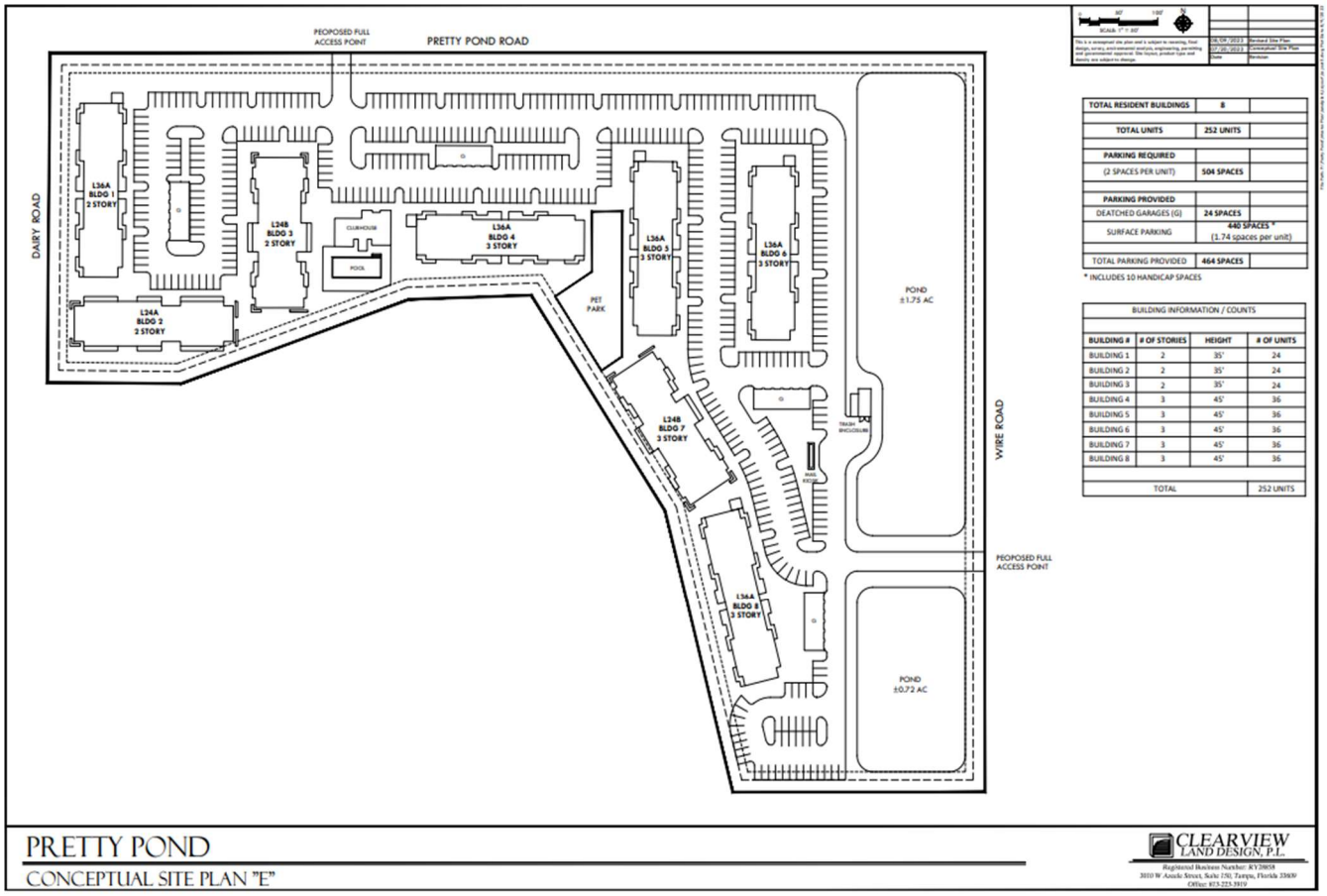


Figure 3 – Proposed Preliminary Development Plan

IV. DATA & ANALYSIS REVIEW

A. Future Land Use and Zoning Analysis

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

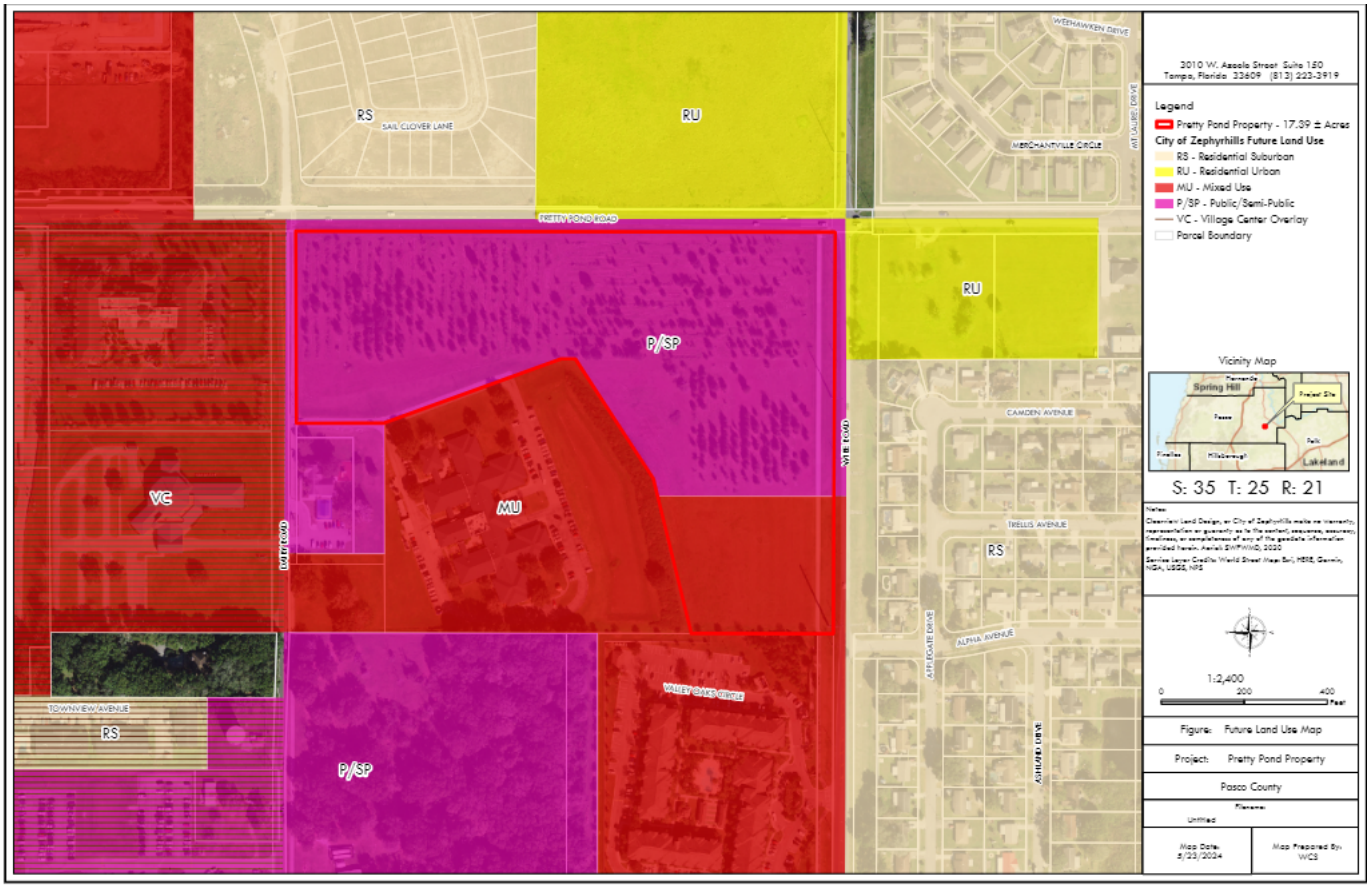


Figure 4 – Existing Future Land Use

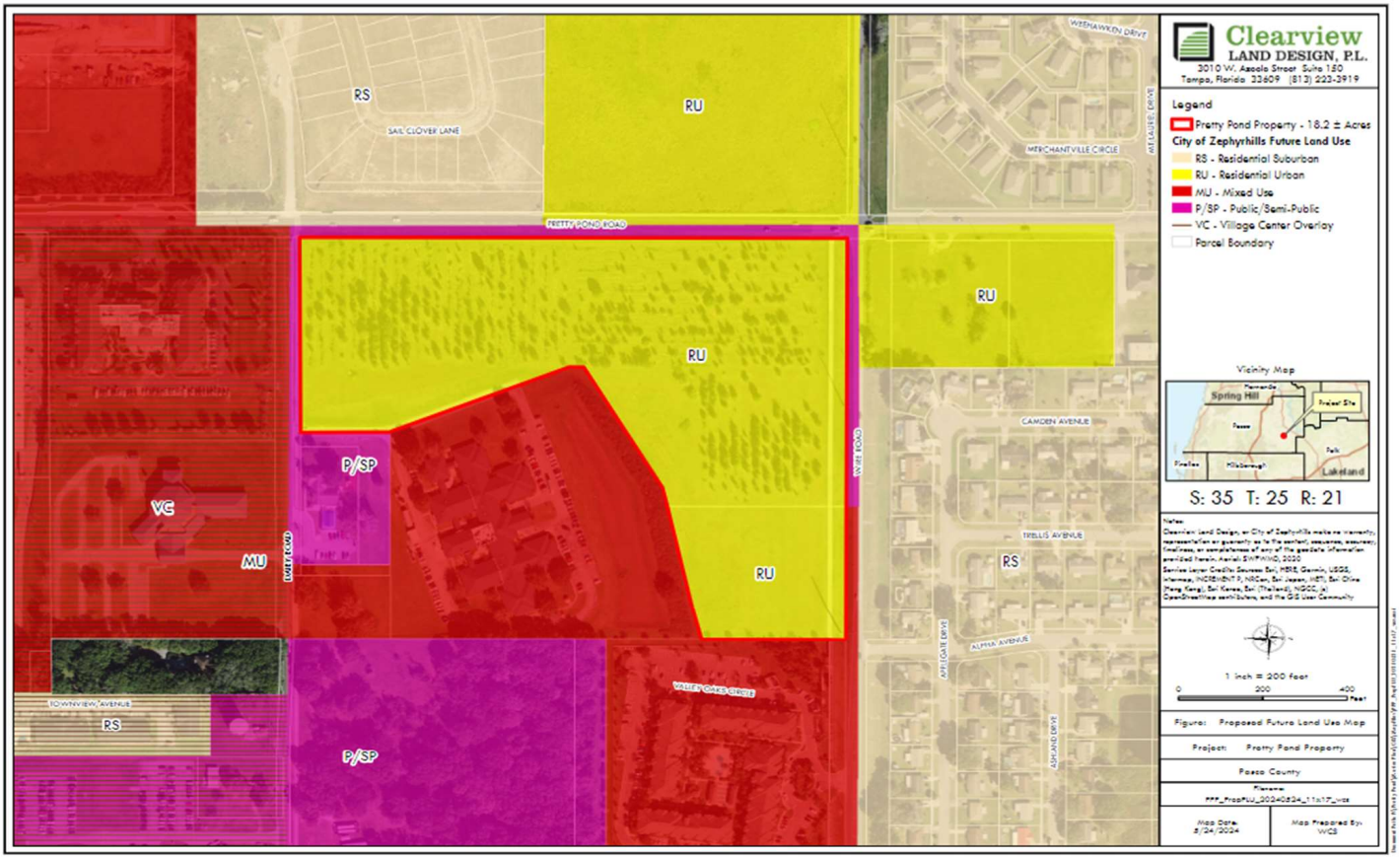


Figure 5-Proposed FLU map

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.

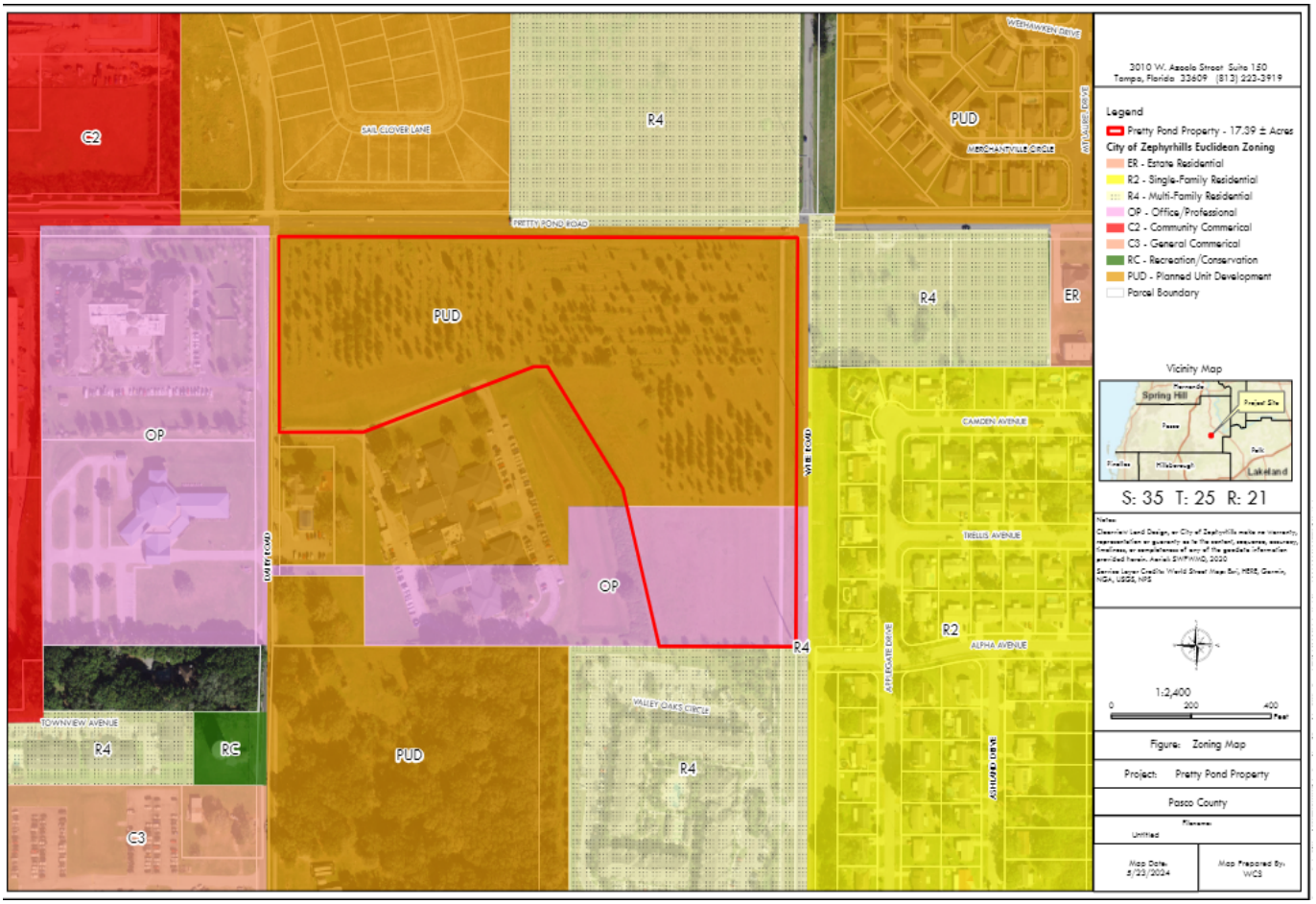


Figure 6 – Existing Zoning Map

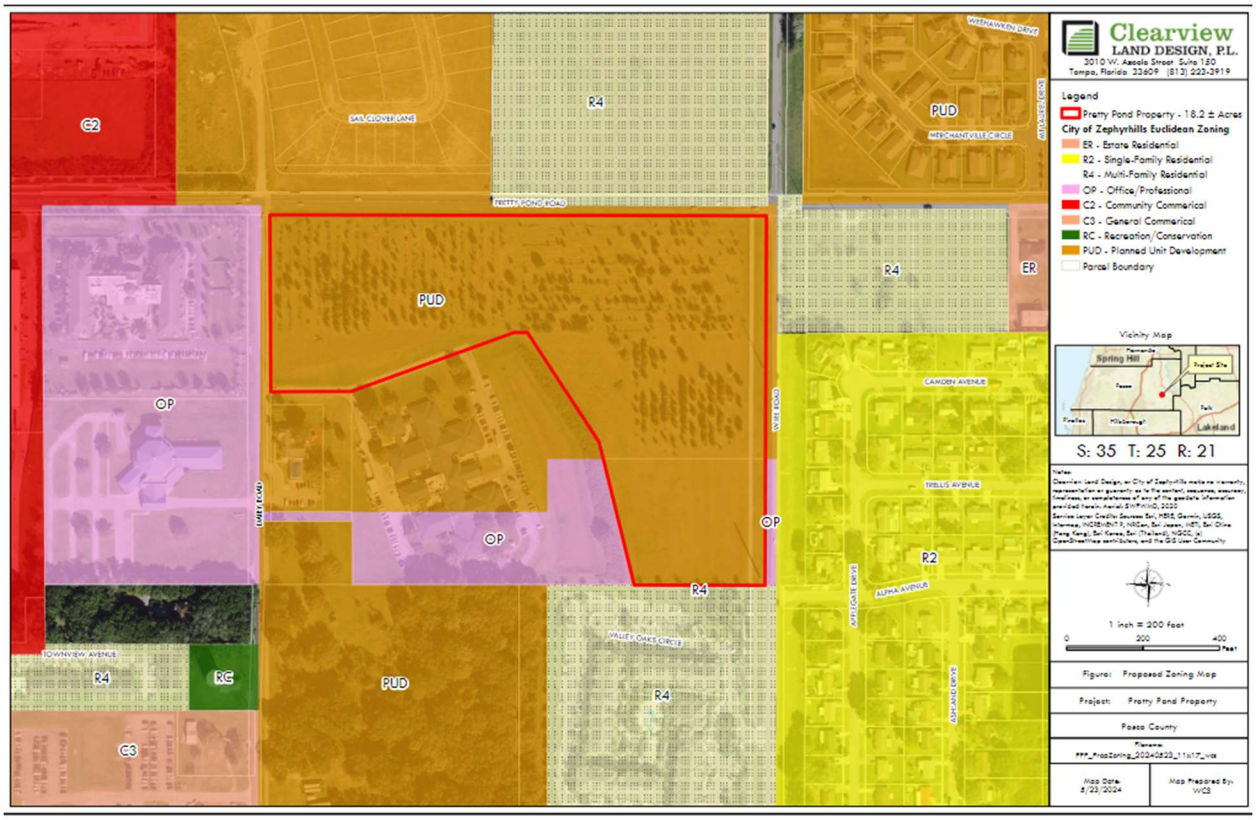


Figure 7-Proposed zoning

E. **Natural & Historic Resources Analysis**[1]

The following site characteristics are provided and are attached to this report:

1. Soil Types – Various well-drained soils (Lake, Arredondo and Kendrick, Zero to 5 percent) that are generally well-suited for development, see attached soils map (figure 8);
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies –No wetlands on site, see Wetlands Map (figure 9);
4. Historic | Archaeological Resources – Based on the cultural assessment report provided no historical / cultural resources were located on the site. The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – Gopher tortoises were observed on the property. Proper permits from USFWS shall be obtained 30 days prior to any land clearing / construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

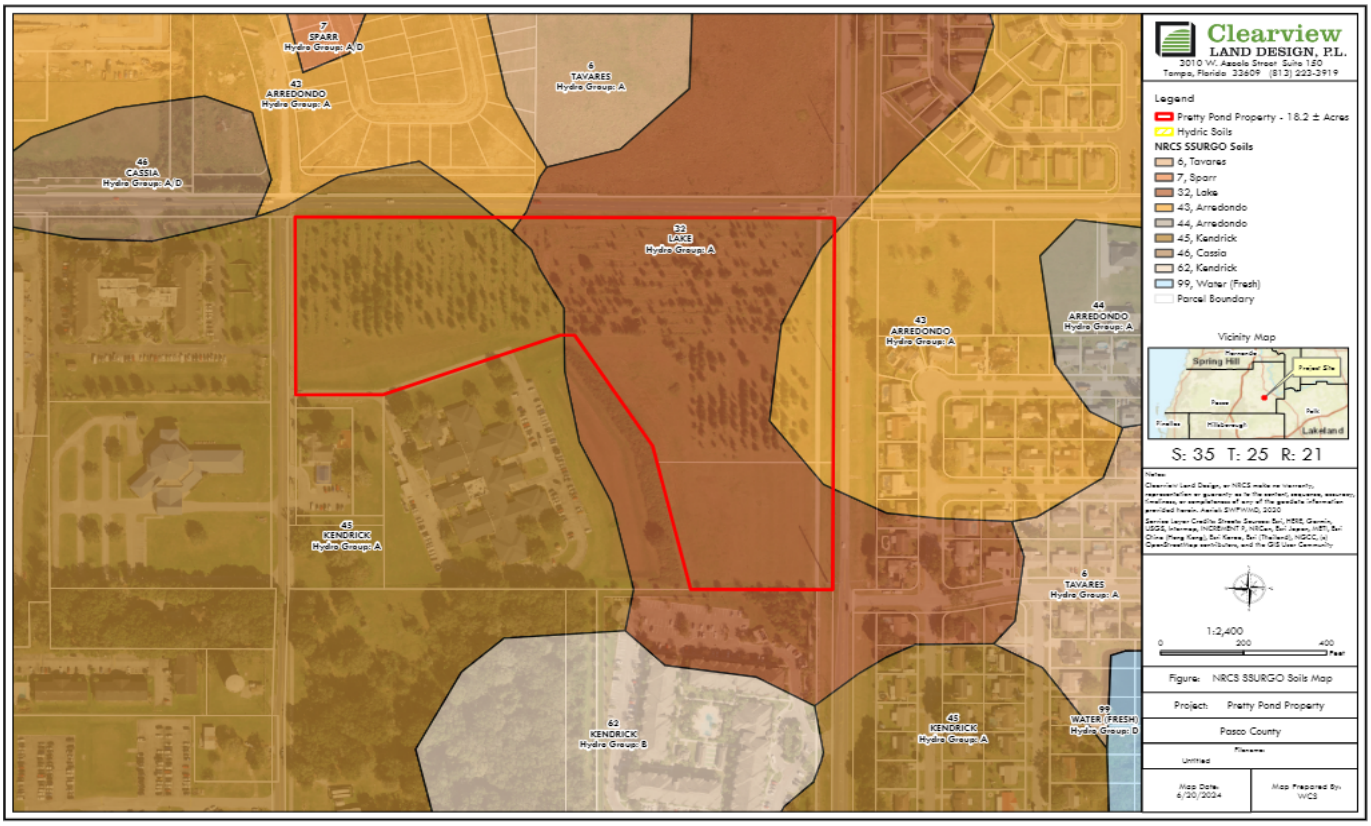
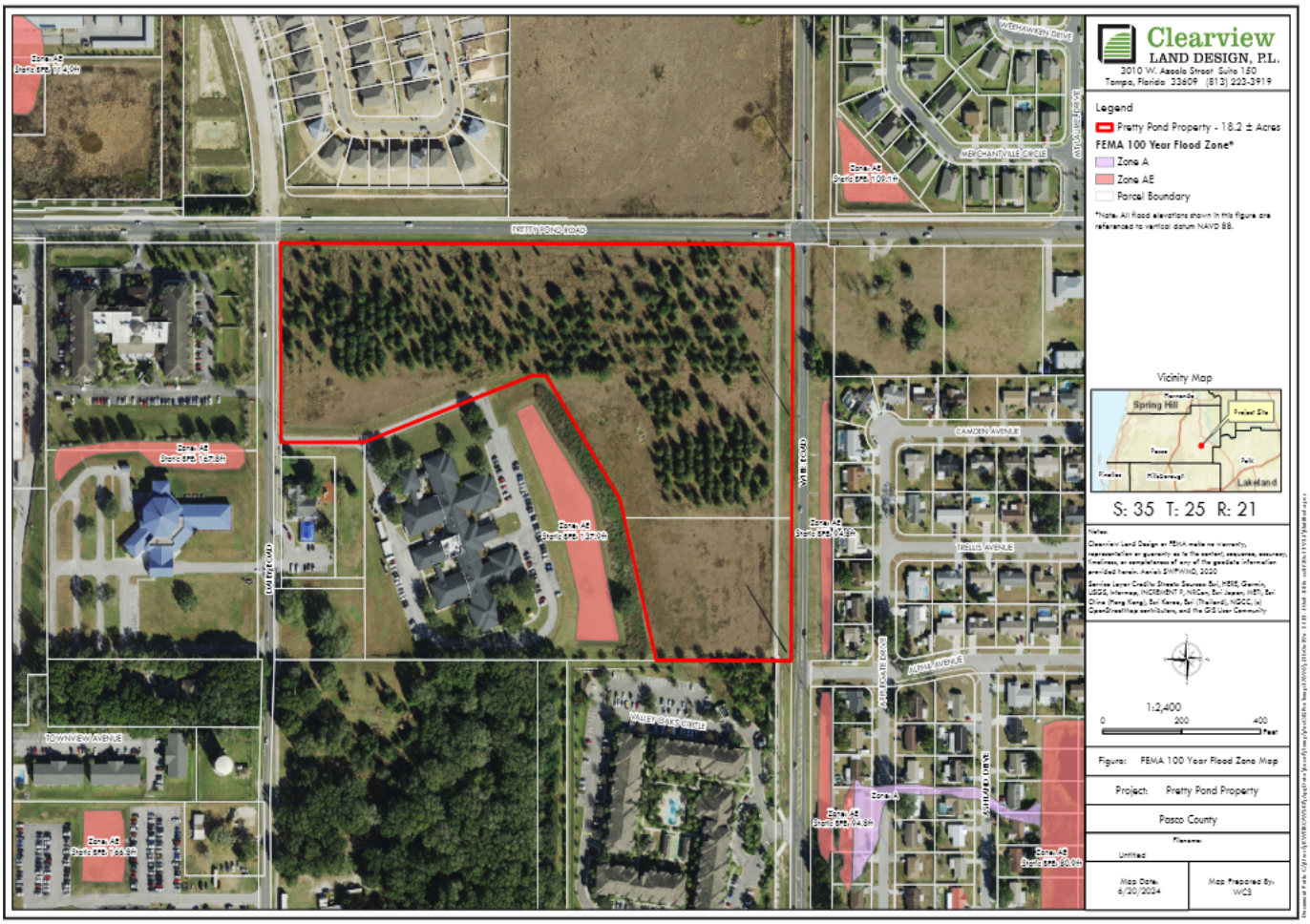


Figure 8-Soil Map



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:

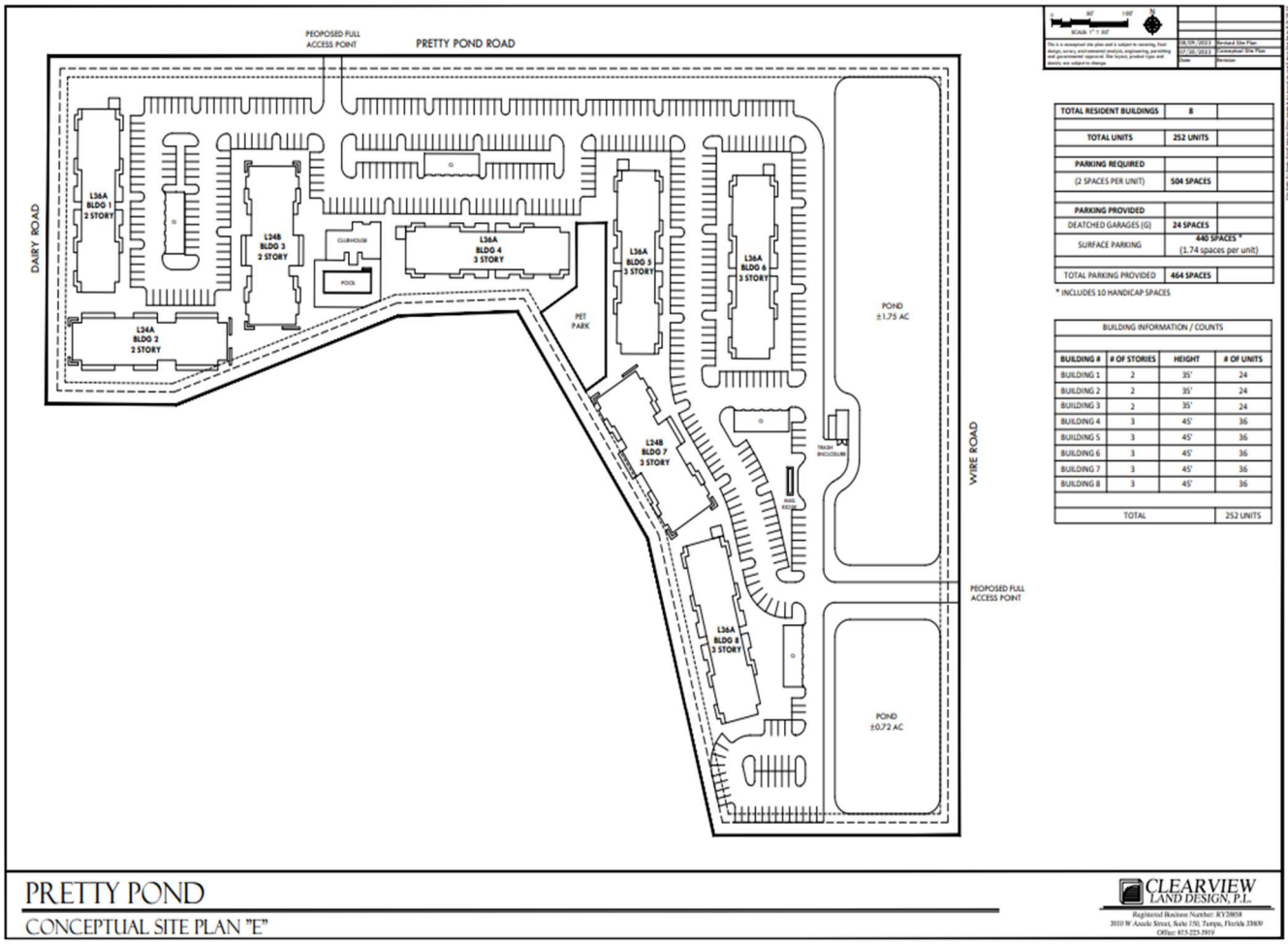


Figure 7 – Proposed Development Plan

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

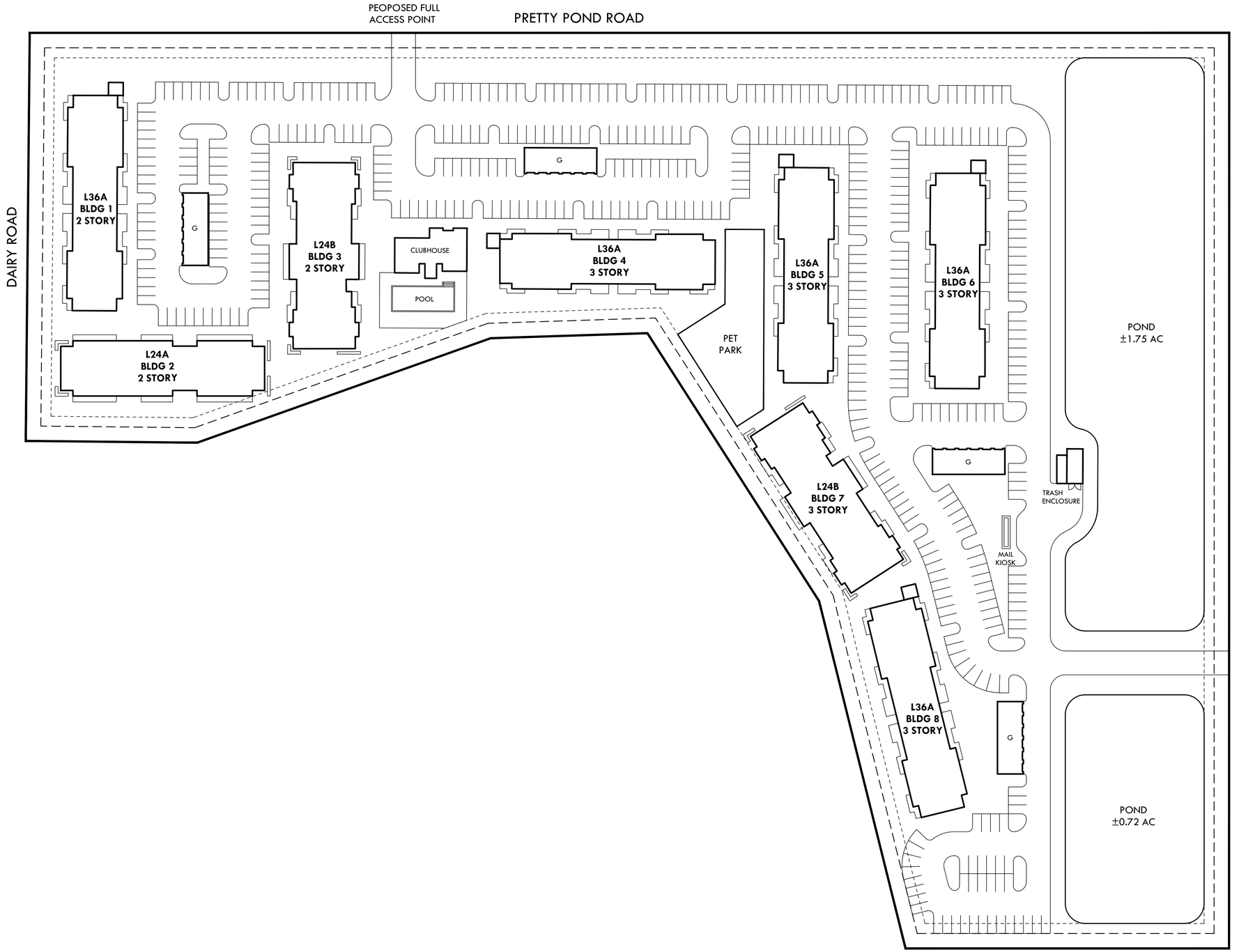
(AREA FOR REZONING)

PORTIONS OF TRACTS 69, 70, 71, 74, 75, 76, 85 AND RIGHT OF WAY 30 FEET IN WIDTH LYING BETWEEN TRACTS 70 & 71 AND TRACTS 74 & 75 VACATED BY RESOLUTION NO. 90-12 RECORDED IN OFFICIAL RECORD BOOK 1852, PAGE 710 ALL OF THE AFOREMENTIONED LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AS SHOWN ON THE PLAT OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD CAPPED LB 107 FOUND AT THE NORTHWEST CORNER OF SAID TRACT 75; THENCE, ALONG THE WEST LINE OF SAID TRACT 75, S 00° 09' 44" W, A DISTANCE OF 143.32 FEET, TO A 1/2" IRON ROD CAPPED LB 6300 SET IN THE NORTH LINE OF AN INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT, 25.00 FEET IN WIDTH AS RECORDED IN OFFICIAL RECORD BOOK 10833, PAGE 1933 (TRACT 2), OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH THE NORTH LINE OF SAID EASEMENT, N 89° 56' 20" W, A DISTANCE OF 80.00 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET IN THE EAST RIGHT OF WAY OF LINE OF DAIRY ROAD (VARIABLE WIDTH), AS RECORDED IN OFFICIAL RECORD BOOK 8093, PAGE 866, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH SAID LINE OF DAIRY ROAD, N 00° 09' 44" E, A DISTANCE OF 449.35 FEET, TO A 1/2" IRON ROD CAPPED LB 4970 FOUND IN THE SOUTH RIGHT OF WAY LINE OF PRETTY POND ROAD (VARIABLE WIDTH), AS RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 1735, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, ALONG SAID LINE OF PRETTY POND ROAD, S 89° 53' 28" E, A DISTANCE OF 1301.14 FEET, TO A 1/2" IRON ROD FOUND AT THE INTERSECTION OF PRETTY POND ROAD AND THE MONUMENTED WEST RIGHT OF WAY LINE OF WIRE ROAD (VARIABLE WIDTH); THENCE, WITH SAID LINE OF WIRE ROAD, S 00° 14' 30" W, A DISTANCE OF 966.89 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET IN THE SOUTH LINE OF TRACT 85 OF AFOREMENTIONED ZEPHYRHILLS COLONY COMPANY LANDS; THENCE, LEAVING THE WEST LINE OF WIRE ROAD AND WITH THE SOUTH LINE OF TRACT 85, N 89° 55' 45" W, A DISTANCE OF 348.56 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET AT THE SOUTHEAST CORNER OF ZEPHYRHILLS NORTH SNF REALTY LLC AS RECORDED IN OFFICIAL RECORD BOOK 10833, PAGE 1933 (TRACT 1), OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH LINES OF ZEPHYRHILLS NORTH SNF REALTY LLC, THE NEXT TWO CALLS: N 13° 40' 56" W, A DISTANCE OF 385.46 FEET, TO A 1/2" IRON ROD FOUND; THENCE, N 33° 01' 22" W, A DISTANCE OF 342.73 FEET, TO A 1/2" IRON ROD CAPPED LB 107 FOUND AT THE NORTHEASTERLY CORNER OF ZEPHYRHILLS NORTH SNF REALTY LLC, SAID IRON ALSO BEING IN THE NORTH LINE OF TRACT 75, N 89° 54' 16" W, A DISTANCE OF 56.80 FEE, FROM A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 75; THENCE, WITH THE NORTH LINE OF ZEPHYRHILLS NORTH SNF REALTY LLC IN PART AND CONTINUING WITH THE NORTH LINE OF TRACT 75, N 89° 54' 16" W, A DISTANCE OF 70.44 FEET, TO A 1/2" IRON ROD CAPPED LB 6300 SET AT THE INTERSECTION OF THE NORTH LINE OF TRACT 75 WITH THE NORTHWESTERLY LINE OF THE AFOREMENTIONED INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT 25.00 FEET IN WIDTH; THENCE, ALONG THE NORTHERLY LINES OF SAID EASEMENT, THE

NEXT TWO CALLS: S 69° 59' 19" W, A DISTANCE OF 416.86 FEET, TO A NAIL AND DISK LB 6300 SET; THENCE, N 89° 56' 20" W, A DISTANCE OF 129.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17.387 ACRES OF LAND MORE OR LESS.



0 50' 100' N

SCALE: 1" = 50'

This is a conceptual site plan and is subject to rezoning, final design, survey, environmental analysis, engineering, permitting and governmental approval. Site layout, product type and density are subject to change.

Date	Revision
08/09/2023	Revised Site Plan
07/20/2023	Conceptual Site Plan

File Path: P:\Pretty Pond\Master Plan\Landplan\Layout\Layout E.dwg Plot Date 8/9/2023

TOTAL RESIDENT BUILDINGS	**8**	
TOTAL UNITS	**252 UNITS**	
PARKING REQUIRED		
(2 SPACES PER UNIT)	**504 SPACES**	
PARKING PROVIDED		
DEATCHED GARAGES (G)	**24 SPACES**	
SURFACE PARKING	**440 SPACES *** (1.74 spaces per unit)	
TOTAL PARKING PROVIDED	**464 SPACES**	

* INCLUDES 10 HANDICAP SPACES

BUILDING INFORMATION / COUNTS

BUILDING #	# OF STORIES	HEIGHT	# OF UNITS
BUILDING 1	2	35'	24
BUILDING 2	2	35'	24
BUILDING 3	2	35'	24
BUILDING 4	3	45'	36
BUILDING 5	3	45'	36
BUILDING 6	3	45'	36
BUILDING 7	3	45'	36
BUILDING 8	3	45'	36
TOTAL			252 UNITS

PRETTY POND

CONCEPTUAL SITE PLAN "E"

CLEARVIEW LAND DESIGN, P.L.
Registered Business Number: RY28858
3010 W Azeele Street, Suite 150, Tampa, Florida 33609
Office: 813-223-3919

City Council Meeting
August 12, 2024

Action Item

BUSINESS ITEMS/PUBLIC HEARING 2.2

Providence Village Annexation
Second Reading **ORDINANCE NO. 1482-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542 ZEPHYRHILLS, FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1482-24 on the Second Reading

Issue:
A petition for annexation for 3 acres (MOL) located on the south side of Geiger Rd.

Background:
Staff report with data and analysis is attached. The ordinance with conditions and the latest email from Pasco County regarding the status of Geiger Rd improvements is also attached.

Attachment(s):
1. 31026722v3 - Ordinance 1482-24 Providence Village Annexation (Voluntary)
2. Providence Village Staff Report
3. Providence Village Power Point
4. 14th Ave Sketch (1)
5. 14th Ave 2nd Sketch
6. email for Geiger Rd

Fiscal Impact:

Staff Recommendation:
Staff and Planning Commission recommended approval of the petition for annexation ordinance with conditions.

ORDINANCE NO. 1482-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.

WHEREAS, Providence Village, LLC, owner of the lands hereinafter described in Section 1 below, and have requested and consented through a Petition for Annexation for approximately 3.00 acres of property (MOL) described in Section 1 below to be annexed into the boundaries of the City of Zephyrhills; and

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

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

WHEREAS, the City Council finds that the Ordinance number, heading, brief description of the area to be annexed and a map depicting where the lands are to be annexed are located was properly published and advertised as request by Florida Statutes; and

WHEREAS, all other procedural and notice requirements mandated by Florida Statutes and the City's Land Development Code has been followed and satisfied; and

WHEREAS, the City Council has reviewed and evaluated the Petition submitted and has determined that all owners of said lands have signed the Petition and that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Code.

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

Section 1. Recitals.

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

Section 2. Authority.

The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous or infill areas and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 3. Annexation.

The following described lands, lying and being situated in Pasco County, to wit:

Parcel/Tax I.D. Number: 10-26-21-0000-00400-0000

Physical Address: 37518 Geiger Road, Zephyrhills, FL 33542.

Legal Description: The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 26 South, Range 21 East, Pasco County, Florida. LESS the West 120 feet thereof, the North 25 feet thereof, and the East 90 feet of the North 150 feet thereof.

Acreage: 3.00 Acres, more or less.

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

1. Applicant is hereby notified that the City makes no guarantee that potable water will be available for any residential project on said lands upon final completion and request for a Certificate of Occupancy ("CO").

2. The City shall receive adequate assurances prior to the issuance of any CO, (as determined by the City), that Pasco County commits to make significant roadway improvements to Gieger Road, including, but not limited to a Full Depth Reclamation and other safety upgrades as determined by the City and agreed-upon by Pasco County.

3. The owner will enter into a Developer's Agreement with the City prior to Site Plan Approval to construct a trail from Massey Road east to Harriet Street or contribute to the sidewalk mitigation fund in an amount equal to the cost of construction of said trail. If the right of way is not sufficient, as determined by the City, to construct the proposed trail or a portion thereof, a sidewalk may be constructed in lieu of a trail for that portion or portions of the proposed trail.

4. At the Site Development Plan review stage, the owner, owner's arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Pursuant to Section 7.06.04 Tree Removal Guidelines, of the City of Zephyrhills Land Development Code, a maximum of 50% of trees shall be allowed to be removed.

Section 4. Prerequisites Satisfied.

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

Section 5. Effective Date.

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

The foregoing Ordinance No. 1482-24 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 22nd day of July 2024.

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

_____
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1482-24 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 8th day of August 2024.

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

_____
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1482-24 was approved by me this 8th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

_____
Matthew E. Maggard, Esq.
City Attorney

Staff Report
Memorandum

To: City Council and Honorable Mayor
From: Todd Vande Berg – Planning Director
RE: ANX15-22– Providence Village, LLC Annexation, Land Use Map Amendment, and Rezoning
Date: Julye 1, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Leonard H. Johnson of Johnson, Pope, Bokor, Ruppel & Burns, LLP

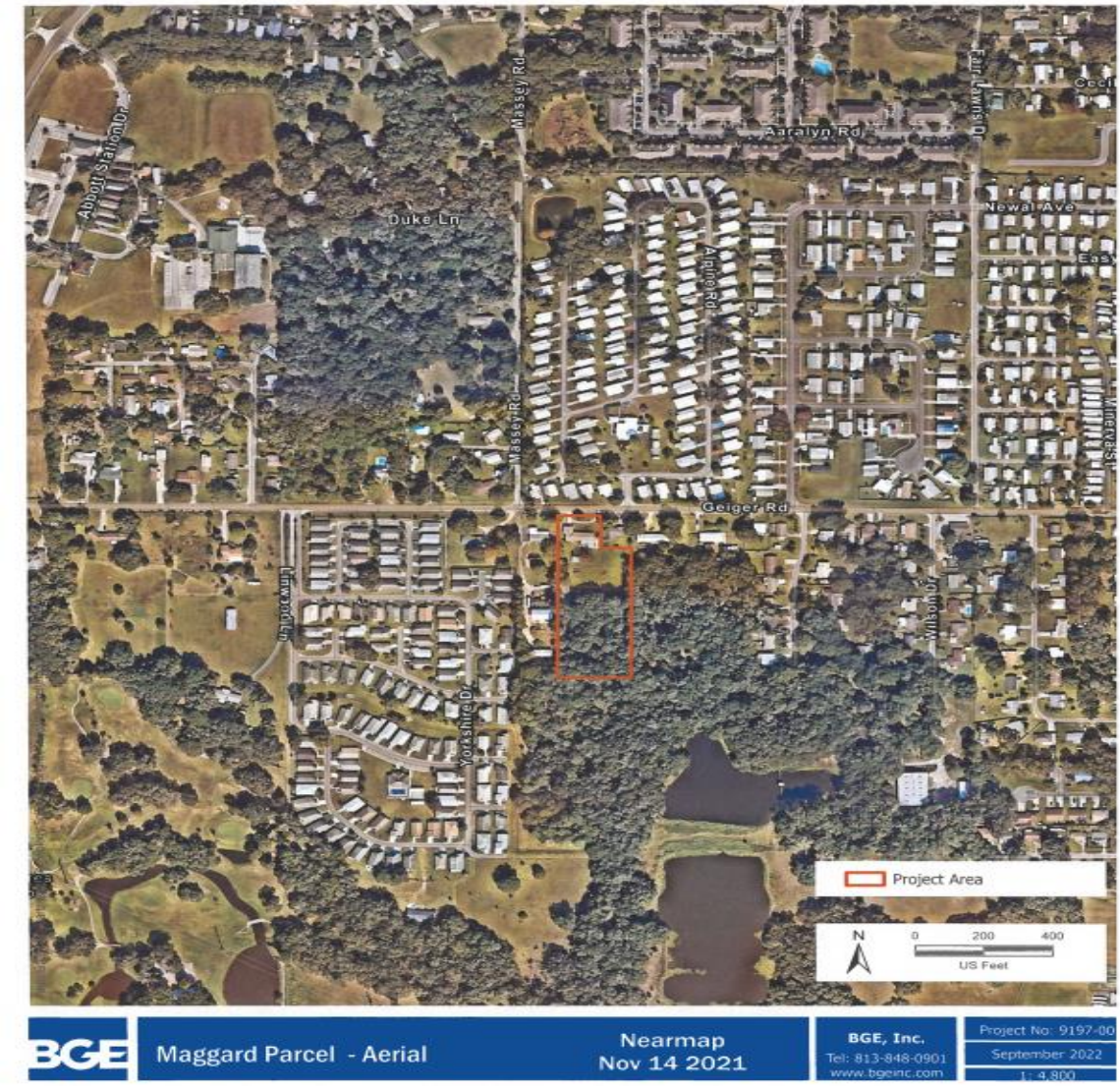


Figure 1 – Location Map

on behalf of the property owner, Black Marlin Capital LLC. The subject site is 3 acres more or less (mol) and located on the south side of Geiger Road east of the Wedgewood Manor subdivision or approximately. See Figure 1 – Location Map and Figure 2 – Aerial Map.[1]



Figure 2 – Aerial Map *Courtesy of BGE, Inc.*

[1] 'Figures' contained herein are attached in original format as presented to the City, please see "attachments".

The Planning Department has coordinated with several residents regarding general questions on the proposed use - including affordable housing, water issues, and the condition of Geiger Road. This project is not proposed as an "affordable housing project", and according to the Utilities Department, the City has sufficient water under the existing WUP (Water Use Permit) to service the development. This application was presented to the City prior to the ongoing moratorium on development in place since June of 2023, and was factored into the requested consumptive use increase WUP with the SWFWMD (Southwest Florida Water Management District) as such. Per the JPA (Joint Planning Area) agreement, the City has coordinated with the County, and it has no objections or comments[2]; but Staff is further coordinating with the County for improvements to Geiger Road. Staff has received assurances from the County that improvements are planned and in-process for the next fiscal year 2025. *Please see analysis and policy review for further discussion*.

Site Information

Applicant | Owner:	Providence Village, LLC
Location:	South side of Geiger Road east of Wedgewood Manor
Parcel ID Number(s):	10-26-21-0000-00400-0000
Acreage:	4.155 Acres
Existing Land Use:	Vacant
Existing Future Land Use:	County RES-9
Proposed Future Land Use:	RS (Residential Suburban – Max - 7.5 DU's / ac)
Existing Zoning:	County R-4
Proposed Zoning:	R-3 (Medium Density Residential)
DU/ACRE	(Conceptual plan – 7.3 units / Ac)

II. Detailed Project Description:

This application identifies Parcel ID Number 10-26-21-0000-00400-0000 and as previously discussed, the subject property is generally located on the south side of Geiger Road and east of Wedgewood Manor. The subject parcel in this three-part application under review includes approximately 3 acres (MOL) and is rectangular in shape consisting of a single-family home on the subject parcel. Please see Figure 3 – Proposed Property Annexation Area Map for a survey of the subject property.

I. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The subject property / adjoining 20 acre parcel to the south is wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan. 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. Please note, as a condition of approval, Staff recommends that at the Site Development Plan review stage, the applicant, project arborist, and Staff shall walk the property and identify trees to be saved. Per Section 7.06.04, Tree Removal Guidelines.

II.

[2] According to Jeffrey R. Jenkins, MPA, AICP in a letter dated February 8th, 2023 to Todd Vandeberg.

The Zephyrhills future land use map indicates the area to the north and northwest of the subject as PUD (the Silver Oaks planned unit development and Recreation and Open Space (the East Pasco YMCA); the area to the south of the subject parcel is RU, or residential urban and is developed as the Wedgewood Manor. Remaining County properties include medium density residential and high density residential developed as several mobile home parks and subdivisions. Additionally, there are several larger vacant parcels yet to be developed along with larger-lot single family residential uses in the vicinity. Because of the convenient and central location, Staff anticipates this area of Zephyhills to experience additional small to medium-scale residential infill development over the coming years.

III. Proposed Development:

The applicant plans to develop the subject parcel (including the 20 acre parcel to the south) as a townhome development with a preliminary estimate of 7.3 units / acre.



Figure 3 – Proposed Property Annexation Area Map

IV. DATA & ANALYSIS REVIEW

A. **Character Analysis**

.

North – Mobile Home Subdivision.

West – Single-family residential community & Wedgewood Manor.

East – Single family residential.

South – Undeveloped Land.

B. **Compatibility Analysis/Annexation:**

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statues, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statues Chapter - 171.043 Character of the area to be annexed**.** A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The subject property is contiguous with properties that are already located within the city limits. Furthermore, the subject property is generally located within or close to the actual City, and/or developed in an urban/suburban land use pattern. An annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary as well as the guidelines as prescribed above. Geiger Road has been reviewed for improvements as previously discussed, and as discussed in the transportation section of this report. Furthermore, the annexation of the property into the City should be conditioned upon such improvements (based upon the anticipated use as discussed below).

Compatibility:

The parcel is surrounded by a variety of residential uses. The subject parcel and 20 acre parcel to the south are planned for a proposed residential use with townhomes (Conceptual plan reflects a density of 7.3 units / acre) is generally consistent with development patterns or anticipated development patterns in the area, please refer to Figre 7 – Proposed Site Plan (for illustrative purposes only). The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area.

The subject property will be served by the City of Zephyrhills Police Department. The Police Station is located at 6118 8th Street which is a distance of approximately one mile from the subject property.

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

Future Land Use Map (FLUMA) Amendment

A comprehensive plan amendment is also included in this three-part application process. Upon approval, this request will assign the tract into the Residential Suburban (RS) future land use category for the City of Zephyrhills. The RS 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 (4.155 acres) qualifies as a small-scale plan amendment;
(b) The request is to change the subject property's future land use designation from RES-9 to RU (Residential Urban) and is consistent with the abutting properties, which are:
    i. North/Northwest - Residential Urban and Public/Semi-Public;
    ii. East - Mobile Home, Estate Residential, and various residential land use assigned properties in the County;
    iii. South – Residential Urban, Estate Residential, and various residential land use assigned properties in the County.
    iv. West – Residential Urban, and various residential land use assigned properties in the County.

(c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
(d) According to the Utilities Department, water and waste water capacity is available for the proposed petition, and this application was received prior to the current moratorium on residential development within the City.
(e) Transportation:



Figure 4 – Transportation Map *Courtesy of BGE, Inc.*

The subject parcel abuts Geiger Road and a County ROW use permit will be required at the time of site plan review and approval. Geiger Road is currently in a state of extreme deterioration. Staff, elected officials, and City administration have worked with the County, MPO (Metropolitan Planning Organization) and the FDOT (Florida Department of Transportation) and their infrastructure consultants over the past year in an effort to determine the best course of action to substantially improve the roadway.

At the time of writing, indications have been given to Staff by the County that Geiger Road will be substantially improved through a FDR (Full-Depth Reclamation) and potentially a signalized mid-block cross-walk. Furthermore, Staff has received assurances from the developer that they are committed to the installation of a sidewalk along the north side of the roadway. Staff has been hesitant to move this petition forward until assurances from the County that the improvements are planned and funded. To repeat, at the time of writing, Staff has been assured of the above-mentioned roadway improvements. Please see Image 1 – Geiger Road at Linwood Lane for a recent photograph of the roadway and existing conditions. Please note this is the general vicinity of the proposed annexation (at the left of the road in the foreground).

In an email dated May 22, 2024 from Senior Engineer at the Department of Public Works, Pasco County, Chris Hanning, P.E. stated "…Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment. I know things are up in the air right now regarding details of the project, but we are working to get them settled". Please see the full email



Image 1 – Geiger Road Courtesy of Google Images, 2024

attached to this Staff rAs a reminder the City recently updated its de minimus threshold, as well as other traffic impact regulation in coordination with the assistance of its traffic consultant Kimley Horn and Associates and the County. See Figure 4- Transportation Map.



Figure 5 – Proposed FLU Map *Courtesy of BGE, Inc.*

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 the area as it provides an essential industrial element. See Figure 5 – Proposed FLU Map.



Figure 6 – Proposed Zoning Map *Courtesy of BGE, Inc.*

1. Rezoning
   (a) The request is to change the subject property's zoning classification from County R-1MH and RMH to R-4 (up to 14 dwelling units per acre);
   (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
      i. North/Northwest – Planned Unit Development;

ii. East - Mobile Home Subdivision, Estate Residential and various residentially zoned properties in the County;
iii. South – Planned Unit Development, Estate Residential, and various residentially zoned properties in the County; and,
iv. West – Planned Unit Development, and various residentially zoned properties in the County.

(c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. The project, consisting of 36 townhomes, will not create premature development. The proposed development is located around a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. It is Staff's understanding that the developer will blend the project with the established residential development pattern within the immediate area and will complement the existing neighborhoods. Staff will enforce all applicable land development regulations and Comp Plan provisions to ensure compliance while providing for a development that is sympathetic and respectful to the adjacent residential uses. See Figure 6 – Proposed Zoning Map.

C. **Natural & Historic Resources Analysis**[3]

The following site characteristics are provided by BGE and are attached to this report:

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development, see attached soils map.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies –No wetlands.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be no biological hotspots on the subject property. If species are found, such as gopher tortoises, proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.
6. Basins of Special Concern – The property is within the Basins of Special Concern. Therefore, at the time of site plan review the project shall demonstrate conformance with the City's regulations that require additional stormwater retention.

[3] Please see attached corresponding map series provided by the applicant and produced by BGE, Inc. At the time of development, more-refined analyses shall be required according to the LDC and any other permitting requirements.

D. **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, per Utilities Department. There is an 8' water main on the south side of Geiger Road that would necessitate a wet-tap and directional drill under the roadway. [4] The project should be conditioned with the applicant notification that water may or may not be available at the time the project is complete, see Staff recommendation below.
SEWER	Anticipated minimal impact according to the Utilities Department. This development would necessitate the installation of a lift station, and the closest manhole is in the Wedgewood subdivision. This also requires a directional bore under the roadway. [5]
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City's de-minimus threshold. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips, the applicant has presented supporting information. A substandard roadway analysis may be required as condition of annexation based upon the anticipated uses. Geiger Road (from Eiland Blvd. to US 301) has been identified as a priority for multi-modal improvements AND roadway resurfacing by the Pasco County Metropolitan Planning Organization (MPO). Staff is coordinating with County Staff and Leadership to ensure the proper improvements are made to the roadway to ensure the health, safety, and well-being for drivers, pedestrians, and bikers along the roadway.
	Three elementary school students, two middle school students, and two high school students for a total of seven students.[6]

E. Comp Plan and LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

POLICY

[4] Email received June 19, 2023 from Utilities Director John Bostic.
[5] Email received June 19, 2023 from Utilities Director John Bostic.
[6] See attached Pasco County Schools "School Impact Analysis".

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

a. regulate the subdivision of land;
b. regulate signage;
c. provide for drainage and storm water management;
d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
e. coordinate future land uses with soil 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 well fields by designating appropriate activities and land uses
i. within well-head protection areas and environmentally sensitive land;
j. provision of mixed land use designations….
k. discourage the proliferation of urban sprawl.

The proposed Providence Village residential project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance. Please note the above-mentioned Impact and Analysis regarding the condition of Geiger Road. Staff is processing applications for approximately 300 housing units (inclusive of application contained herein) across three separate applications. The impacts of the anticipated development shall be reviewed with a global emphasis and communicated as such with Pasco County, the ultimate authority for the Roadway. Staff is currently coordinating with the County for proper (if needed) ROW dedications, studies, and appropriate impact fees.

1. COMPLIANCE ANALYSIS

PROJECT DESCRIPTION

The proposed project is a townhome development located in the western portion of the City of Zephyrhills. This three-part concurrent application will provide for annexation into the City, a comprehensive plan amendment, and a rezoning. The subject property is undeveloped and heavily wooded.

PROPOSED DEVELOPMENT

The proposed development will combine the subject 3 acre parcel and the 20 acre parcel to the south for a proposed townhome development. The development, at the time of an SPRC submission, shall be in conformance with provisions found in Section 2.01.03.06.01 – Townhouses and all other applicable sections of the LDC, including the tree preservation section of the LDC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation along with a Comprehensive Plan amendment and a Rezoning application.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

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

A. The residential I 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 home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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 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 located on a parcel that is uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space shall be provided to residents for recreational purposes and gatherings per Section 2.01.03.06.01 – Townhouses.

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:

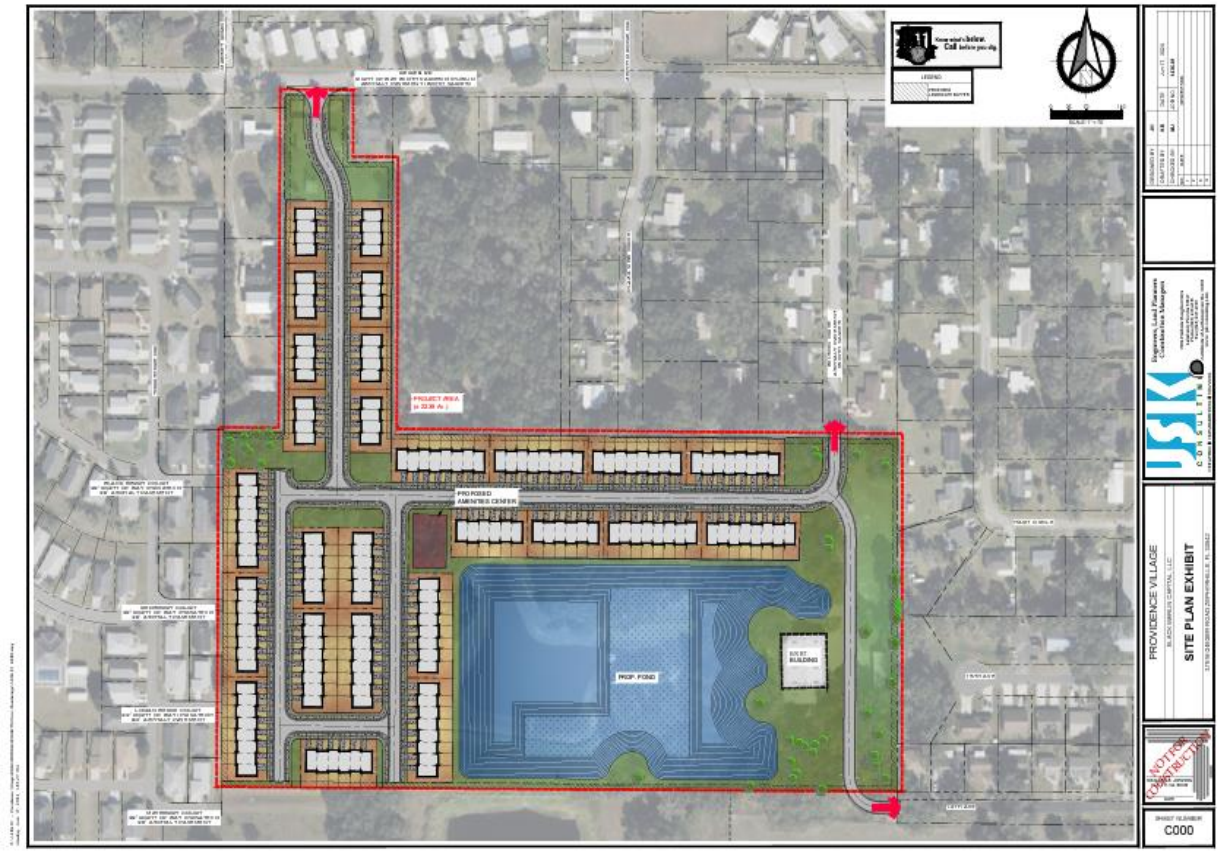


Figure 7 – Proposed Site Plan (illustrative purposes only) Courtesy of BGE, Inc.

b. Residential Suburban- 2.5 to 7.5 units/gross acre. The concept plan reflects a preliminary density of approximately 7.3 units per acre falls within the medium range criteria of the RS Future Land Use category requested in this application. Please see Figure 7 – Proposed Site Plan; this is a basic site plan intended for illustrative purposes only.

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 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 area being annexed is currently classified as RES-9 by Pasco County. 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.

CONSISTENCY WITH 171.043, F.S.

171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

Subsection 1: The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Parcel 03-26-21-0010-11700-0020 is contiguous to the City of Zephyrhills. The abutting parcel to the east is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 2: Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

> (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
>
> (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
>
> (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

The project will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 3: In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

> (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary

or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The project can be serviced without the extension of water and/or sewer lines through a sparsely developed 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. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

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 structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded 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 contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Black Marlin development project. Further research/review and possible mitigation/relocation of any protected fauna species shall be required at the time of site plan review and approval, and 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. Staff encourages the developer to plant additional trees over and above the minimum required rather than payment into the tree mitigation fund. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed.

V. RECOMMENDATION

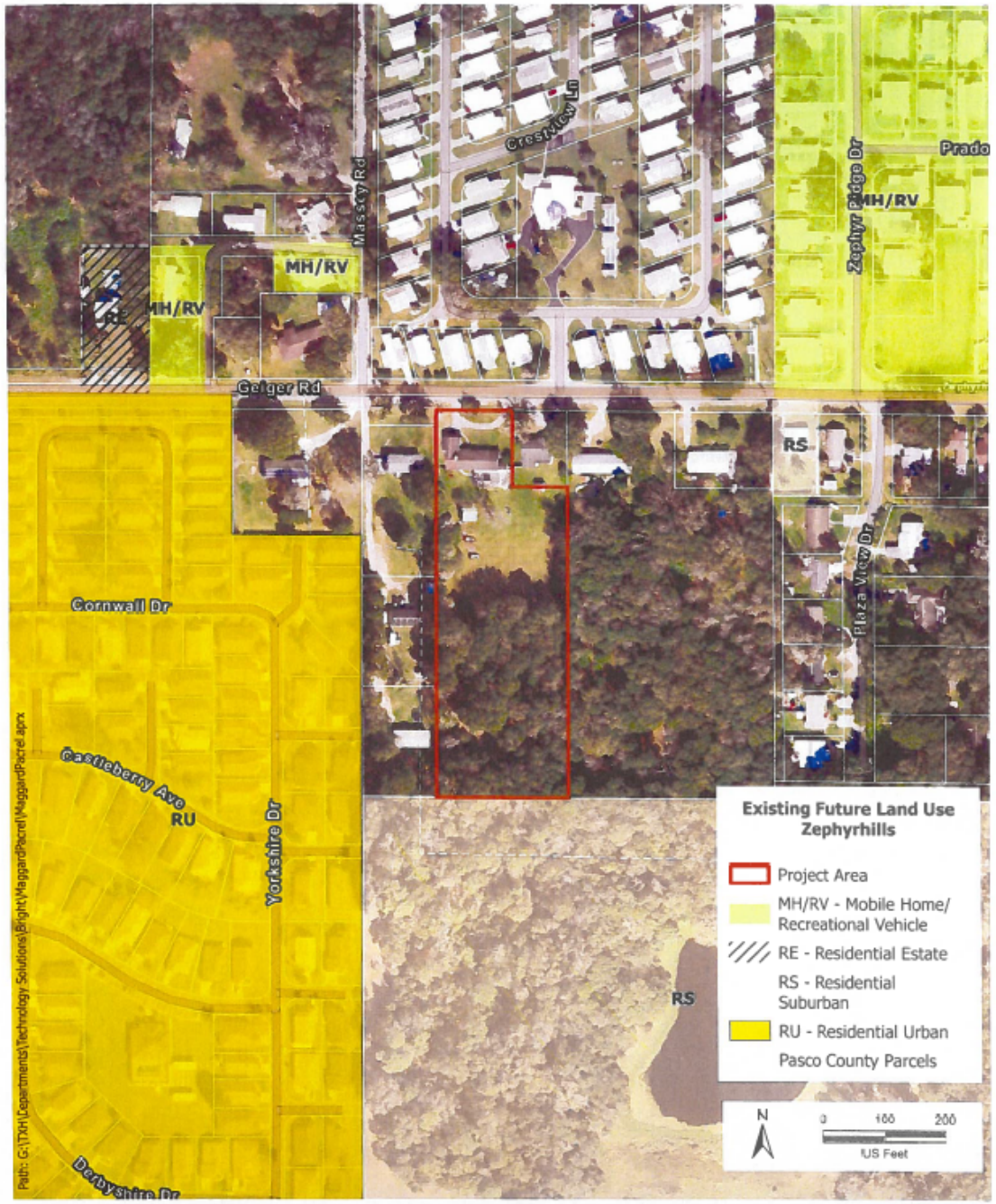
Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on May 28, 2024. The SPRC moved the request forward to the Planning Commission.

Planning Commission - The Planning Commission recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on June 18, 2024. The Planning Commission moved the request forward to the City Council for final consideration.

Staff - Based upon the analysis contained herein, along with supporting documentation and neighborhood involvement addressing such concerns with the property owner, Staff recommends approval of this petition for annexation, rezoning to R-4 and FLUMA to RU. Annexation should be conditioned upon the following:

1. Applicant is hereby notified that the City makes no guarantee that potable water will be available for any residential project on said lands upon final completion and request for a Certificate of Occupancy (CO).
2. The City shall receive adequate assurances (as determined by the City), that Pasco County shall make significant roadway improvements to Gieger Road, including, but not limited to a Full Depth Reclamation and other safety upgrades as determined by the City and agreed-upon by Pasco County.
3. Applicant/Developer shall install a sidewalk at the discretion and as determined by the City and Pasco County.

4. At the Site Development Plan review stage, the applicant (or his or her designee), project arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Per Section 7.06.04, Tree Removal Guidelines, City Land Development Code.



BGE

Maggard Parcel - Existing Future Land Use

BGE, Inc.
Tel: 813-348-0501
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400



BGE | Maggard Parcel - Existing Zoning | BGE, Inc. | Project No: 9197-00 | September 2022 | Scale: 1:3,600

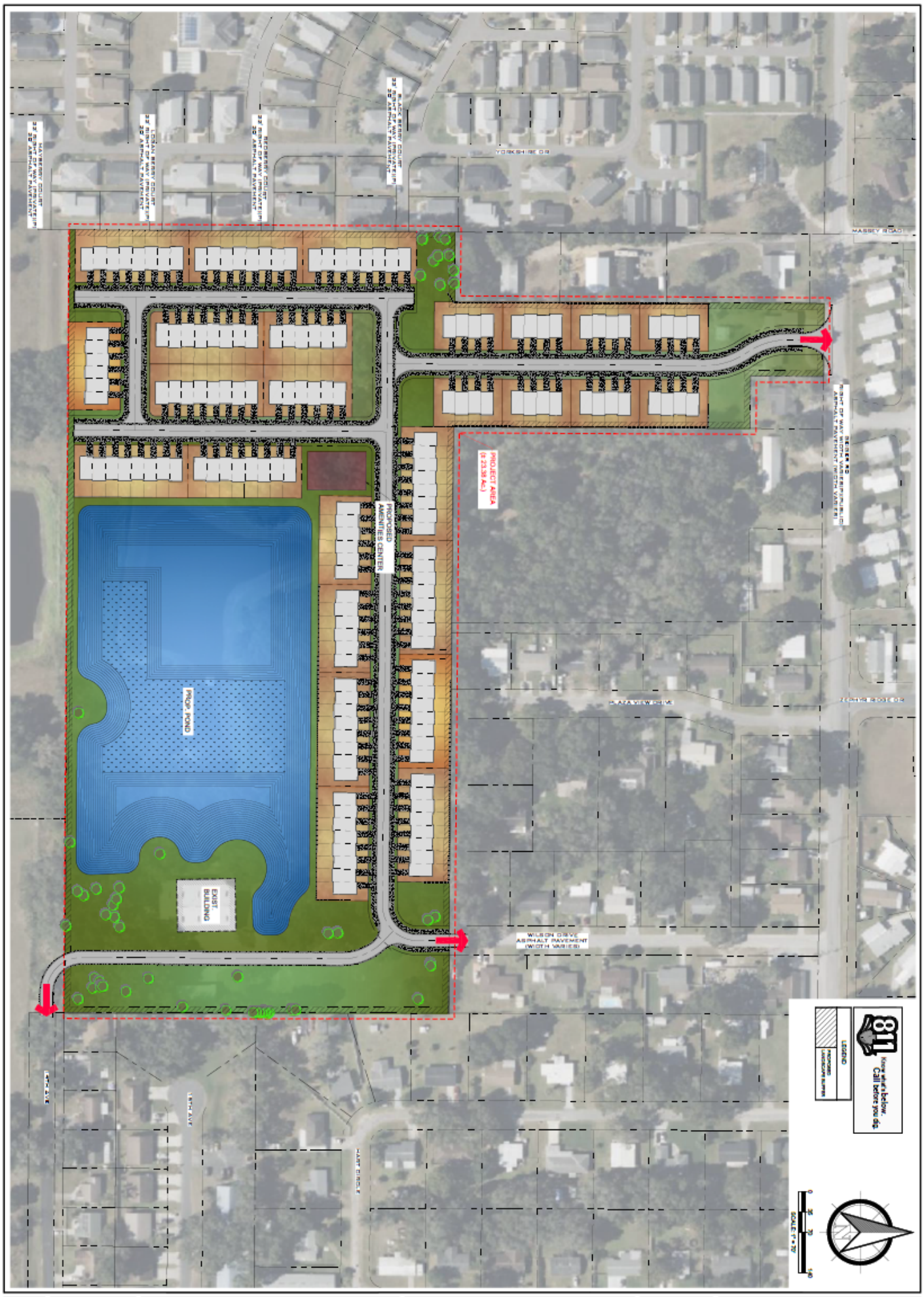


BGE

Maggard Parcel - Proposed Future Land Use

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400



SHEET NUMBER C000

NOT FOR CONSTRUCTION

PROVIDENCE VILLAGE

BLACK MARLIN CAPITAL, LLC

SITE PLAN EXHIBIT

37518 GEIGER ROAD ZEPHYRHILLS, FL 33542

USK CONSULTING
CREATING • IMPLEMENTING • SOLVING

Engineers, Land Planners
Construction Managers

3904 Gilmore Heights Drive
Lakeland, Florida 33812
Phone: (863) 619-6013
Fax: (863) 619-6013
Certificate of Authorization No. 29932
www.jsk-consulting.com

DESIGNED BY:	JH		
DRAFTED BY:	KR	DATE	Jun 17, 2024
CHECKED BY:	MJ	JOB NO.	1436.01

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive N. Unit 301
St. Petersburg, Florida 33701-3214
(727) 822-5566
www.wjarc.com
AR94244

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COASTAL DESIGN CONSULTANTS
PLANNING ENGINEERING
CONSTRUCTION ADMIN.
7226 LITTLE ROAD
NEW PORT RICHEY
FLORIDA 34654
727-848-8010
FAX 727-848-8020
CA# 00009572

WEST ZEPHYRHILLS ELEMENTARY SCHOOL

PASCO COUNTY SCHOOLS
37900 14TH AVE., ZEPHYRHILLS, FL 33542

Project number
2326

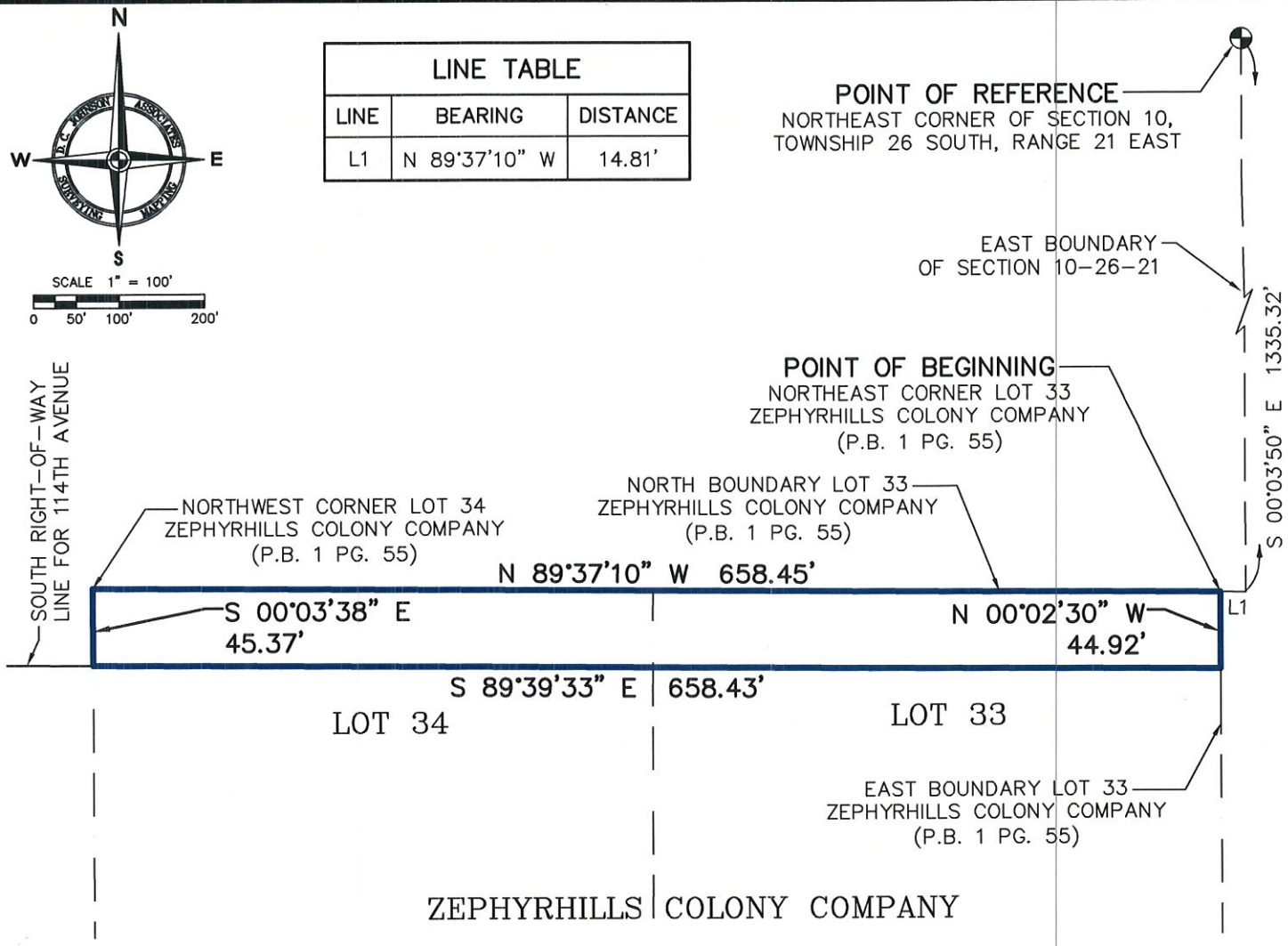
DISTRIBUTION

MILESTONE	DATE
ERP No. 2	02/20/24
REV 01	03/28/24 1
SWFWMD Comments	04/19/24 2
100% CDs	05/01/24 3

PRELIMINARY SITE PLAN

C3.0

Plot T:\@COCProjects\20337 W Zephyrhills ES\Out\05-01-2024 CADD\20337 C3.X EXHIBIT Plan.dwg - Jun 07, 2024 @ 2:29pm - AGiller



DESCRIPTION:
A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,335.32 feet; thence N.89°37'10"W., a distance of 14.81 feet to the Northeast corner of Lot 33 per plat of ZEPHYRHILLS COLONY COMPANY as shown on the map or plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence continue N.89°37'10"W. along the North boundary of said Lot 33, and Lot 34, a distance of 658.45 feet to the Northwest corner of Lot 34 of said plat of ZEPHYRHILLS COLONY COMPANY; thence S.00°03'38"E., a distance of 45.37 feet to the South right-of-way for 114th Avenue; thence S.89°39'33"E., a distance of 658.43 feet to the East boundary of aforementioned Lot 33; thence N.00°02'30"W. along the East boundary of said Lot 33, a distance of 44.92 feet to the POINT OF BEGINNING.
Containing 0.68 acres, more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL EAST RIGHT-OF-WAY

PREPARED FOR
Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 | DRAWN BY: SDV

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DANIEL C. JOHNSON License Number 3653 STATE OF FLORIDA Professional Surveyor and Mapper

Date: 6/17/2024

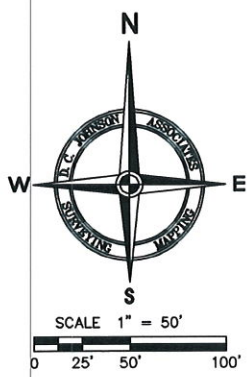
Daniel C. Johnson PLS/PSM License Number 3635
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

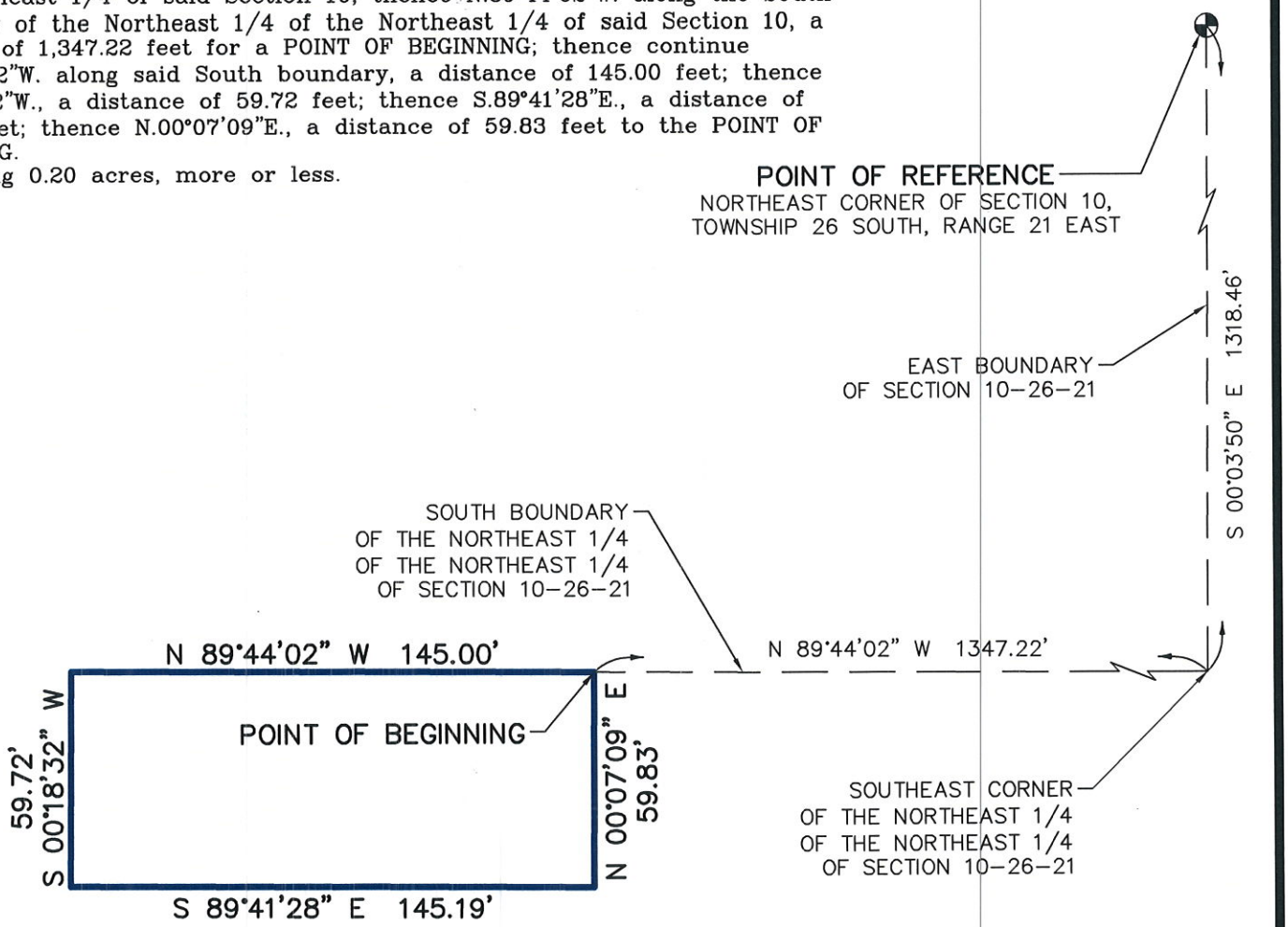
D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

DESCRIPTION:

A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,318.46 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence N.89°44'02"W. along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 10, a distance of 1,347.22 feet for a POINT OF BEGINNING; thence continue N.89°44'02"W. along said South boundary, a distance of 145.00 feet; thence S.00°18'32"W., a distance of 59.72 feet; thence S.89°41'28"E., a distance of 145.19 feet; thence N.00°07'09"E., a distance of 59.83 feet to the POINT OF BEGINNING.
Containing 0.20 acres, more or less.





DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

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Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL
WEST RIGHT-OF-WAY

PREPARED FOR
Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 | DRAWN BY: SDV

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Daniel C. Johnson — PLS/PSM License Number 3653
For D.C. Johnson & Associates, Inc.
Date: 6/17/2024
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11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

FW: Geiger Rd

Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Tue 7/16/2024 11:48 AM
To:Carlos Maldonado <CMaldonado@ci.zephyrhills.fl.us>

See email

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, July 12, 2024 4:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Todd,
The information I shared with Tina yesterday is about as up-to-date as I have.
We plan on installing the safety edge with our rehab project. The only thing I really cannot tell you is exactly when the road will be rehabbed. The new Pasco County MSTU was just passed by the BCC, but the exact millage rate has not yet been determined and probably won't be until September and this may affect the timing of the project. However, our (Public Works) plan is to tackle our Major roads, including Geiger, as soon as we get funding and the "ok" to proceed, which would probably be around mid to late October. We hope to have the Majors completed by the end of the calendar year, but there are a lot of variables in play. I will do my best to keep you and the rest of the team informed as we get closer to our new fiscal year and scheduling becomes more solid.
Thanks,
Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, July 12, 2024 3:55 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: FW: Geiger Rd
Todd,

This came from Christopher this past week, hope this helps.
Pasco MPO is currently working on some ROW survey for Geiger and Wire Road for the next step needed to move forward with sidewalk projects.
Just a reminder the ROW survey is more about feasibility of the sidewalk and location.
Geiger will need other counter measures before the sidewalk and soon as possible after the paving. Example, stripping and signage.
Great news on the safety edge being added, so exciting and grateful for Public Works supporting this project!
Tina

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,
Please pardon the delay in communicating with you and your team. And thank you for "poking" me to make sure I'm still around… 😉
I was finally able to speak with my Engineering Manager to discuss reaching out to FDOT for possible safety money for use of the safety edge. After giving him the added cost of asphalt for the safety edge and the additional width for the road base, we decided that Public Works will fund the paving of Geiger Road with the safety edge through our paving program. We feel the very low additional cost for this enhancement is not worth the additional effort, time, and paperwork that would be necessary for FDOT.
As I stated earlier, we have the "verbal" from our paving contractor to use the safety edge (they have the necessary attachment), we just haven't gotten anything in writing yet. I feel confident that this will not be an issue, but just wanted to make you aware. As soon as we get written confirmation and our funding in place for FY25, then we can get Geiger Road scheduled!
Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, July 9, 2024 2:09 PM
To: Christopher Hanning <channing@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: FW: Geiger Rd

Chris,
How are we doing with the Geiger Rd, reclamation and safety edge. MPO is working with traffic operations and the city on several safety measures for this road. The road reclamation and safety edge is the first priority. Can you provide an update please, thanks.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Tuesday, July 9, 2024 1:49 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Cc: William Poe <WPoe@ci.zephyrhills.fl.us>; mmaggard@shumaker.com; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Subject: Geiger Rd

Good afternoon, Tania and Tina. Last night at our City Council meeting the Planning Department presented reports on two development projects on Geiger Rd. I informed the Council that our latest communication with the County indicated a goal of trying to get started with construction of Geiger Rd at the beginning of next year. The Council has agreed to proceed with the ordinances on these two projects and upcoming two public hearings, but asked if I

would reach out and see if there is a way to formalize / confirm that the project and timetable is confirmed / budgeted. Thanks,

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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CUSA18A7

City Council Meeting
August 12, 2024

Action Item

BUSINESS ITEMS/PUBLIC HEARING 2.3

Providence Village Future Land Use Map Amendment and Rezoning
Second Reading **ORDINANCE NO. 1483-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM PASCO COUNTY RES-9 TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY R-4 TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1483-24 on the Second Reading

Issue:
A petition for future land use map amendment and rezoning for 3 acres (MOL) located on the south side of Geiger Rd. The proposed future land use is RS (Residential Suburban) and the proposed zoning is R-3 (Medium density residential).

Background:
Staff report with data and analysis is attached.

Attachment(s):
1. 31026723v3 - Ordinance 1483-24 Providence Village Rezoning and FLUMA Small-Scale
2. Providence Village Staff Report
3. Providence Village Power Point
4. 14th Ave Sketch (1)
5. 14th Ave 2nd Sketch
6. email for Geiger Rd

Fiscal Impact:

Staff Recommendation:
Staff and Planning Commission recommend approval.

ORDINANCE NO. 1483-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM PASCO COUNTY RES-9 TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY R-4 TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) DESCRIBED AS 37518 GEIGER ROAD, ZEPHYRHILLS, FL 33542, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the landowners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

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

WHEREAS, the Zephyrhills Planning Commission, on June 18, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to §163.3174, Florida Statutes, and recommended approval to the City Council; and

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

WHEREAS, the City Council has determined that R-3 (Medium Density Residential) zoning designation classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the RS (Residential Suburban) future land use map classification would be appropriate, would promote the general welfare of the City, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the Amendment to the City's Comprehensive Plan changing the zoning designation classification and the Future Land Use Map amendment for the subject property.

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

Section 1. Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 and 166, Florida Statutes, and under the home rule powers of the City.

Section 3. Rezoning and Future Land Use Map Amendment.

The following described lands, lying and being situated in Pasco County and being annexed into the boundaries of the City of Zephyrhills, Florida by Ordinance No.: 1485-, to wit:

Parcel/Tax I.D. Number: 10-26-21-0000-00400-0000

Physical Address: 37518 Geiger Road, Zephyrhills, FL 33542.

Legal Description: The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 26 South, Range 21 East, Pasco County, Florida. LESS the West 120 feet thereof, the North 25 feet thereof, and the East 90 feet of the North 150 feet thereof.

Acreage: 3.00 Acres, MORE OR LESS.

shall now have a zoning designation of R-3 (Medium Density Residential) and the future land use map classification is hereby amended to RS (Residential Suburban).

Section 4. Repealer.

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

Section 5. Conflict Severability.

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

Section 6. Effective Date.

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

The foregoing Ordinance No. 1483-24 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 22nd day of July 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1483-24 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 8th day of August 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1483-24 was approved by me this 8th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

_____
Matthew E. Maggard, Esq.
City Attorney

Staff Report
Memorandum

To: City Council and Honorable Mayor
From: Todd Vande Berg – Planning Director
RE: ANX15-22– Providence Village, LLC Annexation, Land Use Map Amendment, and Rezoning
Date: Julye 1, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Leonard H. Johnson of Johnson, Pope, Bokor, Ruppel & Burns, LLP

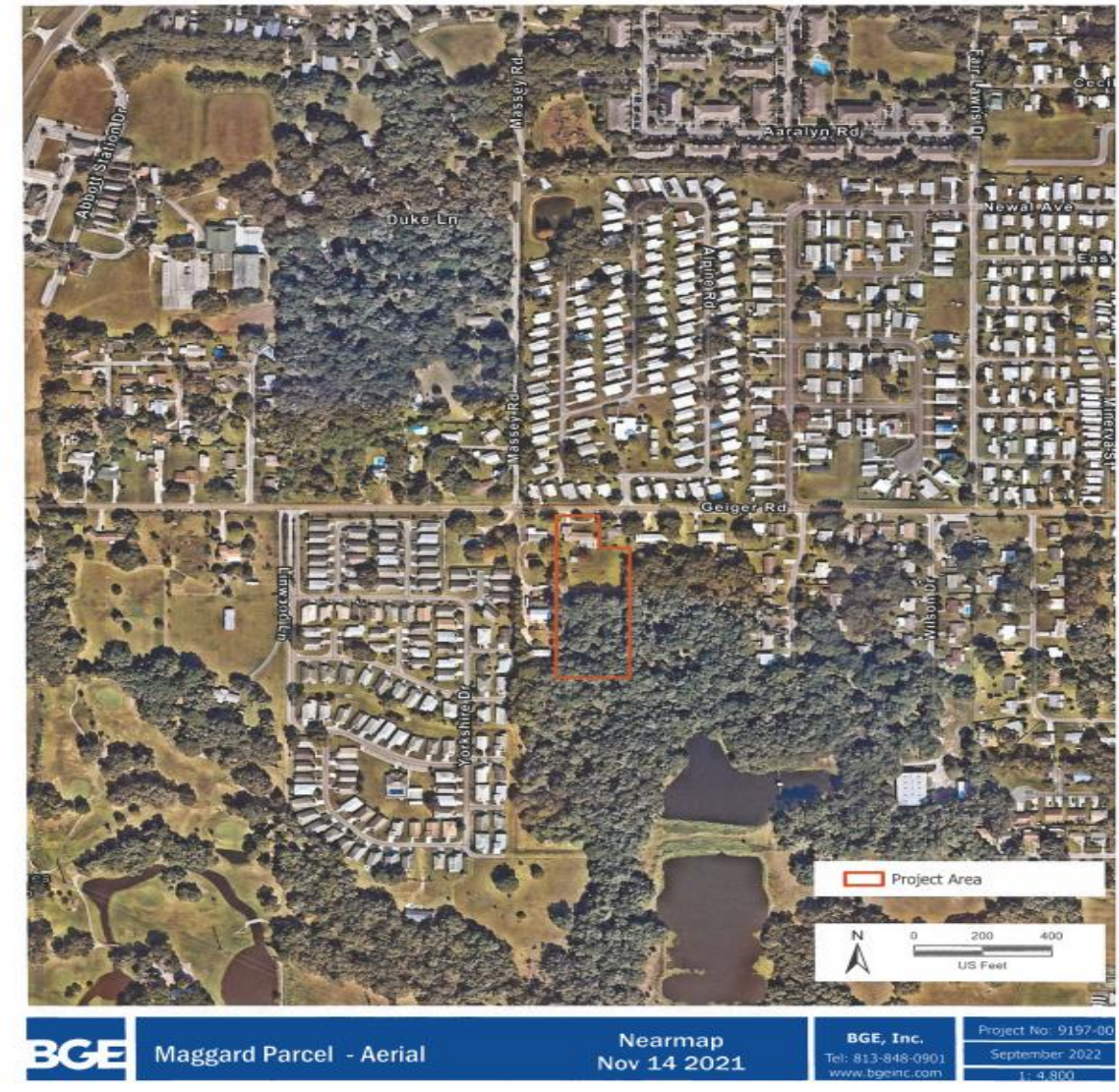


Figure 1 – Location Map

on behalf of the property owner, Black Marlin Capital LLC. The subject site is 3 acres more or less (mol) and located on the south side of Geiger Road east of the Wedgewood Manor subdivision or approximately. See Figure 1 – Location Map and Figure 2 – Aerial Map.[1]



Figure 2 – Aerial Map *Courtesy of BGE, Inc.*

[1] 'Figures' contained herein are attached in original format as presented to the City, please see "attachments".

The Planning Department has coordinated with several residents regarding general questions on the proposed use - including affordable housing, water issues, and the condition of Geiger Road. This project is not proposed as an "affordable housing project", and according to the Utilities Department, the City has sufficient water under the existing WUP (Water Use Permit) to service the development. This application was presented to the City prior to the ongoing moratorium on development in place since June of 2023, and was factored into the requested consumptive use increase WUP with the SWFWMD (Southwest Florida Water Management District) as such. Per the JPA (Joint Planning Area) agreement, the City has coordinated with the County, and it has no objections or comments[2]; but Staff is further coordinating with the County for improvements to Geiger Road. Staff has received assurances from the County that improvements are planned and in-process for the next fiscal year 2025. *Please see analysis and policy review for further discussion*.

Site Information

Applicant | Owner:	Providence Village, LLC
Location:	South side of Geiger Road east of Wedgewood Manor
Parcel ID Number(s):	10-26-21-0000-00400-0000
Acreage:	4.155 Acres
Existing Land Use:	Vacant
Existing Future Land Use:	County RES-9
Proposed Future Land Use:	RS (Residential Suburban – Max - 7.5 DU's / ac)
Existing Zoning:	County R-4
Proposed Zoning:	R-3 (Medium Density Residential)
DU/ACRE	(Conceptual plan – 7.3 units / Ac)

II. Detailed Project Description:

This application identifies Parcel ID Number 10-26-21-0000-00400-0000 and as previously discussed, the subject property is generally located on the south side of Geiger Road and east of Wedgewood Manor. The subject parcel in this three-part application under review includes approximately 3 acres (MOL) and is rectangular in shape consisting of a single-family home on the subject parcel. Please see Figure 3 – Proposed Property Annexation Area Map for a survey of the subject property.

I. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The subject property / adjoining 20 acre parcel to the south is wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan. 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. Please note, as a condition of approval, Staff recommends that at the Site Development Plan review stage, the applicant, project arborist, and Staff shall walk the property and identify trees to be saved. Per Section 7.06.04, Tree Removal Guidelines.

II.

[2] According to Jeffrey R. Jenkins, MPA, AICP in a letter dated February 8th, 2023 to Todd Vandeberg.

The Zephyrhills future land use map indicates the area to the north and northwest of the subject as PUD (the Silver Oaks planned unit development and Recreation and Open Space (the East Pasco YMCA); the area to the south of the subject parcel is RU, or residential urban and is developed as the Wedgewood Manor. Remaining County properties include medium density residential and high density residential developed as several mobile home parks and subdivisions. Additionally, there are several larger vacant parcels yet to be developed along with larger-lot single family residential uses in the vicinity. Because of the convenient and central location, Staff anticipates this area of Zephyhills to experience additional small to medium-scale residential infill development over the coming years.

III. Proposed Development:

The applicant plans to develop the subject parcel (including the 20 acre parcel to the south) as a townhome development with a preliminary estimate of 7.3 units / acre.



Figure 3 – Proposed Property Annexation Area Map

IV. DATA & ANALYSIS REVIEW

A. **Character Analysis**

.

North – Mobile Home Subdivision.

West – Single-family residential community & Wedgewood Manor.

East – Single family residential.

South – Undeveloped Land.

B. **Compatibility Analysis/Annexation:**

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statues, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statues Chapter - 171.043 Character of the area to be annexed**.** A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The subject property is contiguous with properties that are already located within the city limits. Furthermore, the subject property is generally located within or close to the actual City, and/or developed in an urban/suburban land use pattern. An annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary as well as the guidelines as prescribed above. Geiger Road has been reviewed for improvements as previously discussed, and as discussed in the transportation section of this report. Furthermore, the annexation of the property into the City should be conditioned upon such improvements (based upon the anticipated use as discussed below).

Compatibility:

The parcel is surrounded by a variety of residential uses. The subject parcel and 20 acre parcel to the south are planned for a proposed residential use with townhomes (Conceptual plan reflects a density of 7.3 units / acre) is generally consistent with development patterns or anticipated development patterns in the area, please refer to Figre 7 – Proposed Site Plan (for illustrative purposes only). The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area.

The subject property will be served by the City of Zephyrhills Police Department. The Police Station is located at 6118 8th Street which is a distance of approximately one mile from the subject property.

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

Future Land Use Map (FLUMA) Amendment

A comprehensive plan amendment is also included in this three-part application process. Upon approval, this request will assign the tract into the Residential Suburban (RS) future land use category for the City of Zephyrhills. The RS 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 (4.155 acres) qualifies as a small-scale plan amendment;
(b) The request is to change the subject property's future land use designation from RES-9 to RU (Residential Urban) and is consistent with the abutting properties, which are:
    i. North/Northwest - Residential Urban and Public/Semi-Public;
    ii. East - Mobile Home, Estate Residential, and various residential land use assigned properties in the County;
    iii. South – Residential Urban, Estate Residential, and various residential land use assigned properties in the County.
    iv. West – Residential Urban, and various residential land use assigned properties in the County.

(c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
(d) According to the Utilities Department, water and waste water capacity is available for the proposed petition, and this application was received prior to the current moratorium on residential development within the City.
(e) Transportation:



Figure 4 – Transportation Map *Courtesy of BGE, Inc.*

The subject parcel abuts Geiger Road and a County ROW use permit will be required at the time of site plan review and approval. Geiger Road is currently in a state of extreme deterioration. Staff, elected officials, and City administration have worked with the County, MPO (Metropolitan Planning Organization) and the FDOT (Florida Department of Transportation) and their infrastructure consultants over the past year in an effort to determine the best course of action to substantially improve the roadway.

At the time of writing, indications have been given to Staff by the County that Geiger Road will be substantially improved through a FDR (Full-Depth Reclamation) and potentially a signalized mid-block cross-walk. Furthermore, Staff has received assurances from the developer that they are committed to the installation of a sidewalk along the north side of the roadway. Staff has been hesitant to move this petition forward until assurances from the County that the improvements are planned and funded. To repeat, at the time of writing, Staff has been assured of the above-mentioned roadway improvements. Please see Image 1 – Geiger Road at Linwood Lane for a recent photograph of the roadway and existing conditions. Please note this is the general vicinity of the proposed annexation (at the left of the road in the foreground).

In an email dated May 22, 2024 from Senior Engineer at the Department of Public Works, Pasco County, Chris Hanning, P.E. stated "…Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment. I know things are up in the air right now regarding details of the project, but we are working to get them settled". Please see the full email



Image 1 – Geiger Road Courtesy of Google Images, 2024

attached to this Staff rAs a reminder the City recently updated its de minimus threshold, as well as other traffic impact regulation in coordination with the assistance of its traffic consultant Kimley Horn and Associates and the County. See Figure 4- Transportation Map.



Figure 5 – Proposed FLU Map *Courtesy of BGE, Inc.*

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 the area as it provides an essential industrial element. See Figure 5 – Proposed FLU Map.



Figure 6 – Proposed Zoning Map *Courtesy of BGE, Inc.*

1. Rezoning
   (a) The request is to change the subject property's zoning classification from County R-1MH and RMH to R-4 (up to 14 dwelling units per acre);
   (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
      i. North/Northwest – Planned Unit Development;

ii. East - Mobile Home Subdivision, Estate Residential and various residentially zoned properties in the County;
iii. South – Planned Unit Development, Estate Residential, and various residentially zoned properties in the County; and,
iv. West – Planned Unit Development, and various residentially zoned properties in the County.

(c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. The project, consisting of 36 townhomes, will not create premature development. The proposed development is located around a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. It is Staff's understanding that the developer will blend the project with the established residential development pattern within the immediate area and will complement the existing neighborhoods. Staff will enforce all applicable land development regulations and Comp Plan provisions to ensure compliance while providing for a development that is sympathetic and respectful to the adjacent residential uses. See Figure 6 – Proposed Zoning Map.

C. **Natural & Historic Resources Analysis**[3]

The following site characteristics are provided by BGE and are attached to this report:

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development, see attached soils map.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies –No wetlands.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be no biological hotspots on the subject property. If species are found, such as gopher tortoises, proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.
6. Basins of Special Concern – The property is within the Basins of Special Concern. Therefore, at the time of site plan review the project shall demonstrate conformance with the City's regulations that require additional stormwater retention.

[3] Please see attached corresponding map series provided by the applicant and produced by BGE, Inc. At the time of development, more-refined analyses shall be required according to the LDC and any other permitting requirements.

D. **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, per Utilities Department. There is an 8' water main on the south side of Geiger Road that would necessitate a wet-tap and directional drill under the roadway. [4] The project should be conditioned with the applicant notification that water may or may not be available at the time the project is complete, see Staff recommendation below.
SEWER	Anticipated minimal impact according to the Utilities Department. This development would necessitate the installation of a lift station, and the closest manhole is in the Wedgewood subdivision. This also requires a directional bore under the roadway. [5]
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City's de-minimus threshold. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips, the applicant has presented supporting information. A substandard roadway analysis may be required as condition of annexation based upon the anticipated uses. Geiger Road (from Eiland Blvd. to US 301) has been identified as a priority for multi-modal improvements AND roadway resurfacing by the Pasco County Metropolitan Planning Organization (MPO). Staff is coordinating with County Staff and Leadership to ensure the proper improvements are made to the roadway to ensure the health, safety, and well-being for drivers, pedestrians, and bikers along the roadway.
	Three elementary school students, two middle school students, and two high school students for a total of seven students.[6]

E. Comp Plan and LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

POLICY

[4] Email received June 19, 2023 from Utilities Director John Bostic.
[5] Email received June 19, 2023 from Utilities Director John Bostic.
[6] See attached Pasco County Schools "School Impact Analysis".

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

a. regulate the subdivision of land;
b. regulate signage;
c. provide for drainage and storm water management;
d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
e. coordinate future land uses with soil 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 well fields by designating appropriate activities and land uses
i. within well-head protection areas and environmentally sensitive land;
j. provision of mixed land use designations….
k. discourage the proliferation of urban sprawl.

The proposed Providence Village residential project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance. Please note the above-mentioned Impact and Analysis regarding the condition of Geiger Road. Staff is processing applications for approximately 300 housing units (inclusive of application contained herein) across three separate applications. The impacts of the anticipated development shall be reviewed with a global emphasis and communicated as such with Pasco County, the ultimate authority for the Roadway. Staff is currently coordinating with the County for proper (if needed) ROW dedications, studies, and appropriate impact fees.

1. COMPLIANCE ANALYSIS

PROJECT DESCRIPTION

The proposed project is a townhome development located in the western portion of the City of Zephyrhills. This three-part concurrent application will provide for annexation into the City, a comprehensive plan amendment, and a rezoning. The subject property is undeveloped and heavily wooded.

PROPOSED DEVELOPMENT

The proposed development will combine the subject 3 acre parcel and the 20 acre parcel to the south for a proposed townhome development. The development, at the time of an SPRC submission, shall be in conformance with provisions found in Section 2.01.03.06.01 – Townhouses and all other applicable sections of the LDC, including the tree preservation section of the LDC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation along with a Comprehensive Plan amendment and a Rezoning application.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

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

A. The residential I 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 home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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 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 located on a parcel that is uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space shall be provided to residents for recreational purposes and gatherings per Section 2.01.03.06.01 – Townhouses.

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:

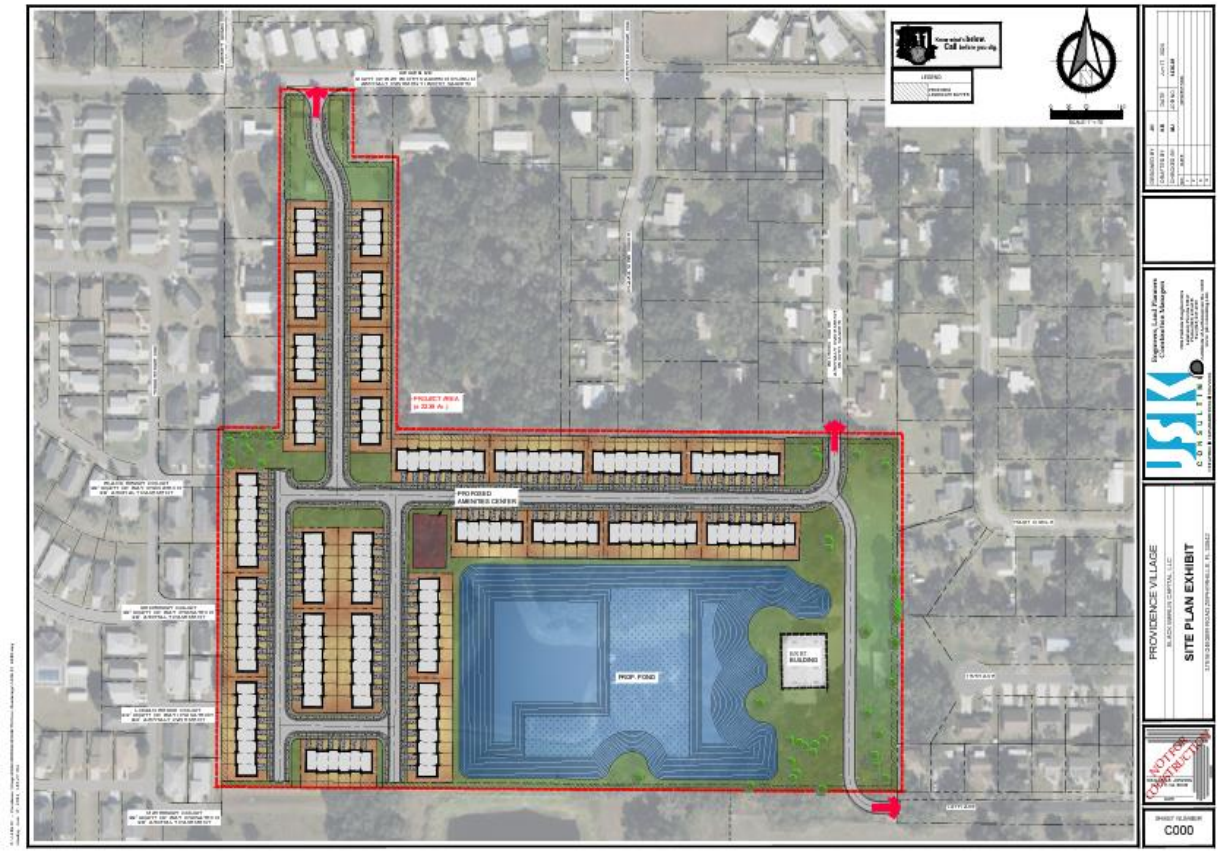


Figure 7 – Proposed Site Plan (illustrative purposes only) Courtesy of BGE, Inc.

b. Residential Suburban- 2.5 to 7.5 units/gross acre. The concept plan reflects a preliminary density of approximately 7.3 units per acre falls within the medium range criteria of the RS Future Land Use category requested in this application. Please see Figure 7 – Proposed Site Plan; this is a basic site plan intended for illustrative purposes only.

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 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 area being annexed is currently classified as RES-9 by Pasco County. 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.

CONSISTENCY WITH 171.043, F.S.

171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

Subsection 1: The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Parcel 03-26-21-0010-11700-0020 is contiguous to the City of Zephyrhills. The abutting parcel to the east is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 2: Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

> (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
>
> (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
>
> (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

The project will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 3: In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

> (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary

or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The project can be serviced without the extension of water and/or sewer lines through a sparsely developed 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. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

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 structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded 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 contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Black Marlin development project. Further research/review and possible mitigation/relocation of any protected fauna species shall be required at the time of site plan review and approval, and 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. Staff encourages the developer to plant additional trees over and above the minimum required rather than payment into the tree mitigation fund. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed.

V. RECOMMENDATION

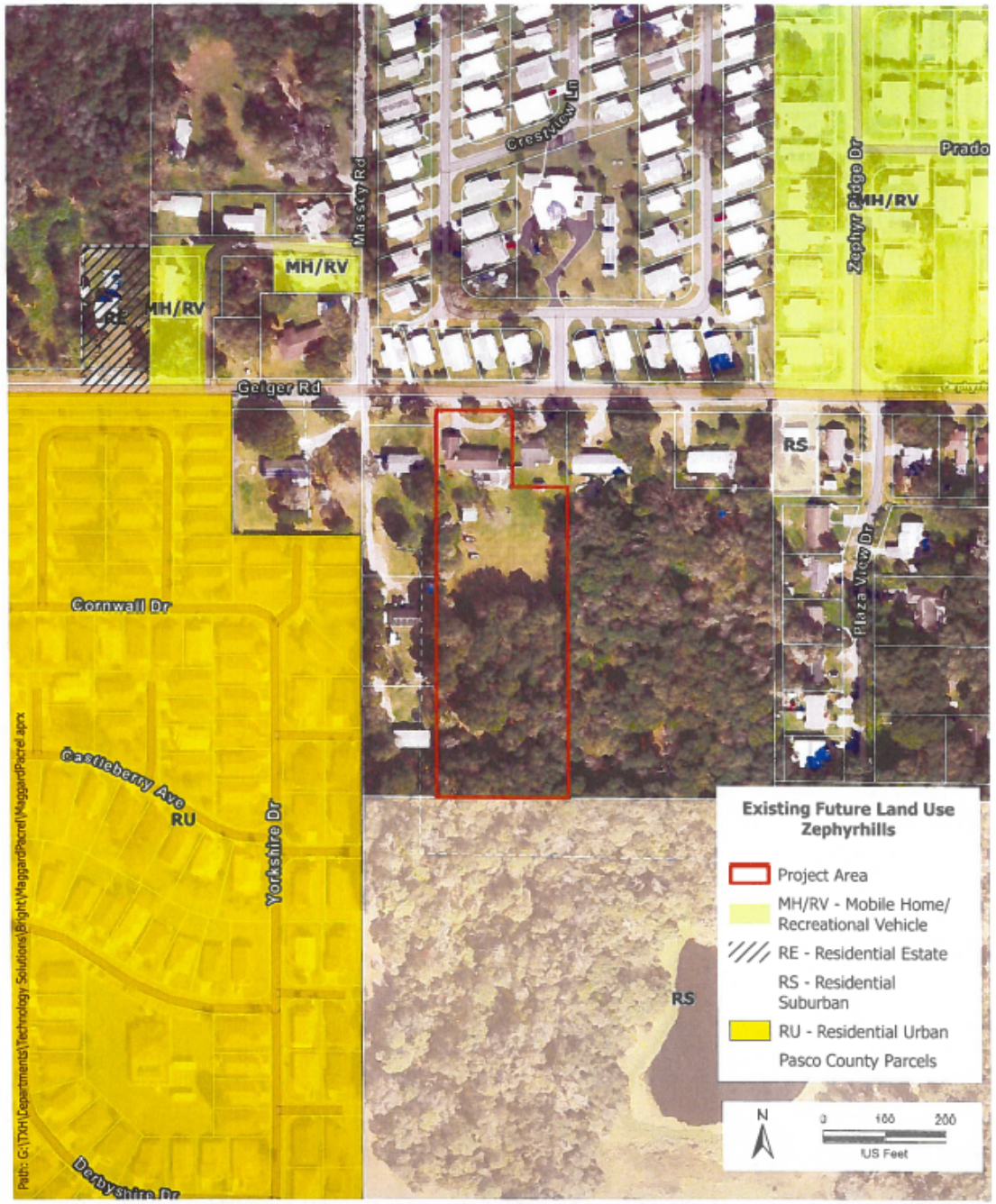
Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on May 28, 2024. The SPRC moved the request forward to the Planning Commission.

Planning Commission - The Planning Commission recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on June 18, 2024. The Planning Commission moved the request forward to the City Council for final consideration.

Staff - Based upon the analysis contained herein, along with supporting documentation and neighborhood involvement addressing such concerns with the property owner, Staff recommends approval of this petition for annexation, rezoning to R-4 and FLUMA to RU. Annexation should be conditioned upon the following:

1. Applicant is hereby notified that the City makes no guarantee that potable water will be available for any residential project on said lands upon final completion and request for a Certificate of Occupancy (CO).
2. The City shall receive adequate assurances (as determined by the City), that Pasco County shall make significant roadway improvements to Gieger Road, including, but not limited to a Full Depth Reclamation and other safety upgrades as determined by the City and agreed-upon by Pasco County.
3. Applicant/Developer shall install a sidewalk at the discretion and as determined by the City and Pasco County.

4. At the Site Development Plan review stage, the applicant (or his or her designee), project arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Per Section 7.06.04, Tree Removal Guidelines, City Land Development Code.



BGE

Maggard Parcel - Existing Future Land Use

BGE, Inc.
Tel: 813-348-0501
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400



BGE | Maggard Parcel - Existing Zoning | BGE, Inc. | Project No: 9197-00 | September 2022 | Scale: 1:3,600

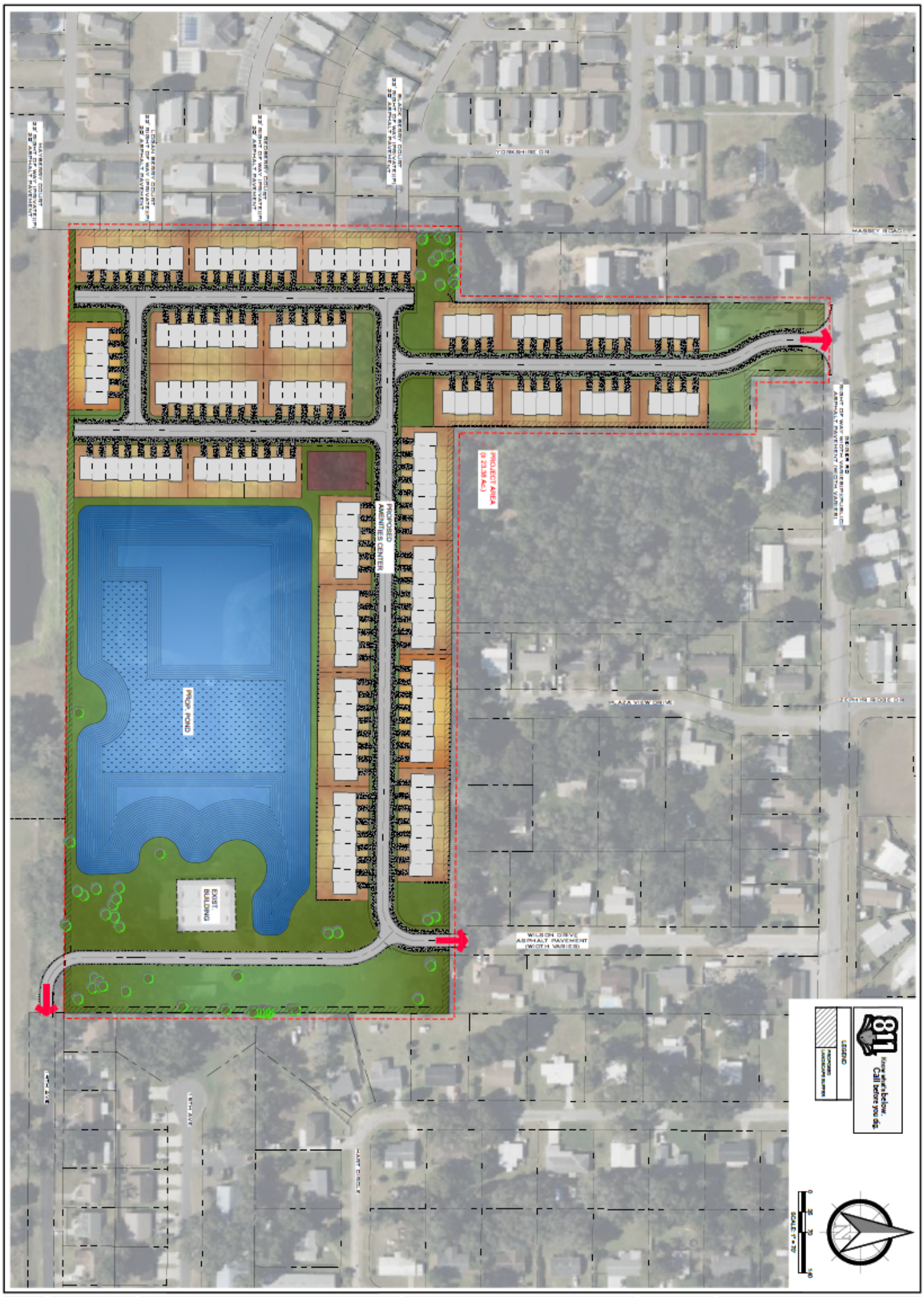


BGE

Maggard Parcel - Proposed Future Land Use

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400



SHEET NUMBER C000

NOT FOR CONSTRUCTION

PROVIDENCE VILLAGE

BLACK MARLIN CAPITAL, LLC

SITE PLAN EXHIBIT

37518 GEIGER ROAD ZEPHYRHILLS, FL 33542

USK CONSULTING
CREATING • IMPLEMENTING • SOLVING

Engineers, Land Planners
Construction Managers

3904 Gilmore Heights Drive
Lakeland, Florida 33812
Phone: (863) 619-6013
Fax: (863) 619-6013
Certificate of Authorization No. 29932
www.jsk-consulting.com

DESIGNED BY:	JH		
DRAFTED BY:	KR	DATE	Jun 17, 2024
CHECKED BY:	MJ	JOB NO.	1436.01

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

PROVIDENCE VILLAGE
SCHOOL OWNERSHIP LIMITS
LIMITS OF POTENTIAL DEDICATION
145.2'
TOS
TOB
24.0
18'
15TH AVE
BENCHMARK NAIL & DISC EL= 83.82'
14TH AVE
SCHOOL OWNERSHIP LIMITS
LIMITS OF POTENTIAL DEDICATION
EXISTING POND
EXISTING BLDG. TO REMAIN
FEMA LINE (SEE DETAIL IMAGE BELOW)
PROPOSED 36 BICYCLE SPACES
PROPOSED BLDG.
PROPOSED COVERED PLAY AREA
PLAY GROUND AREA
EXISTING BLDG. TO REMAIN
13T STREET
BENCHMARK NAIL & DISC EL= 82.62'
EXISTING CHILLER
EXISTING MODULAR BUILDING
DUMPSTER AREA
CHILLER
FEMA LINE (SEE DETAIL IMAGE BELOW)
PLAY GROUND AREA
ESE DROP OFF LOOP
EXISTING BLDG. TO REMAIN
OHP
0 30 60

Wannemacher Jensen Architects, Inc.
132 Mirror Lake Drive N. Unit 301
St. Petersburg, Florida 33701-3214
(727) 822-5566
www.wjarc.com
AR94244

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COASTAL DESIGN CONSULTANTS
PLANNING ENGINEERING
CONSTRUCTION ADMIN.
7226 LITTLE ROAD
NEW PORT RICHEY
FLORIDA 34654
727-848-8010
FAX 727-848-8020
CA# 00009572

WEST ZEPHYRHILLS ELEMENTARY SCHOOL

PASCO COUNTY SCHOOLS
37900 14TH AVE., ZEPHYRHILLS, FL 33542

Project number
2326

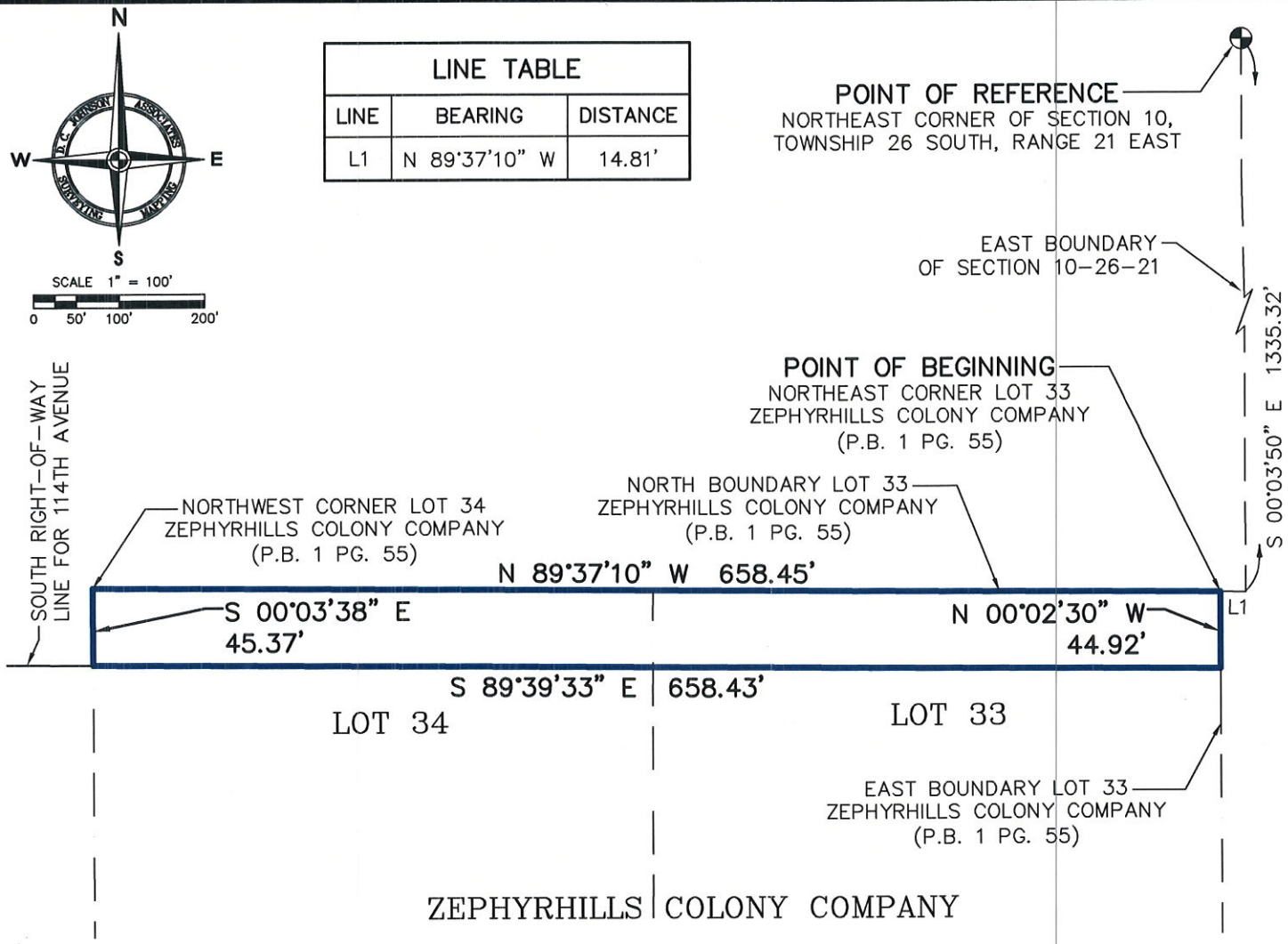
DISTRIBUTION

MILESTONE	DATE
ERP No. 2	02/20/24
REV 01	03/28/24 1
SWFWMD Comments	04/19/24 2
100% CDs	05/01/24 3

PRELIMINARY SITE PLAN

C3.0

Plot T:\@COCProjects\20337 W Zephyrhills ES\Out\06-01-2024 CADD\20337 C3.X EXHIBIT Plan.dwg - Jun 07, 2024 @ 2:29pm - AGiller



DESCRIPTION:
A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,335.32 feet; thence N.89°37'10"W., a distance of 14.81 feet to the Northeast corner of Lot 33 per plat of ZEPHYRHILLS COLONY COMPANY as shown on the map or plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence continue N.89°37'10"W. along the North boundary of said Lot 33, and Lot 34, a distance of 658.45 feet to the Northwest corner of Lot 34 of said plat of ZEPHYRHILLS COLONY COMPANY; thence S.00°03'38"E., a distance of 45.37 feet to the South right-of-way for 114th Avenue; thence S.89°39'33"E., a distance of 658.43 feet to the East boundary of aforementioned Lot 33; thence N.00°02'30"W. along the East boundary of said Lot 33, a distance of 44.92 feet to the POINT OF BEGINNING.
Containing 0.68 acres, more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL EAST RIGHT-OF-WAY

PREPARED FOR
Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 | DRAWN BY: SDV

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DANIEL C. JOHNSON License Number 3653 STATE OF FLORIDA Professional Surveyor and Mapper

Date: 6/17/2024

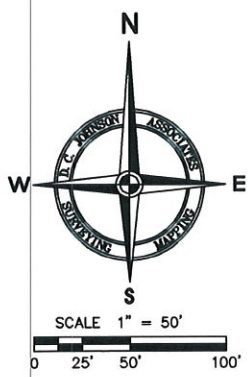
Daniel C. Johnson PLS/PSM License Number 3635
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

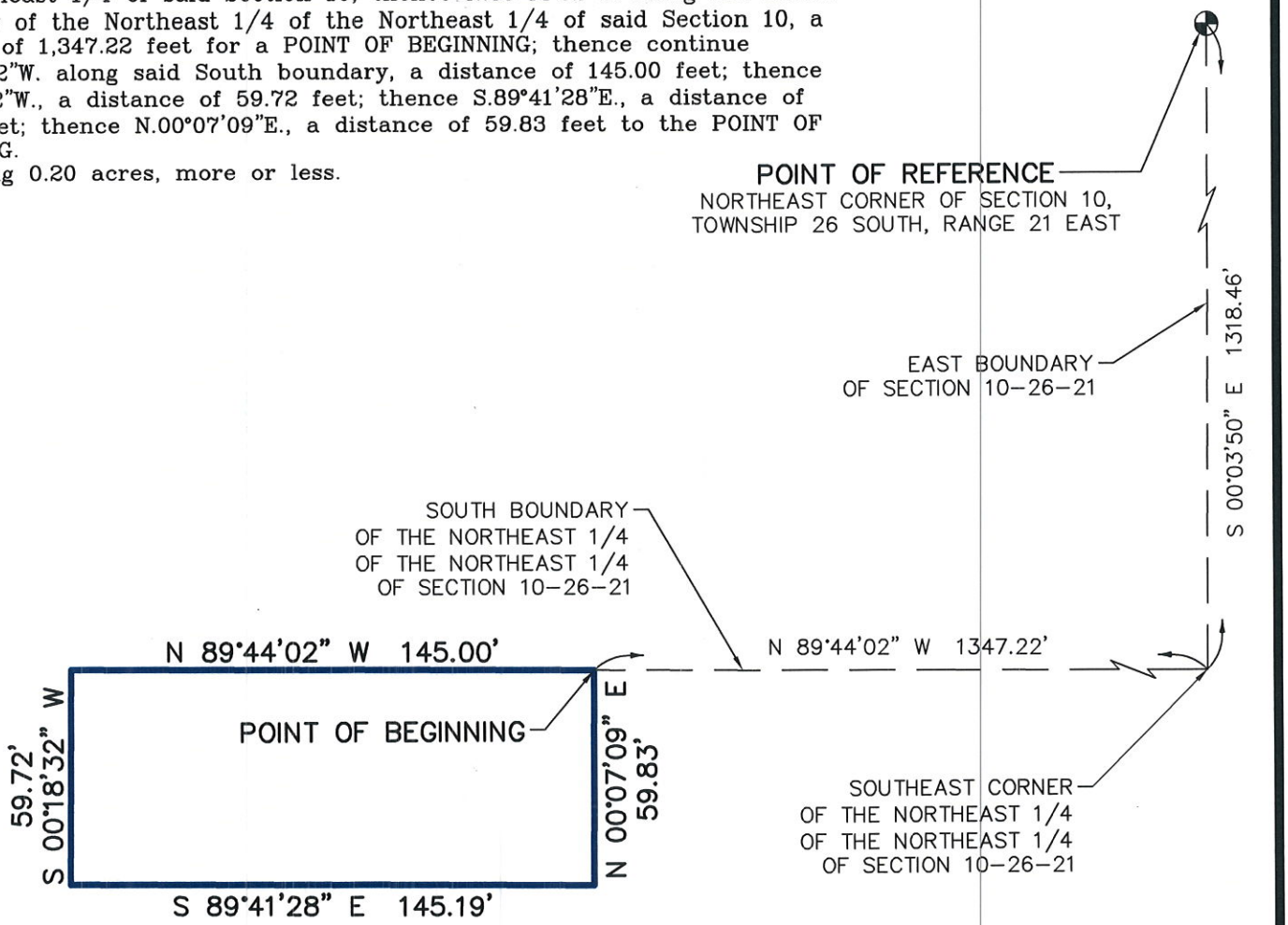
D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

DESCRIPTION:

A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,318.46 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence N.89°44'02"W. along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 10, a distance of 1,347.22 feet for a POINT OF BEGINNING; thence continue N.89°44'02"W. along said South boundary, a distance of 145.00 feet; thence S.00°18'32"W., a distance of 59.72 feet; thence S.89°41'28"E., a distance of 145.19 feet; thence N.00°07'09"E., a distance of 59.83 feet to the POINT OF BEGINNING.
Containing 0.20 acres, more or less.





DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL
WEST RIGHT-OF-WAY

PREPARED FOR
Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 | DRAWN BY: SDV

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Daniel C. Johnson — PLS/PSM License Number 3653
For D.C. Johnson & Associates, Inc.
Date: 6/17/2024
Not valid without the signature and raised seal of a Florida Licensed Surveyor

D.C. JOHNSON & ASSOCIATES
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(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com

FW: Geiger Rd

Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Tue 7/16/2024 11:48 AM
To:Carlos Maldonado <CMaldonado@ci.zephyrhills.fl.us>

See email

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, July 12, 2024 4:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Todd,
The information I shared with Tina yesterday is about as up-to-date as I have.
We plan on installing the safety edge with our rehab project. The only thing I really cannot tell you is exactly when the road will be rehabbed. The new Pasco County MSTU was just passed by the BCC, but the exact millage rate has not yet been determined and probably won't be until September and this may affect the timing of the project. However, our (Public Works) plan is to tackle our Major roads, including Geiger, as soon as we get funding and the "ok" to proceed, which would probably be around mid to late October. We hope to have the Majors completed by the end of the calendar year, but there are a lot of variables in play. I will do my best to keep you and the rest of the team informed as we get closer to our new fiscal year and scheduling becomes more solid.
Thanks,
Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, July 12, 2024 3:55 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: FW: Geiger Rd
Todd,

This came from Christopher this past week, hope this helps.
Pasco MPO is currently working on some ROW survey for Geiger and Wire Road for the next step needed to move forward with sidewalk projects.
Just a reminder the ROW survey is more about feasibility of the sidewalk and location.
Geiger will need other counter measures before the sidewalk and soon as possible after the paving. Example, stripping and signage.
Great news on the safety edge being added, so exciting and grateful for Public Works supporting this project!
Tina

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,
Please pardon the delay in communicating with you and your team. And thank you for "poking" me to make sure I'm still around… 😉
I was finally able to speak with my Engineering Manager to discuss reaching out to FDOT for possible safety money for use of the safety edge. After giving him the added cost of asphalt for the safety edge and the additional width for the road base, we decided that Public Works will fund the paving of Geiger Road with the safety edge through our paving program. We feel the very low additional cost for this enhancement is not worth the additional effort, time, and paperwork that would be necessary for FDOT.
As I stated earlier, we have the "verbal" from our paving contractor to use the safety edge (they have the necessary attachment), we just haven't gotten anything in writing yet. I feel confident that this will not be an issue, but just wanted to make you aware. As soon as we get written confirmation and our funding in place for FY25, then we can get Geiger Road scheduled!
Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, July 9, 2024 2:09 PM
To: Christopher Hanning <channing@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: FW: Geiger Rd

Chris,
How are we doing with the Geiger Rd, reclamation and safety edge. MPO is working with traffic operations and the city on several safety measures for this road. The road reclamation and safety edge is the first priority. Can you provide an update please, thanks.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Tuesday, July 9, 2024 1:49 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Cc: William Poe <WPoe@ci.zephyrhills.fl.us>; mmaggard@shumaker.com; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Subject: Geiger Rd

Good afternoon, Tania and Tina. Last night at our City Council meeting the Planning Department presented reports on two development projects on Geiger Rd. I informed the Council that our latest communication with the County indicated a goal of trying to get started with construction of Geiger Rd at the beginning of next year. The Council has agreed to proceed with the ordinances on these two projects and upcoming two public hearings, but asked if I

would reach out and see if there is a way to formalize / confirm that the project and timetable is confirmed / budgeted. Thanks,

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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CUSA18A7

MEMORANDUM

TO: Annexation of 4.155 acres (located off Geiger Road across from Wedgwood Manor), and an assignment of R-3 (Medium Density) zoning designation and future land use of RS (Residential Suburban) for a proposed approximately 30-31 unit single-family attached townhome community.

FROM: Staff is coordinating with the County for improvements to Geiger Road. *Please see analysis and policy review for further discussion on this and other important information.*

DATE: August 12, 2024

SUBJ: Black Marlin Annexation
Second Reading **ORDINANCE NO. 1485-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 03-26-21-0010-11700-0020 ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1485-24 on the Second Reading

Vacant and unimproved land is proposed to be developed as single family attached residential dwellings, thus increasing the amount of tax generated for the entirety of the property.

ORDINANCE NO. 1485-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 03-26-21-0010-11700-0020 ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.

WHEREAS, Black Marlin Capital LLC, owner of the lands hereinafter described in Section 1 below, and have requested and consented through a Petition for Annexation for approximately 4.155 acres of property (MOL) described in Section 1 below to be annexed into the boundaries of the City of Zephyrhills; and

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

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

WHEREAS, the City Council finds that the Ordinance number, heading, brief description of the area to be annexed and a map depicting where the lands are to be annexed are located was properly published and advertised as request by Florida Statutes; and

WHEREAS, all other procedural and notice requirements mandated by Florida Statutes and the City's Land Development Code has been followed and satisfied; and

WHEREAS, the City Council has reviewed and evaluated the Petition submitted and has determined that all owners of said lands have signed the Petition and that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Code.

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

Section 1. Recitals.

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

Section 2. Authority.

The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous or infill areas and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 3. Annexation.

The following described lands, lying and being situated in Pasco County, to wit:

Parcel/Tax I.D. Number: 03-26-21-0010-11700-0020

Physical Address: N/A

Legal Description: A portion of the West 1/2 of Tracts 117 and 124 of Zephyrhills Colony Company Lands as recorded in Plat Book 2, Page 1, Public Records of Pasco County Florida, lying within the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida; thence North 89'35'57" West 671.79 feet along the South line of said Southwest 1/4 to the prolongation of the West line said Tract 124; thence North 00'47'56" East 40.00 feet along said West line to the North right of way of Geiger Road to the POINT OF BEGINNING; thence continue North 00'47'56" East 620.02 feet to the Northwest corner of said Tract 117; thence South 89'38'19" East 326.21 feet to the Northeast corner of the West 1/2 of said Tract 117; thence South 00'36'48" West 420.23 feet along the East line of the West 1/2 of said Tracts 117 and 124; thence North 89’35'57" West 110.00 feet; thence South 00'36'48" West 200.00 feet to the North right of way line of Geiger Road; thence North 89"35'58" West 218.26 feet to the POINT OF BEGINNING.

Acreage: 4.155 Acres, more or less.

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

1. Applicant is hereby notified that the City makes no guarantee that potable water will be available for any residential project on said lands upon final completion and request for a Certificate of Occupancy (“CO”).

2. The City shall receive adequate assurances prior to the issuance of any CO, (as determined by the City), that Pasco County commits to make significant roadway improvements to Gieger Road, including, but not limited to a Full Depth Reclamation and other safety upgrades as determined by the City and agreed-upon by Pasco County.

3. The owner will enter into a Developer’s Agreement with the City prior to Site Plan Approval to construct a trail from the Cottages of Silver Oaks project, east to Massey Road or contribute to the sidewalk mitigation fund in an amount equal to the cost of construction of said trail. If the right of way is not sufficient, as determined by the City, to construct the proposed trail or a portion thereof, a sidewalk may be constructed in lieu of a trail for that portion or portions of the proposed trail.

4. At the Site Development Plan review stage, the owner, owner’s arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Pursuant to Section 7.06.04 Tree Removal Guidelines, of the City of Zephyrhills Land Development Code, a maximum of 50% of trees shall be allowed to be removed.

Section 4. Prerequisites Satisfied.

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

Section 5. Effective Date.

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

The foregoing Ordinance No. 1485-24 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 22nd day of July 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1485-24 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 8th day of August 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1485-24 was approved by me this 8th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

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Matthew E. Maggard, Esq.
City Attorney

Staff Report
Memorandum

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Principal Planner
RE: ANX 16-22 – Black Marlin Capital LLC Annexation, Land Use Map Amendment, and Rezoning
Date: July 22, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Leonard H. Johnson of Johnson, Pope, Bokor, Ruppel & Burns, LLP

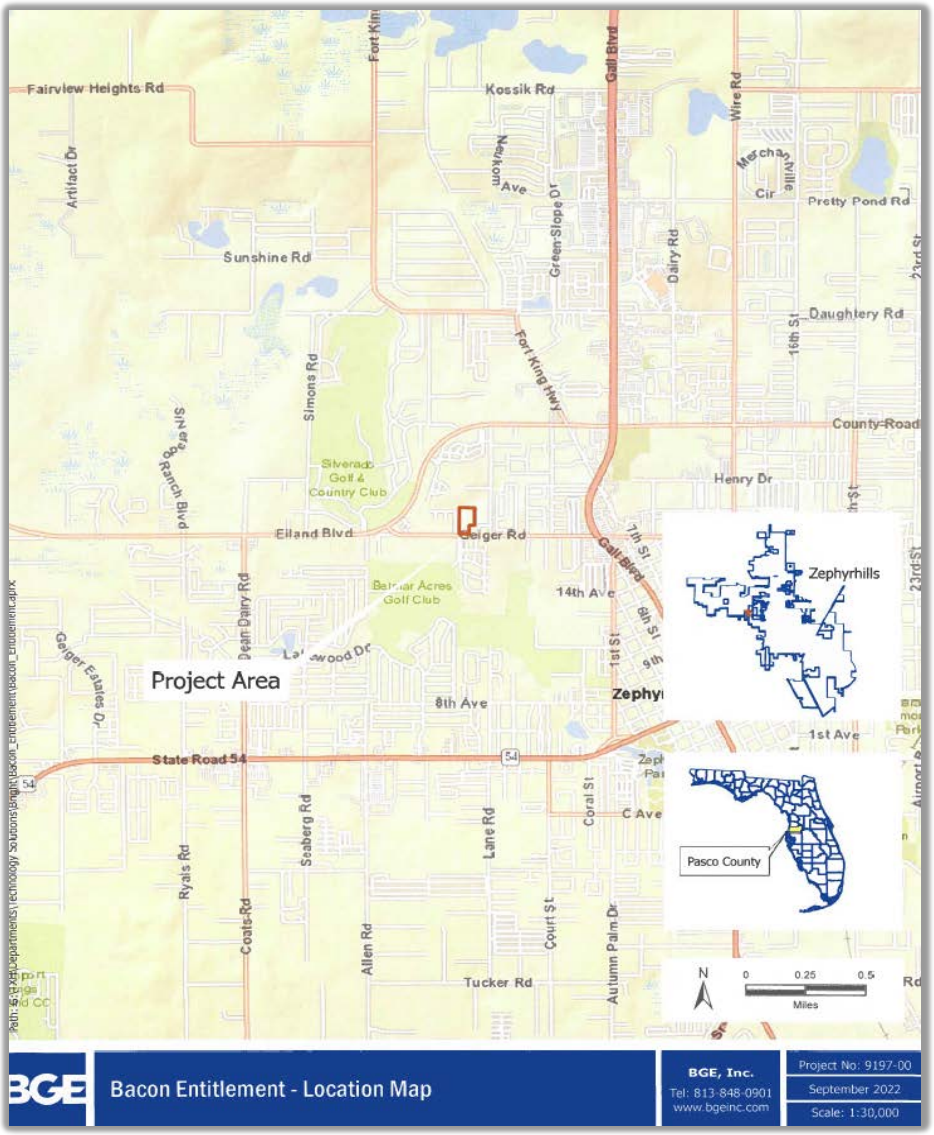


Figure 1 – Location Map *Courtesy of BGE, Inc.*

on behalf of the property owner, Black Marlin Capital LLC. The subject site is 4.155 acres more or less (mol) and located on Geiger Road immediately north of the Wedgewood Manor subdivision or approximately 1,500 feet from the Eiland Blvd./Geiger Road intersection. See Figure 1 – Location Map and Figure 2 – Aerial Map.[1]

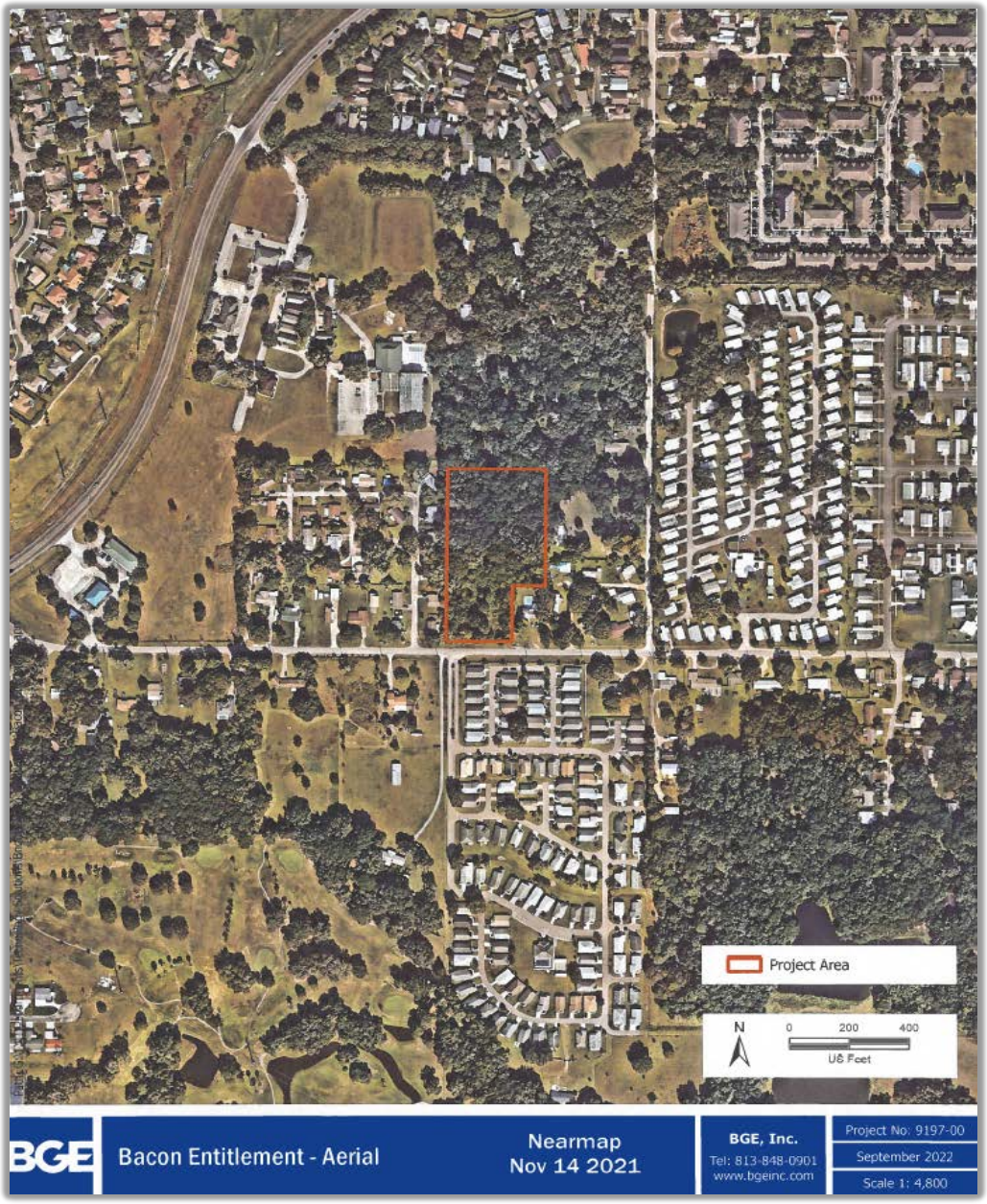


Figure 2 – Aerial Map *Courtesy of BGE, Inc.*

[1] 'Figures' contained herein are attached in original format as presented to the City, please see "attachments".

Please note: After careful consideration of the adjacent neighbors and concerned residents in attendance at the Planning Commission on June 18, 2024, at the request of the applicant, Staff re-evaluated the analysis and original petition for a zoning designation of R-4 and a future land use designation of RU (residential urban), and the density of the abutting residential development. After the request and re-review, Staff agrees and finds that the zoning designation of R-3, Medium Density Residential and RS, Residential Suburban for the Future Land Use appropriate and reflective of the adjacent land use development patterns. Further elaboration is contained herein.

Additionally, the Planning Department has coordinated with several residents regarding general questions on the proposed use - including affordable housing, water usage, the density, and the condition of Geiger Road. This project is not proposed as an "affordable housing project", and according to the Utilities Department, the City has sufficient water under the existing WUP (Water Use Permit) to service the development. This application was presented to the City prior to the ongoing moratorium on development in place since June of 2023, and was factored into the requested consumptive use increase WUP with the SWFWMD (Southwest Florida Water Management District) as such. Per the JPA (Joint Planning Area) agreement, the City has coordinated with the County, and it has no objections or comments[2]; but Staff is further coordinating with the County for improvements to Geiger Road. Staff has received assurances from the County that improvements are planned and in-process for the next fiscal year 2025. *Please see analysis and policy review for further discussion.*

Finally, the intersection of US 301 and Geiger Rd. is on the newly approved 'Hot Spot' Map. The City is in the process of evaluating the intersections and budgeting/coordinating with the appropriate agencies for improvements to those areas.

Site Information

Applicant | Owner:	Black Marlin Capital LLC
Location:	North side of Geiger Road 1,500 feet east of Eiland Blvd.
Parcel ID Number(s):	03-26-21-0010-11700-0020
Acreage:	4.155 Acres
Existing Land Use:	Vacant
Existing Future Land Use:	County RES-9
Proposed Future Land Use:	RS (Residential Suburban)
Existing Zoning:	County R-1MH and RMH
Proposed Zoning:	R-3 (Med. Density Residential – up to 7.5 DU per acre - single family attached)
Potential DU	Approximately 30-31

[2] According to Jeffrey R. Jenkins, MPA, AICP in a letter dated February 8th, 2023 to Todd Vandeberg.

II. Detailed Project Description:

This application identifies Parcel ID Number 03-26-21-0010-11700-0020 and does not have an assigned address with the Pasco County property appraiser. There is only one (1) Parcel ID Number subject to review with this application.

As previously discussed, the subject property is generally located on the north side of Geiger Road approximately 1,500 feet from the Eiland Blvd. and Geiger Road intersection. The subject parcel in this three-part application under review includes approximately 4.155 acres and is rectangular in shape, with the exception of a parcel (separate from this petition) consisting of a single-family home on the subject parcel's southeastern border. Please see Figure 3 – Proposed Property Annexation Area Map for a survey of the subject property.

All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The subject property is heavily wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan. 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. Please note, as a condition of approval, Staff recommends that at the Site Development Plan review stage, the applicant (or his or her designee), project arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Per LDC Section 7.06.04, Tree Removal Guidelines, a maximum number of trees (to be determined by a tree survey and based upon the number of trees per acre above 6" in caliper) shall be allowed to be removed.

The Zephyrhills future land use map indicates the area to the north and northwest of the subject as PUD (the Silver Oaks planned unit development and Recreation and Open Space (the East Pasco YMCA); the area to the south of the subject parcel is RU, or residential urban and is developed as the Wedgewood Manor at a density of approximately six (6) units per acre. Remaining County properties include medium density residential and high density residential developed as several mobile home parks and subdivisions (with a density average of six (6) units per acre). Additionally, there are several larger vacant parcels yet to be developed along with larger-lot single family residential uses in the vicinity. Because of the convenient and central location, Staff anticipates this area of Zephyhills to experience additional small to medium-scale residential infill development over the coming years.

III. Proposed Development:

The applicant plans to develop the parcel for a single-family townhome subdivision with 20-foot wide lots. No other information is available at this time.

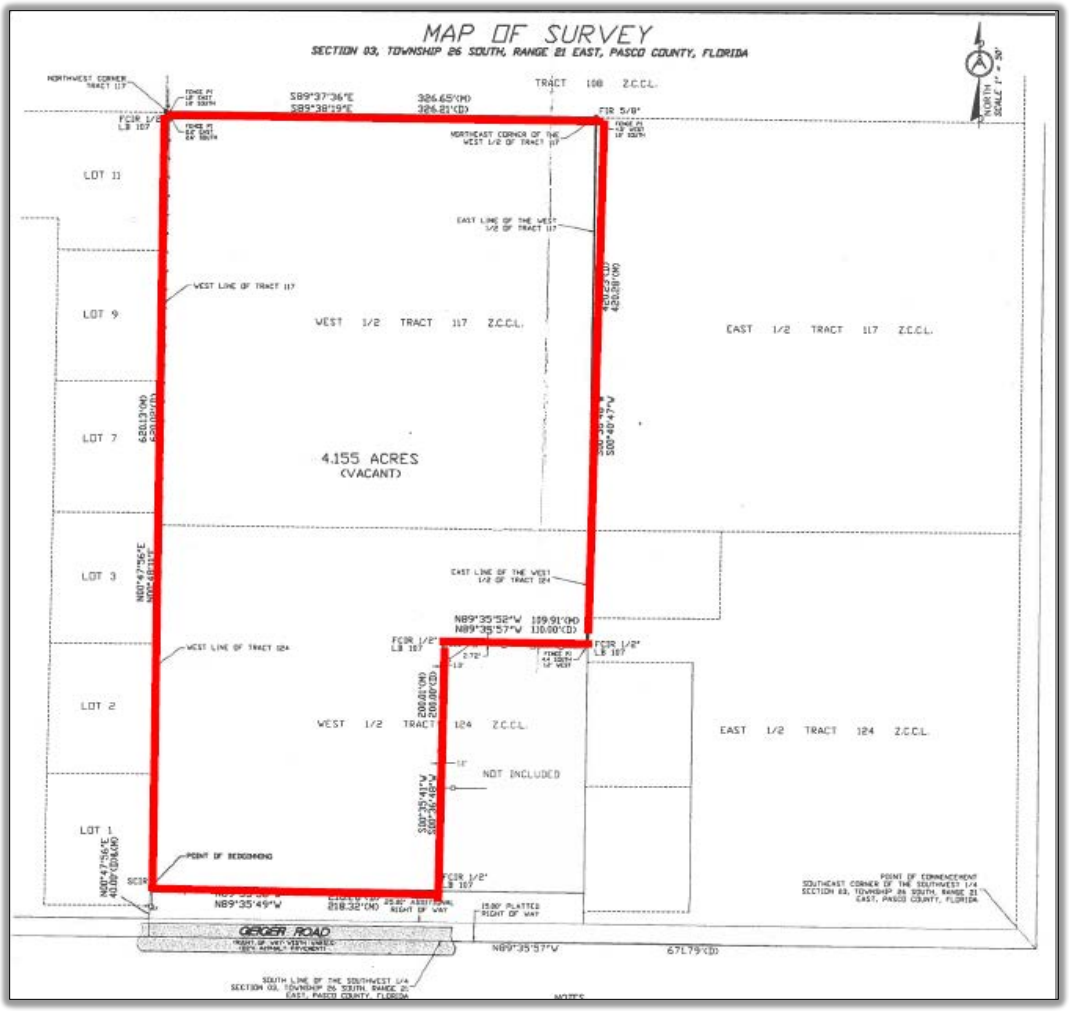


Figure 3 – Proposed Property Annexation Area Map *Courtesy of Northstar Surveying and Mapping, INC.*

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

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North & Northwest –Larger-lot single-family parcels, mixed commercial and residential uses such as the Silver Oaks planned unit development, the East Pasco YMCA and various office and commercial uses along Abbott Station Drive.

West – Single-family residential community

East – Green Hills Estate medium density mobile home park. The development consists of approximately 118 units on 20 acres, which is approximately 6 dwelling units per acre.

South – Residential uses such as Wedgewood Manor and larger-lot single family residential. Wedgewood consists of approximately 121 units on 20 acres, which is approximately 6 dwelling units per acre.

B. **Compatibility Analysis/Annexation:**

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statues, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statues Chapter - 171.043 Character of the area to be annexed**.** A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The subject property is contiguous with properties that are already located within the city limits. Furthermore, the subject property is generally located within or close to the actual City, and/or developed in an urban/suburban land use pattern. An annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary as well as the guidelines as prescribed above. Geiger Road should be reviewed for improvements as previously discussed, and as discussed in the transportation section of this report. Furthermore, the annexation of the

property into the City should be conditioned upon such improvements (based upon the anticipated use as discussed below).

Compatibility:

The parcel is surrounded by a variety of residential uses. The proposed residential use with approximately 30-31 townhomes is generally just slightly higher than the existing development patterns in the area (around 6-7 DU per acre). The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area, although at a higher density than existing development.

The subject property will be served by the City of Zephyrhills Police Department. The Police Station is located at 6118 8th Street which is a distance of approximately one mile from the subject property.

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

Future Land Use Map (FLUMA) Amendment

A comprehensive plan amendment is also included in this three-part application process. Upon approval, this request will assign the tract into the Residential Suburban (RS) future land use category for the City of Zephyrhills. The RS classification purpose is to recognize properties that are appropriate to be developed in a suburban, medium-density manner. It also recognizes that such areas are well-suited for residential uses typical of suburban, non-intensive qualities. The density range in RS is 2.5 to 7.5 dwelling units per gross acre.

(a) The subject property (4.155 acres) qualifies as a small-scale plan amendment;
(b) The request is to change the subject property's future land use designation from RES-9 to RS (Residential Suburban) is consistent with the abutting properties, which are:
    I. North/Northwest - various low density residential land use assigned properties in the County;
    II. East - Mobile Home, Estate Residential, and various low density residential land use assigned properties in the County;
    III. South – Residential Urban, Estate Residential, and various low density residential land use assigned properties in the County.
    IV. West – Various low density residential land use assigned properties in the County.

(c) The proposed change is consistent with existing growth patterns and therefore R-3 medium density residential would be an appropriate zoning designation;
(d) According to the Utilities Department, water and waste water capacity is available for the proposed petition, and this application was received prior to the current moratorium on residential development within the City.

(e) Transportation:



Figure 4 – Transportation Map *Courtesy of BGE, Inc.*

The subject parcel abuts Geiger Road and a County ROW use permit will be required at the time of site plan review and approval. Geiger Road is currently in a state of extreme deterioration. Staff, elected officials, and City administration have worked with the County, MPO (Metropolitan Planning Organization) and the FDOT (Florida Department of Transportation) and their infrastructure consultants over the past year in an effort to determine the best course of action to substantially improve the roadway.

At the time of writing, indications have been given to Staff by the County that Geiger Road will be substantially improved through a FDR (Full-Depth Reclamation) and potentially a signalized mid-block cross-walk. Furthermore, Staff has received assurances from the developer that they are committed to the installation of a sidewalk along the north side of the roadway. Staff has been hesitant to move this petition forward until assurances from the County that the improvements are planned and funded. To repeat, at the time of writing, Staff has been assured of the above-

mentioned roadway improvements. Please see Image 1 – Geiger Road at Linwood Lane for a recent photograph of the roadway and existing conditions. Please note this is the general vicinity of the proposed annexation (at the left of the road in the foreground).

In an email dated May 22, 2024 from Senior Engineer at the Department of Public Works, Pasco County, Chris Hanning, P.E. stated "…Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment. I know things are up in the air right now regarding details of the project, but we are working to get them settled". Please see the full email



Image 1 – Geiger Road at Linwood Lane Courtesy of Google Images, 2024

attached to this Staff report. The proposed townhome subdivision is projected to have a de minimus traffic impact. In an email received by Staff on May 23, 2024, Basit Ali of Kimley Horn and Associates wrote "*…the [originally anticipated] 36 townhomes* **(unit count is now approximately 30-31)** *will generate 18 PM peak hour trips (10 in, 8 out) on Geiger Road, which is a 2-lane roadway. Even if we assume all 10 incoming trips to make a left turn into the project, a left-turn lane will not be warranted as we need a minimum of 20 left turns to warrant a left-turn lane. Similarly, we need 50 right turns to warrant a right-turn lane and based on the 10 incoming trips, a right-turn lane is not warranted."* As a reminder the City recently updated its de minimus threshold, as well as other traffic impact regulation in coordination with the assistance of its traffic consultant Kimley Horn and Associates and the County. See Figure 4- Transportation Map.

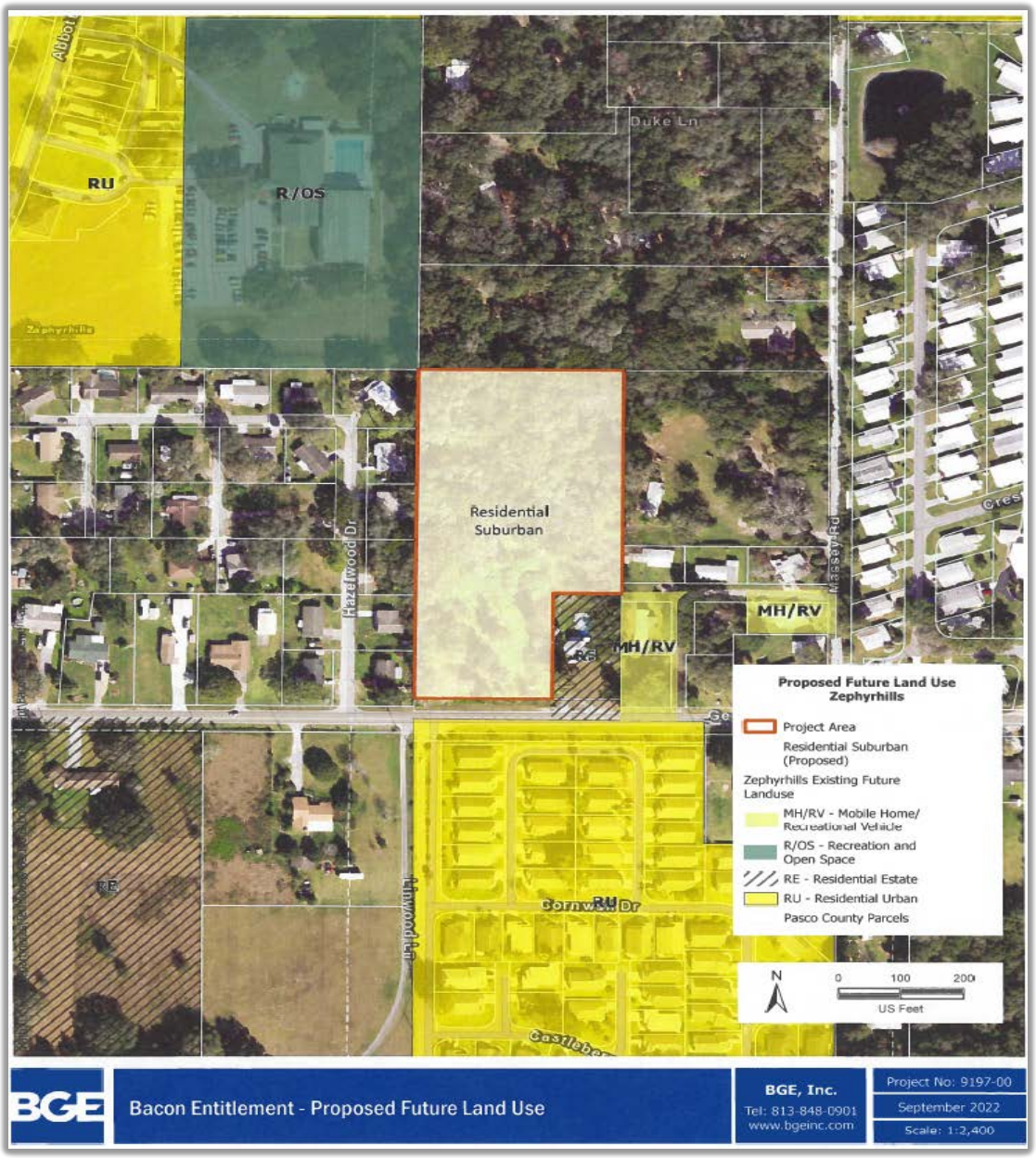


Figure 5 – Proposed FLU Map *Courtesy of BGE, Inc.*



Figure 6 – Proposed Zoning Map *Courtesy of BGE, Inc.*

1. Rezoning
   (a) The request is to change the subject property's zoning classification from County R-1MH and RMH to R-3 (up to 7.5 dwelling units per acre);

(b) The requested zoning designation is inconsistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:

I. North & Northwest –Larger-lot single-family parcels, mixed commercial and residential uses such as the Silver Oaks planned unit development, the East Pasco YMCA and various office and commercial uses along Abbott Station Drive.

II. West – Low density single-family residential lots.

III. East – Various low density residential and mobile home rv designations in the County, and the Green Hills Estate medium density mobile home park. The development consists of approximately 118 units on 20 acres, which is approximately 6 dwelling units per acre.

IV. South – Residential uses such as Wedgewood Manor and larger-lot single family residential. Wedgewood consists of approximately 121 units on 20 acres, which is approximately 6 dwelling units per acre.

(c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability and the R-3 zoning designation is appropriate as it is more reflective of the currently developed 6 units per acre abutting developments.

Therefore, the lower density may be warranted to make the project more compatible/consistent with the existing growth and development of the area. The project, proposed at 31, will not create premature development. The proposed development is located around a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. It is Staff's understanding that the developer will blend the project with the established residential development pattern within the immediate area and will complement the existing neighborhoods (however, as previously stated, the higher density may be inappropriate). Staff will enforce all applicable land development regulations and Comp Plan provisions to ensure compliance while providing for a development that is sympathetic and respectful to the adjacent residential uses. See Figure 6 – Proposed Zoning Map.

C. **Natural & Historic Resources Analysis**[3]

The following site characteristics are provided by BGE and are attached to this report:

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development, see attached soils map.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.

[3] Please see attached corresponding map series provided by the applicant and produced by BGE, Inc. At the time of development, more-refined analyses shall be required according to the LDC and any other permitting requirements.

3. Wetlands | Water Bodies –No wetlands.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be no biological hotspots on the subject property. If species are found, such as gopher tortoises, proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.
6. Basins of Special Concern – The property is within the Basins of Special Concern. Therefore, at the time of site plan review the project shall demonstrate conformance with the City's regulations that require additional stormwater retention.

D. **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, per Utilities Department. There is an 8' water main on the south side of Geiger Road that would necessitate a wet-tap and directional drill under the roadway. [4] The project should be conditioned with the applicant notification that water may or may not be available at the time the project is complete, see Staff recommendation below.
SEWER	Anticipated minimal impact according to the Utilities Department. This development would necessitate the installation of a lift station, and the closest manhole is in the Wedgewood subdivision. This also requires a directional bore under the roadway. [5]
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City's de-minimus threshold. A substandard roadway analysis may be required as condition of annexation based upon the anticipated uses. Geiger Road (from Eiland Blvd. to US 301) has been identified as a priority for multi-modal improvements AND roadway resurfacing by the Pasco County Metropolitan Planning Organization (MPO). Staff is coordinating with County Staff and Leadership to ensure the proper improvements are made to the roadway to ensure the health, safety, and well-being for drivers, pedestrians, and bikers along the roadway.
SCHOOL	Three elementary school students, two middle school students, and two high school students for a total of seven students.[6]

[4] Email received June 19, 2023 from Utilities Director John Bostic.
[5] Email received June 19, 2023 from Utilities Director John Bostic.
[6] See attached Pasco County Schools "School Impact Analysis".

E. Comp Plan and LDC Analysis and Verified Applicant Response

Implementation

POLICY

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

a. regulate the subdivision of land;
b. regulate signage;
c. provide for drainage and storm water management;
d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
e. coordinate future land uses with soil 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 well fields by designating appropriate activities and land uses
i. within well-head protection areas and environmentally sensitive land;
j. provision of mixed land use designations….
k. discourage the proliferation of urban sprawl.

The proposed Black Marlin residential project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance. Please note the above-mentioned Impact and Analysis regarding the condition of Geiger Road. Staff is processing applications for approximately 300 housing units (inclusive of application contained herein) across three separate applications. The impacts of the anticipated development shall be reviewed with a global emphasis and communicated as such with Pasco County, the ultimate authority for the roadway (and the FDOT for the intersection of Gall and Geiger (which is on the City's newly approved 'Hot Spots Map'). Staff is currently coordinating with the County for proper (if needed) ROW dedications, studies, and appropriate impact fees.

1. COMPLIANCE ANALYSIS

PROJECT DESCRIPTION

Once Parcel is included within this three-fold application process. Parcel 03-26-21-0010-11700-0020 is located within unincorporated Pasco County, and is proposed for annexation into the City of Zephyrhills ("City").

This three-part concurrent application will provide for annexation into the City, a comprehensive plan amendment, and a rezoning. The subject property is undeveloped and heavily wooded.

PROPOSED DEVELOPMENT

The proposed development requests approval for an approximately 30-31-unit, single-family townhome subdivision. The lots will be generally 20 feet wide. The development, at the time of an SPRC submission, shall be in conformance with provisions found in Section 2.01.03.06.01 – Townhouses and all other applicable sections of the LDC, including the tree preservation section of the LDC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation for Parcel 03-26-21-0010-111700-0020 along with a Comprehensive Plan amendment and a Rezoning application. A pre-application meeting with the City of Zephyrhills was held on July 27, 2022. Planning Staff included Todd Vandeberg. Project was transferred to Principal Planner Rod Corriveau in May of 2023.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

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

A. The residential I 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 home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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 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 located on a parcel that is uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space shall be provided to residents for recreational purposes and gatherings per Section 2.01.03.06.01 – Townhouses.

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 if developed at the 7.5 units per acre under the R-3 zoning designation.

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

Residential Suburban- 2.5 to 7.5 units/gross acre; the project will contain a max. density of 7.5 dwelling units per acre. As previously stated, this would be more in line with the existing development patterns of the area after considerations for roads, stormwater retention, bulk regulations, etc. are considered. The property is within the Basins of Special Concern.

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 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 area being annexed is currently classified as RES-9 by Pasco County. The City's request via the accompanying RS 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.

CONSISTENCY WITH 171.043, F.S.

171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

Subsection 1: The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Parcel 03-26-21-0010-11700-0020 is contiguous to the City of Zephyrhills. The abutting parcel to the east is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 2: Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

> (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
>
> (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
>
> (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

The project will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 3: In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

> (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
>
> (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The project can be serviced without the extension of water and/or sewer lines through a sparsely developed 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. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

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 structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded 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 contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Black Marlin development project. Further research/review and possible mitigation/relocation of any protected fauna species shall be required at the time of site plan review and approval, and 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. Staff encourages the developer to plant additional trees over and above the minimum required rather than payment into the tree mitigation fund. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed.

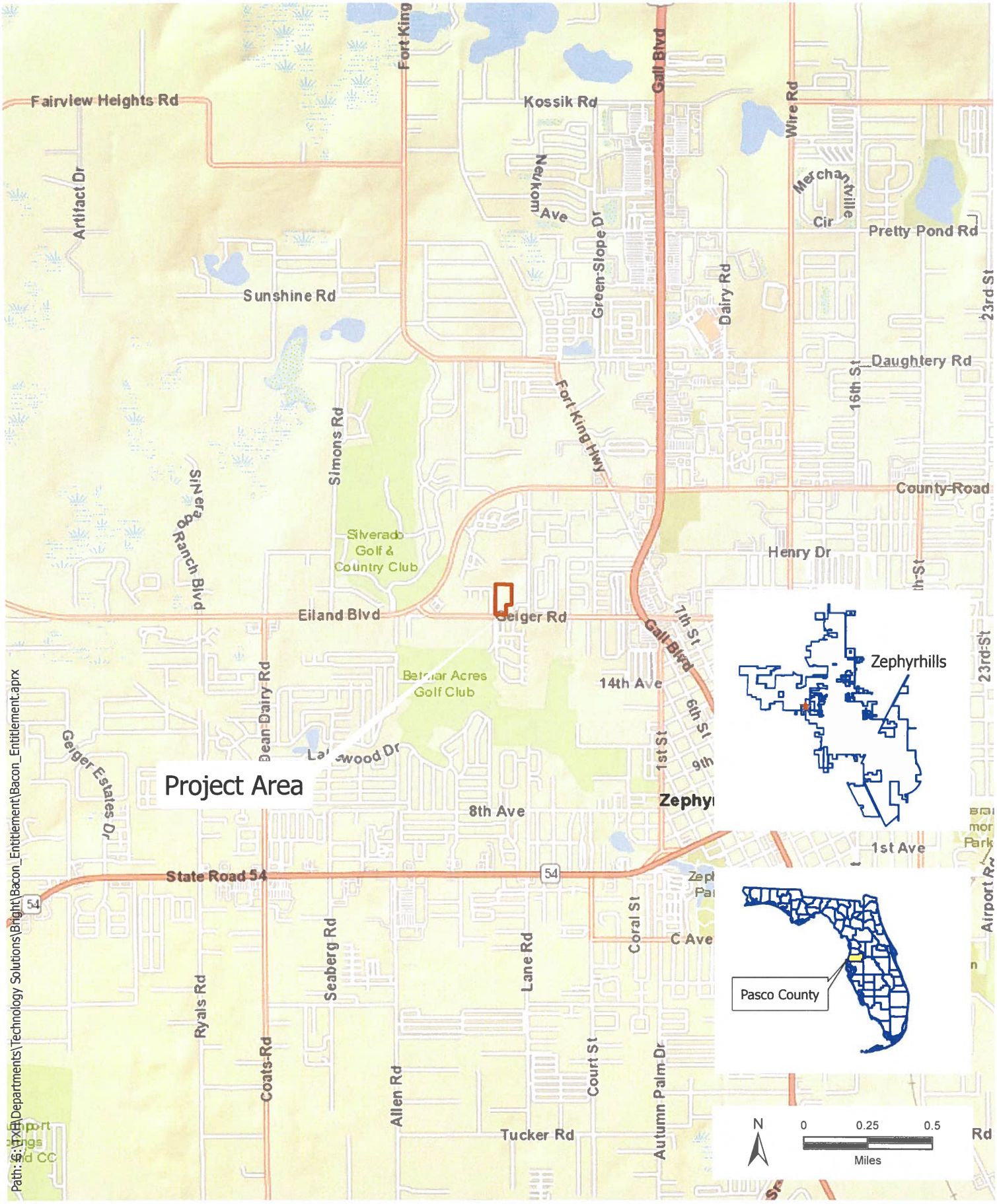
V. RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on May 28, 2024. The SPRC moved the request forward to the Planning Commission.

Planning Commission - The Planning Commission recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on June 18, 2024. The Planning Commission moved the request forward to the City Council for final consideration. Please note it was reviewed at a request for R-4 Zoning, and RU Land Use – it was after this meeting that the applicant requested the petition be amended to the lower density R-3 Zoning and RS Land Use designation.

Staff - Based upon the analysis contained herein, along with supporting documentation and community input at the Planning Commission, Staff recommends approval of this petition for annexation into the City, and recommends a zoning designation of R-3 and FLUMA to RS on the basis of the fact that these designations are reflective of the development patterns in the area and consistent with the density of abutting developments. For conditions of approval, please see DRAFT Ordinance No. 1485-24.

FIGURE ONE - LOCATION MAP



Path: G:\TXT\Departments\Technology Solutions\Bright\Bacon_Entitlement\Bacon_Entitlement.aprx

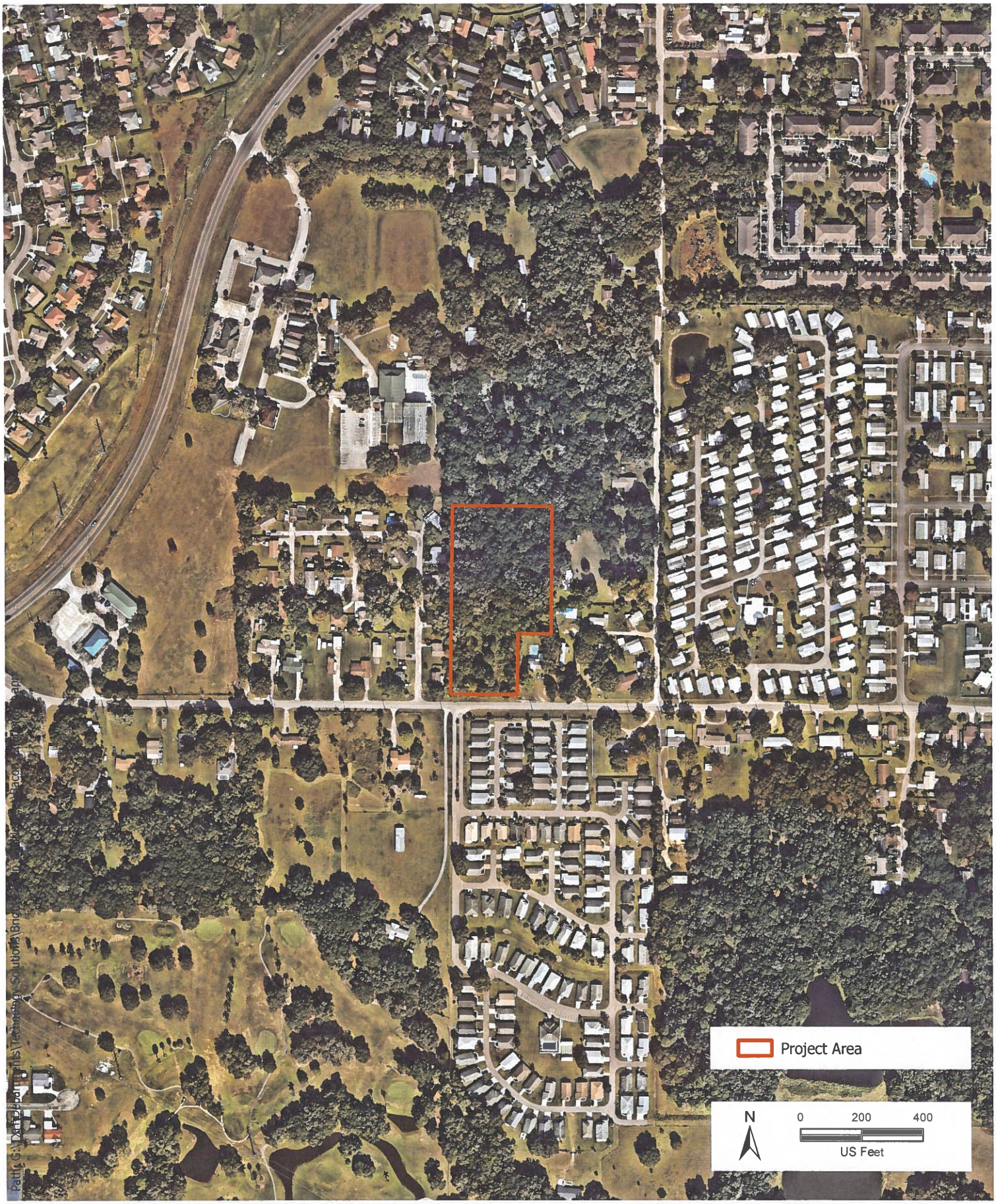
BGE

Bacon Entitlement - Location Map

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

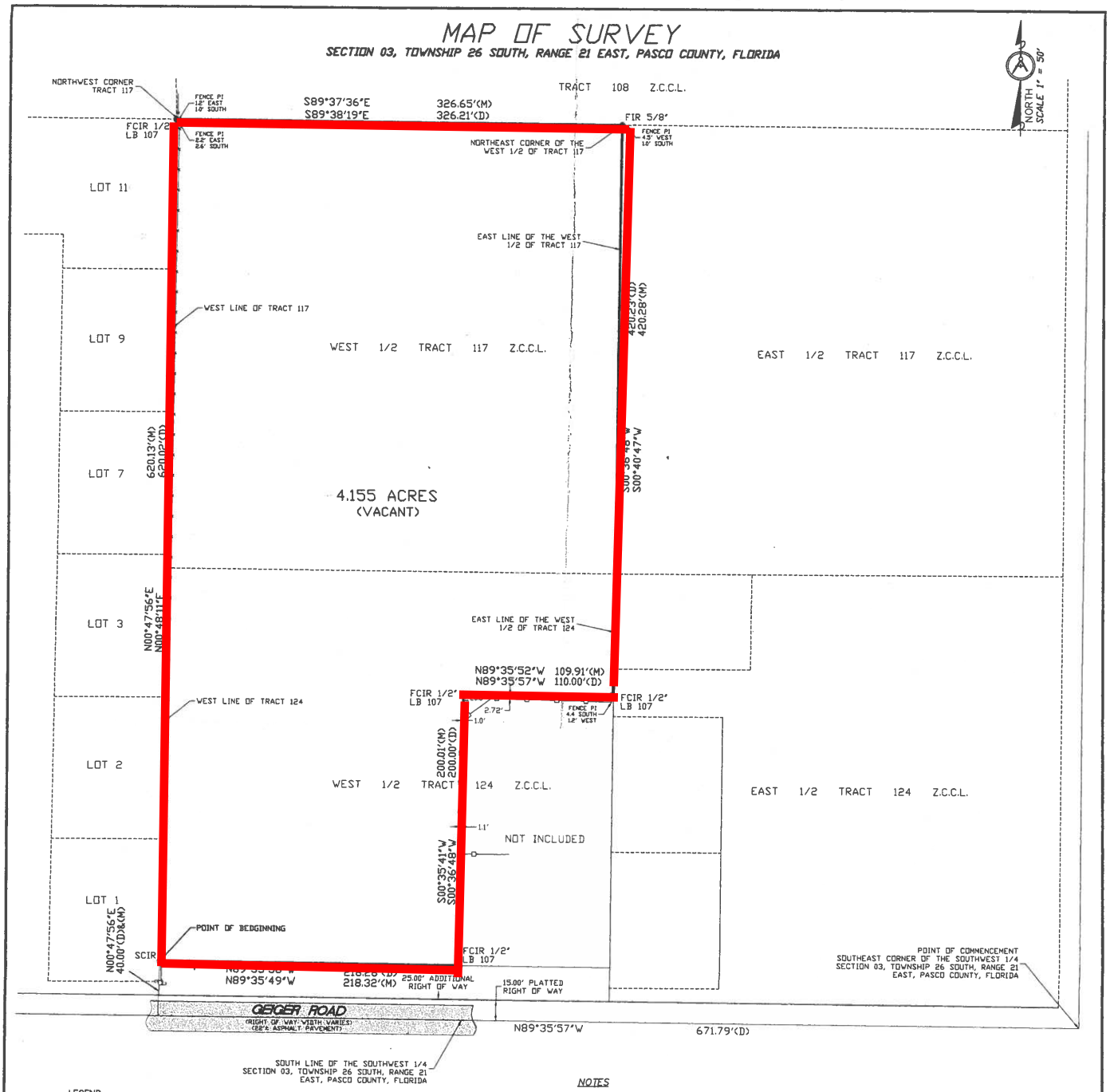
Project No: 9197-00
September 2022
Scale: 1:30,000

FIGURE TWO - AERIAL MAP



BGE	Bacon Entitlement - Aerial	Nearmap Nov 14 2021	BGE, Inc. Tel: 813-848-0901 www.bgeinc.com	Project No: 9197-00
				September 2022
				Scale 1: 4,800

FIGURE THREE - SURVEY



LEGEND

- = ASPHALT
- = WOODEN UTILITY POLE
- = CHAIN LINK FENCE
- = WOODEN FENCE
- = WIRE FENCE
- Z.C.C.L. = ZEPHYHILLS COLONY COMPANY LANDS

CERTIFIED TO:

– Dale O. & Nancy E. Bacon

LEGEND

R	= PROPERTY LINE	FPKN	= FND PK NAIL
ROW	= RIGHT OF WAY	SPKND	= SET PK NAIL & DISK LB 7356
℄	= CENTERLINE	FPKND	= FND PK NAIL & DISK
AC	= AIR CONDITIONER	FPIP	= FND PINCHED IRON PIPE
CO	= CONCRETE SLAB	FCIR	= FND CAPPED IRON ROD
SW	= SIDEWALK	SCIR	= SET CAPPED IRON ROD PSM #6017
(M)	= MEASURED	FIR	= FND IRON ROD
(C)	= CALCULATED	FIP	= FND IRON PIPE
R	= RECORDED	PCP	= PERMANENT CONTROL POINT
(D)	= DEED		
(P)	= PLAT	VG	= VALLEY GUTTER
F	= FIELD	CG	= CURB & GUTTER
FND	= FOUND	REF'D	= REFERENCED
FCM	= FOUND CONC MONUMENT	CNR	= CAP NOT READABLE
		BLDG	= BUILDING
MAS.	= MASONRY	CONC	= CONCRETE
NO FND OR SET	= NO CORNER FND OR SET	COV	= COVERED
		POB	= POINT OF BEGINNING
RES	= RESIDENT	PRM	= PERMANENT REFERENCE MONUMENT
R	= RADIUS		
DE	= DELTA ANGLE	PI	= POINT OF INTERSECTION
A	= ARC LENGTH	BF	= BETWEEN FENCES
L	= CHORD LENGTH	NTS	= NOT TO SCALE
CB	= CHORD BEARING	IN	= ON SUBJECT PROPERTY
CL	= CH LINE	OUT	= OFF SUBJECT PROPERTY
CLF	= CHAIN LINK FENCE		= LIGHT POLE
WF	= WOOD FENCE	CATV	= CABLE TV BOX
OHW	= OVERHEAD WIRES	WM	= WATER METER
CP	= CARPORT	WV	= WATER VALVE
WC	= WITNESS		= WOODEN UTILITY POLE

NOTES

1. A Bearing of N89°35'57"W was assumed along the South line of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida.
2. Legal description written by this surveyor per clients request. Parent Tract Legal obtained from Pasco County Appraisers Office Web site Parcel ID 03-26-21-0010-11700-0020.
3. Fences only located at property corners and may meander across property lines.

DESCRIPTION:

A portion of the West 1/2 of Tracts 117 and 124 of Zephyrhills Colony Company Lands as recorded in Plat Book 2, Page 1, Public Records of Pasco County Florida, lying within the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida; thence North 89°35'57" West 671.79 feet along the South line of said Southwest 1/4 to the prolongation of the West line said Tract 124; thence North 00°47'56" East 40.00 feet along said West line to the North right of way of Geiger Road to the POINT OF BEGINNING; thence continue North 00°47'56" East 620.02 feet to the Northwest corner of said Tract 117; thence South 89°38'19" East 326.21 feet to the Northeast corner of the West 1/2 of said Tract 117; thence South 00°36'48" West 420.23 feet along the East line of the West 1/2 of said Tracts 117 and 124; thence North 89°35'57" West 110.00 feet; thence South 00°36'48" West 200.00 feet to the North right of way line of Geiger Road; thence North 89°35'58" West 218.26 feet to the POINT OF BEGINNING.

TYPE OF SURVEY: BOUNDARY SURVEY

FLOOD ZONE INFORMATION:
SUBJECT PROPERTY SHOWN HEREON LIES IN FIRM ZONE "X"
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 120230 0455 D
MAP REVISED: SEPTEMBER 30, 1992

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. NO ENCROACHMENTS OF RECORD REFLECTING EASEMENTS, SETBACKS, RESTRICTIONS, RIGHTS OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A BOUNDARY SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY

06/18/08

PETER J. LEMAY, PSM #6017

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER." ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

NORTHSTAR SURVEYING AND MAPPING, INC.
LICENSE BUSINESS NUMBER 7356
3443 LEMAY DRIVE
ZEPHYRHILLS, FL 33543
TELEPHONE (813) 779-7183

DRAWN BY	P.J.	FIELD DATE	06/13/08
PARTY CHIEF	P.J.	S-T-R	03-26-21
CHECKED BY	P.J.	JOB NO.	08033

FIGURE FOUR - TRANSPORTATION MAP



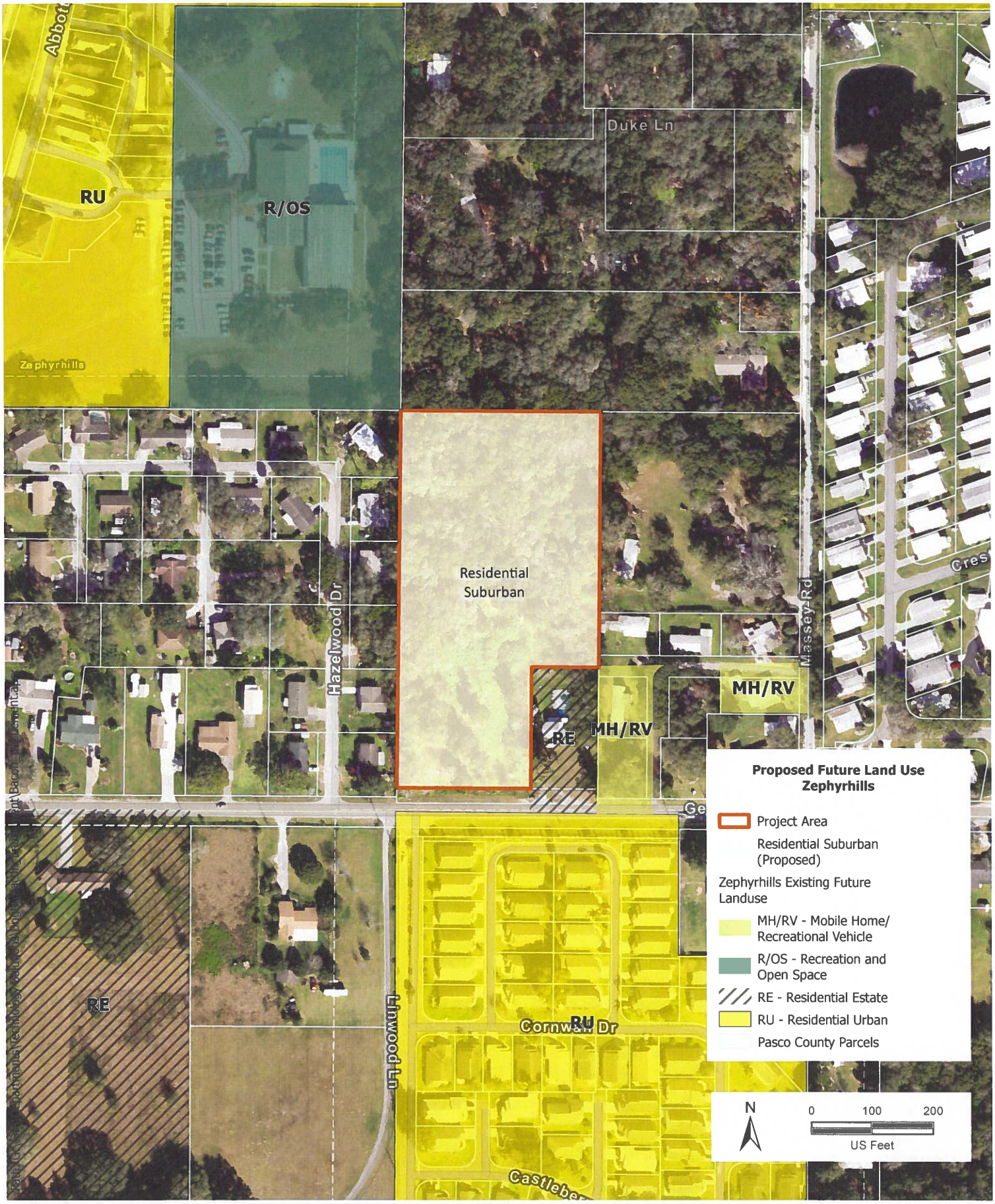
BGE

Bacon Entitlement - Transportation Map

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:24,000

FIGURE FIVE - PROPOSED FLU MAP



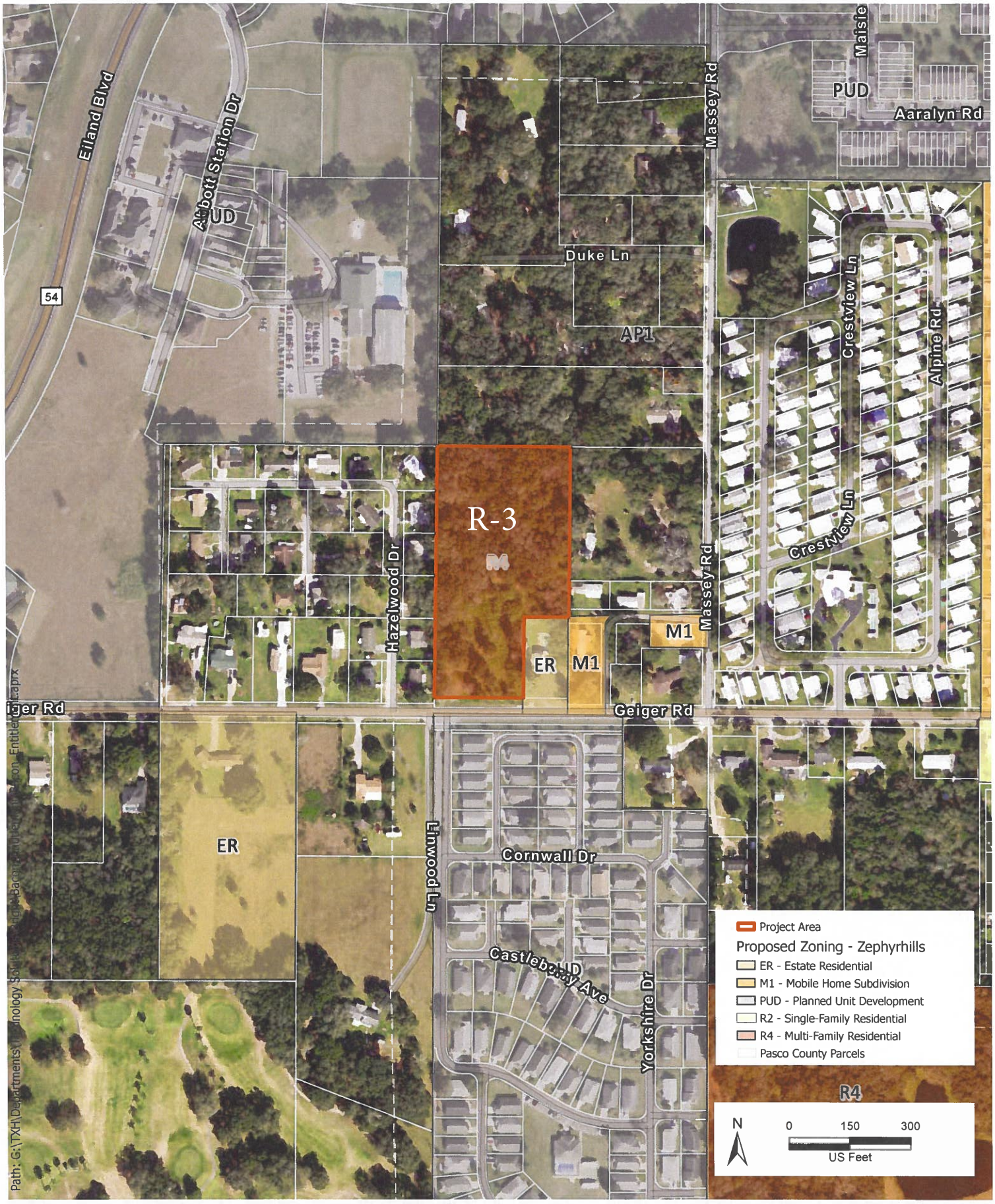
BGE

Bacon Entitlement - Proposed Future Land Use

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400

FIGURE SIX - PROPOSED ZONING MAP



BGE

Bacon Entitlement - Proposed Zoning

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00

September 2022

Scale: 1:3,600

Pasco County Schools

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	Black Marlin Capital	12-Dec-22
Project Location	North side of Geiger Road, 0.55 miles west of U. S. Highway 301	
Parcel ID Numbers	03-26-21-0010-11700-0020 (4.13 acres)	
Property Owner/Developer	Black Marlin Capital	
Applicant	Leonard H. Johnson	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elementary School	Middle School	High School	Elementary School	Middle School	High School	Totals
Single Family Detached	0	0.18	0.095	0.123	0	0	0	0
Single Family Attached	36	0.077	0.037	0.047	3	2	2	7
Multi-Family	0	0.115	0.052	0.068	0	0	0	0
Mobile Home	0	0.12	0.055	0.071	0	0	0	0
Totals	36				3	2	2	7

School Impacts* School	School Capacity	2022-23 Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
West Zephyrhills Elementary	740	567	77%	570	77%
Raymond B. Stewart Middle	1,107	995	90%	997	90%
Zephyrhills High School	1,930	1,660	86%	1,662	86%

*School attendance boundaries are subject to change and could affect schools listed above.

EMAILS FROM PASCO COUNTY REGARDING GEIGER ROAD

From: Panos Kontses
To: Todd Vandeberg
Cc: Tania Gorman; Tina Russo; Rodney Corriveau, AICP; William Poe; Nick Uhren; Tracy A. Overturf; Venkat Vattikuti; Christopher Hanning
Subject: RE: CIP Project Map/Geiger Road
Date: Friday, June 7, 2024 10:40:01 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image008.png
image009.png
image010.png
image011.png
image012.png

EXTERNAL EMAIL

Hi Todd,
I just heard today from Tina (MPO). MPO is working with FDOT, our Public Works, and Traffic Ops to move forward the following projects for Geiger Rd:

- MPO is working with our Public works and FDOT for installing a safety edge and the resurfacing/reclamation of the road.
- MPO and FDOT are working with our Traffic Ops and Public Works on installing lane markings, RPMS, and feedback signs.

These projects are independent to the sidewalk project.
Have a great day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, June 7, 2024 8:57 AM
To: Panos Kontses <pkontses@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>
Subject: RE: CIP Project Map/Geiger Road

Pantos,

Thank you for your email. Form earlier emails we were hoping that we were working towards trying to get this project funded this coming year. We also had two development projects that we had discussed moving forward based on this information. The condition of this road is in very poor

condition so just wanted to confirm if there is any possibility of this project being able to move forward at a quicker timeline? Thanks,

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Panos Kontses <pkontses@pascocountyfl.net>
Sent: Thursday, June 6, 2024 2:48 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Subject: RE: CIP Project Map/Geiger Road

EXTERNAL EMAIL

Hi Todd,
Our 2025-2029 CIP shows the Geiger Road sidewalk funded for Design in FY 2027 and Construction in FY 2028.
Let me know if you have any other questions.
Have a great rest of the day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Thursday, June 6, 2024 1:49 PM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Panos Kontses <pkontses@pascocountyfl.net>
Subject: RE: CIP Project Map/Geiger Road

Tina.

In reviewing the CIP map is it correct that Geiger Rd will not be done this coming year and pushed to 2028?

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, June 6, 2024 10:31 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Panos Kontses <pkontses@pascocountyfl.net>
Subject: CIP Project Map/Geiger Road

EXTERNAL EMAIL

Todd,
Based on some of our conversation this morning.
Please see what TED has for Geiger Road in the CIP.
Any coordination for sidewalk/MU path along Geiger will have to done with the Pasco County Transportation Engineering Department (TED).

Tina A. Russo, LCI #395
Active Transportation Planner,
Metropolitan Planning Organization
Planning and Development Department
Pasco County
P 727-847-8140 Ext. 8341
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654
trusso@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

Pasco County Social Media:

From:	Panos Kontses
To:	Todd Vandeberg
Cc:	Tania Gorman; Tina Russo; Rodney Corriveau, AICP; William Poe; Nick Uhren; Tracy A. Overturf; Venkat Vattikuti; Christopher Hanning
Subject:	RE: CIP Project Map/Geiger Road
Date:	Friday, June 7, 2024 10:40:01 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image008.png image009.png image010.png image011.png image012.png

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EXTERNAL EMAIL

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- MPO and FDOT are working with our Traffic Ops and Public Works on installing lane markings, RPMS, and feedback signs.

These projects are independent to the sidewalk project.
Have a great day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, June 7, 2024 8:57 AM
To: Panos Kontses <pkontses@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>
Subject: RE: CIP Project Map/Geiger Road

Pantos,

Thank you for your email. Form earlier emails we were hoping that we were working towards trying to get this project funded this coming year. We also had two development projects that we had discussed moving forward based on this information. The condition of this road is in very poor

https://www.pascocountyfl.net/323/MPOTransportation-Planning

Sign up for Pasco County updates

The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CUSA18A7

https://www.pascocountyfl.net/323/MPOTransportation-Planning

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CUSA18A7

From:	Todd Vandeberg
To:	Christopher Hanning; Tina Russo; Shepherd, Melissa; Jeffrey M. Moncalian; Amy D. Davis; Venkat Vattikuti; Jeffrey M. Moncalian; Rodney Corriveau, AICP; Melonie Bahr Monson; William Poe
Cc:	Ainsley Caldwell; Tania Gorman; Elliot E. Shoberg
Subject:	RE: Geiger Rd
Date:	Thursday, May 23, 2024 8:20:08 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image008.png image009.png image010.png image011.png image012.png

Thanks Chris!

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, May 22, 2024 3:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>; Venkat Vattikuti <vvattikuti@pascocountyfl.net>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Good afternoon Team,

Unfortunately, it is very difficult to nail time a timeline right now. Our general plan is to rehab the major roads (including Geiger) as soon as we can at the start of the fiscal year (October 1). However, it is very dependent on the contractor's schedule. All I can really say right now is it will be sooner in the new fiscal year rather than later.

Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment.

I know things are up in the air right now regarding details of the project, but we are working to get them settled.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, May 21, 2024 10:02 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>; Venkat Vattikuti <vvattikuti@pascocountyfl.net>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Chris can you help with this question from Todd Vandeberg.

Good morning. We have two petitions that we are processing for future multi-family development on Geiger Rd. Can you please provide a synopsis outlining what the County is in agreement to do and an approximate time table that we can use moving forward with our meetings? Thanks!

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, May 10, 2024 2:30 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good afternoon Tina and the Team,

Please pardon the delay in responding.

I need to get my “ducks in a row” and speak with my Manager about this before I can give a better answer. Unfortunately, he was on vacation this week. I will talk with him and get back to the group early next week.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Wednesday, May 1, 2024 9:41 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Geiger Road champions.
What is needed to move forward with the County and FDOT submit HSIP applications? The county public works need to have a contract with FDOT? The county traffic ops already submits HSIP request and applications.
I will be reaching out to FDOT again about the reimbursement and or the funding needed for the materials needed for the safety edge.
Time is very important for this safety edge and other counter measures that will be installed with the reclamation of the road, taking advantage of the FDOT HSIP program.
Chris and Ainsley how can I assist to move this project forward.

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Thursday, April 18, 2024 2:17 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Tina,

Unfortunately, my Tuesday afternoon got booked. If Wednesday is no good for the MPO team, I have Thursday open too. Sorry about that…

Thanks,

Chris Hanning, P.E.

Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, April 18, 2024 8:58 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Chris,
This is great to hear about the safety edge and would greatly appreciate a teams meeting to discuss some options. Tuesday afternoon at 1 or 2 works best for the MPO team.

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, April 17, 2024 11:06 AM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,

Please excuse the delay in my reply.

We are talking with our paving contractor now about their ability to accommodate use of the safety edge. I will let you know as soon as we get a response from them.

I would like to meet with the team (Pasco PW, the MPO, and the City of Zephyrhills) to discuss details and expectations of this project. Would next Tuesday or Wednesday afternoon work for an MS Teams meeting? Please let me know your availability.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, April 11, 2024 4:01 PM
To: Shepherd, Melissa <MShepherd@jmt.com>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Mr. Hanning;
Would the county be interested in submitting an application for some counter measures for the Geiger Rd project. FDOT is willing to help.

From: Shepherd, Melissa <MShepherd@jmt.com>
Sent: Monday, April 8, 2024 8:51 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tina Russo <trusso@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Zinn, Michael <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Morning everyone,

Geiger Road is a County road, so the County would need to submit the HSIP application. We are able to assist the County through the application process.
Please let us know – we are available to assist.

Thank you,
Melissa

Johnson, Mirmiran & Thompson, Inc.
An Employee Owned Company

Melissa Shepherd
Associate
Senior Pursuit Coordinator

P. 813-868-6181
F. 813-314-0345

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Thank You.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, April 5, 2024 12:46 PM
To: Tina Russo <trusso@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>;

Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Zinn, Michael <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: [EXTERNAL] RE: Geiger Rd

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Tina,

Thanks again to you and all of the County folks for your continuing support of this project for Geiger Rd! Please advise if the County or the City needs to complete the HSIP application and any additional assistance that we can provide.

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, April 5, 2024 8:58 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Geiger Project Team;
This is my thought based on the draft RSA and working with D7 Safety Team.
First item, the FDR of the roadway itself by the county is a big win.
I would like for the county to use HSIP application for some of the counter measures that were recommended in the draft RSA when the FDT done. . These would include speed feed back signs (permanent), RPMs, safety edge, pavement markings. My concern is with the FDR of the roadway the speed issue may increase.

The survey is needed for the sidewalk location and possible mid block crossings and other recommendations in the draft RSA. The survey is needed for the design of those counter measures for cost and location. This can be performed after the FDR of the roadway. But HSIP is needed for the roadway FDR safety improvements.

I think there is several counter measures that can be initiated with the FDR of the roadway, and is needed due to the speed issue on Geiger already, and most likely will increase with a new road.

Below is the link to the application for HSIP.

https://forms.office.com/pages/responsepage.aspx?id=Xd4h25y8DEKPP48I-Fta2l6xbpk_ytROlxkPww9zqiJUNUgyWDVQTlM5QlMyVktaWDNWSkk5WjhOQi4u&web=1&wdLOR=c4860F983-F066-46F6-B4B7-3AB94F8530DE

Hope this helps,

Tina A. Russo, LCI #395
Active Transportation Planner,
Metropolitan Planning Organization
Planning and Development Department
Pasco County
P 727-847-8140 Ext. 8341
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654
trusso@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

Pasco County Social Media:

https://www.pascocountyfl.net/323/MPOTransportation-Planning
Sign up for Pasco County updates

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Thursday, April 4, 2024 3:47 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>;

Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Thanks County folks – I know we are on a tight time table to get a survey done. Please advise and interested in reviewing the survey for future sidewalk location.

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
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FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tania Gorman <tgorman@pascocountyfl.net>
Sent: Thursday, March 28, 2024 12:41 PM
To: Tina Russo <trusso@pascocountyfl.net>; Christopher Hanning <channing@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: Re: Geiger Rd

EXTERNAL EMAIL

Tina,

I believe a survey/design needs to take place before the safety funds can be used correct?

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, March 28, 2024 11:49 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Christopher,
We are exploring safety improvements for Geiger Rd.
With the FDR of this roadway can a safety edge be added to the project if we can get FDOT to provide some assistance with equipment?

From: Christopher Hanning <channing@pascocountyfl.net>

Sent: Thursday, March 28, 2024 10:56 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Tina Russo <trusso@pascocountyfl.net>; Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning,

Please pardon the delay with my response.

Currently we have a Full Depth Reclamation (FDR) planned for Geiger Road between Eiland Blvd and North Ave in FY25 (Oct 2024 – Sept 2025).

Since we are a maintenance department, we generally do not widen or shift the roadway alignment when performing pavement treatments like mill & resurface or FDR. However, we may be able to accommodate a small amount of extra work on Geiger, but our contractor will require engineered plans showing new cross sections, alignments, and profiles. Our Pavement Management Team will also need some more details to ensure our contractor has the capabilities and resources to do the widening or realignment. Unfortunately, we do not have any funding or the available in-house resources to prepare plans and obtain a SWFWMD exemption or permit for any new alignments that may be proposed. In addition, the only sidewalk work we perform is replacing existing segments that need repair.

Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Sent: Wednesday, March 27, 2024 11:32 AM
To: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>; William Poe <WPoe@ci.zephyrhills.fl.us<mailto:WPoe@ci.zephyrhills.fl.us>>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us<mailto:sleblanc@ci.zephyrhills.fl.us>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>; Ainsley Caldwell <acaldwell@pascocountyfl.net<mailto:acaldwell@pascocountyfl.net>>; Christopher Hanning <channing@pascocountyfl.net<mailto:channing@pascocountyfl.net>>
Subject: RE: Geiger Rd

Thanks Tania. Look forward to a discussion with Mr. Hanning and will copy our Public Works Director and City Manager.

[B69B5588]<https://www.ci.zephyrhills.fl.us/>
Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street

Zephyrhills, FL, 33542
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FAX: 813-780-0005
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From: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>
Sent: Tuesday, March 26, 2024 3:26 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>; Ainsley Caldwell <acaldwell@pascocountyfl.net<mailto:acaldwell@pascocountyfl.net>>; Christopher Hanning <channing@pascocountyfl.net<mailto:channing@pascocountyfl.net>>
Subject: Re: Geiger Rd

EXTERNAL EMAIL

Hello Todd,

For confirmation of the reclamation/rebuild project on Geiger Rd. In FY 25, I've cc Christopher Hanning with Public Works.

Clay,

Will be able to address the engineering requests/concerns (shifting the road) you broached below.

Please let us know at your earliest convenience of next steps!

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Sent: Tuesday, March 26, 2024 1:47 PM
To: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>
Subject: Geiger Rd

Tania / Tina,

I wanted to thank you both with your time / effort on investigating "next steps" for Geiger Rd. I talked with the City Manager and Lance Smith and provided an overview and they asked if I could get in writing a summary from the County on where we are at prior to moving forward with the petitions for development on Geiger. My understanding is that we are looking for a reclamation / rebuilding of Geiger Rd and that it looks like it could potentially be scheduled for next fiscal year. I also want to have the discussion with the developer to see if we can get him to assist in the design / engineering of a sidewalk / trail on Geiger from 301 to Eiland Blvd.
I just wanted to make I was correct following our discussions. Lance also asked if the road would have any possibility of being able to be shifted (even a couple feet) to enable a little more space for sidewalk / trail. I did bring up the comments from Tania with concerns discussed about making sure

we are able to line up Geiger with North Avenue. We just wanted to give ourselves any additional space for building this important pedestrian “leg” but we understand if engineering says we can’t shift it. Thanks!

[B69B5588]<https://www.ci.zephyrhills.fl.us/<https://www.ci.zephyrhills.fl.us/>>
Todd Vandeberg
Planning Director
City of Zephyrhills
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CUSA18A7

From: Todd Vandeberg
To: "Christopher Hanning"; Tina Russo
Cc: Tania Gorman; Amy D. Davis; William Poe; Rodney Corriveau, AICP
Subject: RE: Geiger Rd
Date: Friday, July 12, 2024 4:15:03 PM

Thanks Chris for the follow-up email below. Appreciate it!

image

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
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FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, July 12, 2024 4:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Todd,

The information I shared with Tina yesterday is about as up-to-date as I have.

We plan on installing the safety edge with our rehab project. The only thing I really cannot tell you is exactly when the road will be rehabbed. The new Pasco County MSTU was just passed by the BCC, but the exact millage rate has not yet been determined and probably won't be until September and this may affect the timing of the project. However, our (Public Works) plan is to tackle our Major roads, including Geiger, as soon as we get funding and the "ok" to proceed, which would probably be around mid to late October. We hope to have the Majors completed by the end of the calendar year, but there are a lot of variables in play. I will do my best to keep you and the rest of the team informed as we get closer to our new fiscal year and scheduling becomes more solid.

Thanks,

Chris Hanning, P.E.

Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, July 12, 2024 3:55 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: FW: Geiger Rd

Todd,
This came from Christopher this past week, hope this helps.
Pasco MPO is currently working on some ROW survey for Geiger and Wire Road for the next step needed to move forward with sidewalk projects.
Just a reminder the ROW survey is more about feasibility of the sidewalk and location.
Geiger will need other counter measures before the sidewalk and soon as possible after the paving. Example, stripping and signage.
Great news on the safety edge being added, so exciting and grateful for Public Works supporting this project!
Tina

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,

Please pardon the delay in communicating with you and your team. And thank you for "poking" me to make sure I'm still around…

I was finally able to speak with my Engineering Manager to discuss reaching out to FDOT for possible safety money for use of the safety edge. After giving him the added cost of asphalt for the safety edge and the additional width for the road base, we decided that Public Works will fund the paving of Geiger Road with the safety edge through our paving program. We feel the very low additional cost for this enhancement is not worth the additional effort, time, and paperwork that would be necessary for FDOT.

As I stated earlier, we have the "verbal" from our paving contractor to use the safety edge (they have the necessary attachment), we just haven't gotten anything in writing yet. I feel confident that this will not be an issue, but just wanted to make you aware. As soon as we get written confirmation

and our funding in place for FY25, then we can get Geiger Road scheduled!

Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, July 9, 2024 2:09 PM
To: Christopher Hanning <channing@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: FW: Geiger Rd

Chris,
How are we doing with the Geiger Rd, reclamation and safety edge. MPO is working with traffic operations and the city on several safety measures for this road. The road reclamation and safety edge is the first priority. Can you provide an update please, thanks.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Tuesday, July 9, 2024 1:49 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Cc: William Poe <WPoe@ci.zephyrhills.fl.us>; mmaggard@shumaker.com; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Subject: Geiger Rd

Good afternoon, Tania and Tina. Last night at our City Council meeting the Planning Department presented reports on two development projects on Geiger Rd. I informed the Council that our latest communication with the County indicated a goal of trying to get started with construction of Geiger Rd at the beginning of next year. The Council has agreed to proceed with the ordinances on these two projects and upcoming two public hearings, but asked if I would reach out and see if there is a way to formalize / confirm that the project and timetable is confirmed / budgeted. Thanks,

image

Todd Vandeberg
Planning Director
City of Zephyrhills
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Zephyrhills, FL, 33542
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CUSA18A7

From: Todd Vandeberg
To: "Christopher Hanning"; Tina Russo
Cc: Tania Gorman; Amy D. Davis; William Poe; Rodney Corriveau, AICP
Subject: RE: Geiger Rd
Date: Friday, July 12, 2024 4:15:03 PM

Thanks Chris for the follow-up email below. Appreciate it!



Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, July 12, 2024 4:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Todd,

The information I shared with Tina yesterday is about as up-to-date as I have.

We plan on installing the safety edge with our rehab project. The only thing I really cannot tell you is exactly when the road will be rehabbed. The new Pasco County MSTU was just passed by the BCC, but the exact millage rate has not yet been determined and probably won't be until September and this may affect the timing of the project. However, our (Public Works) plan is to tackle our Major roads, including Geiger, as soon as we get funding and the "ok" to proceed, which would probably be around mid to late October. We hope to have the Majors completed by the end of the calendar year, but there are a lot of variables in play. I will do my best to keep you and the rest of the team informed as we get closer to our new fiscal year and scheduling becomes more solid.

Thanks,

Chris Hanning, P.E.

Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, July 12, 2024 3:55 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: FW: Geiger Rd

Todd,
This came from Christopher this past week, hope this helps.
Pasco MPO is currently working on some ROW survey for Geiger and Wire Road for the next step needed to move forward with sidewalk projects.
Just a reminder the ROW survey is more about feasibility of the sidewalk and location.
Geiger will need other counter measures before the sidewalk and soon as possible after the paving. Example, stripping and signage.
Great news on the safety edge being added, so exciting and grateful for Public Works supporting this project!
Tina

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,

Please pardon the delay in communicating with you and your team. And thank you for "poking" me to make sure I'm still around…

I was finally able to speak with my Engineering Manager to discuss reaching out to FDOT for possible safety money for use of the safety edge. After giving him the added cost of asphalt for the safety edge and the additional width for the road base, we decided that Public Works will fund the paving of Geiger Road with the safety edge through our paving program. We feel the very low additional cost for this enhancement is not worth the additional effort, time, and paperwork that would be necessary for FDOT.

As I stated earlier, we have the "verbal" from our paving contractor to use the safety edge (they have the necessary attachment), we just haven't gotten anything in writing yet. I feel confident that this will not be an issue, but just wanted to make you aware. As soon as we get written confirmation

and our funding in place for FY25, then we can get Geiger Road scheduled!

Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, July 9, 2024 2:09 PM
To: Christopher Hanning <channing@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: FW: Geiger Rd

Chris,
How are we doing with the Geiger Rd, reclamation and safety edge. MPO is working with traffic operations and the city on several safety measures for this road. The road reclamation and safety edge is the first priority. Can you provide an update please, thanks.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Tuesday, July 9, 2024 1:49 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Cc: William Poe <WPoe@ci.zephyrhills.fl.us>; mmaggard@shumaker.com; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Subject: Geiger Rd

Good afternoon, Tania and Tina. Last night at our City Council meeting the Planning Department presented reports on two development projects on Geiger Rd. I informed the Council that our latest communication with the County indicated a goal of trying to get started with construction of Geiger Rd at the beginning of next year. The Council has agreed to proceed with the ordinances on these two projects and upcoming two public hearings, but asked if I would reach out and see if there is a way to formalize / confirm that the project and timetable is confirmed / budgeted. Thanks,

image

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3505
FAX: 813-780-0005
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CUSA18A7

City Council Meeting
August 12, 2024

Action Item

BUSINESS ITEMS/PUBLIC HEARING 2.5

Black Marlin Future Land Use Map Amendment and Rezoning
Second Reading **ORDINANCE NO. 1486-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM R-1 MH (PASCO COUNTY) TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY RMH TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.155 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 03-26-21-0010-11700-0020, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing
B. Council President closes the Public Hearing
C. City Council considers Ordinance No. 1486-24 on the Second Reading

Issue:
Annexation of 4.155 acres (located off Geiger Road across from Wedgwood Manor), and an assignment of R-3 (Medium Density) zoning designation and future land use of RS (Residential Suburban) for a proposed approximately 30-31 unit single-family attached townhome community.

Background:
Staff is coordinating with the County for improvements to Geiger Road. *Please see analysis and policy review for further discussion on this and other important information.*

Attachment(s):
1. Ordinance 1486-24 Black Marlin Rezoning and FLUMA
2. ANX 16-22 Staff Report for Black Marlin Townhomes July 22 2024_1
3. ANX 16-22 Attachments for Black Marlin Annexation Rezone FLUMA July 22 2024_1
4. ANX 16-22 Update on Geiger Road from Pasco County

Fiscal Impact:
Vacant and unimproved land is proposed to be developed as single family attached residential dwellings, thus increasing the amount of tax generated for the entirety of the property.

Staff Recommendation:
Approval with conditions

ORDINANCE NO. 1486-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND USE MAP CHANGING FROM R-1 MH (PASCO COUNTY) TO RS (RESIDENTIAL SUBURBAN) AND THE ZONING DESIGNATION FROM PASCO COUNTY RMH TO CITY R-3 (MEDIUM DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.155 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 03-26-21-0010-11700-0020, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the landowners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

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

WHEREAS, the Zephyrhills Planning Commission, on June 18, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to §163.3174, Florida Statutes, and recommended approval to the City Council; and

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

WHEREAS, the City Council has determined that R-3 (Medium Density Residential) zoning designation classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the RS (Residential Suburban) future land use map classification would be appropriate, would promote the general welfare of the City, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the Amendment to the City's Comprehensive Plan changing the zoning designation classification and the Future Land Use Map amendment for the subject property.

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

Section 1. Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 and 166, Florida Statutes, and under the home rule powers of the City.

Section 3. Rezoning and Future Land Use Map Amendment.

The following described lands, lying and being situated in Pasco County and being annex into the boundaries of the City of Zephyrhills, Florida by Ordinance No.: 1485-, to wit:

Parcel/Tax I.D. Number: 03-26-21-0010-11700-0020

Physical Address: N/A

Legal Description: A portion of the West 1/2 of Tracts 117 and 124 of Zephyrhills Colony Company Lands as recorded in Plat Book 2, Page 1, Public Records of Pasco County Florida, lying within the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida; thence North 89'35'57" West 671.79 feet along the South line of said Southwest 1/4 to the prolongation of the West line said Tract 124; thence North 00'47'56" East 40.00 feet along said West line to the North right of way of Geiger Road to the POINT OF BEGINNING; thence continue North 00'47'56" East 620.02 feet to the Northwest corner of said Tract 117; thence South 89'38'19" East 326.21 feet to the Northeast corner of the West 1/2 of said Tract 117; thence South 00'36'48" West 420.23 feet along the East line of the West 1/2 of said Tracts 117 and 124; thence North 89’35'57" West 110.00 feet; thence South 00'36'48" West 200.00 feet to the North right of way line of Geiger Road; thence North 89"35'58" West 218.26 feet to the POINT OF BEGINNING.

Acreage: 4.155 Acres, MORE OR LESS.

shall now have a zoning designation of R-3 (Medium Density Residential) and the future land use map classification is hereby amended to RS (Residential Suburban).

Section 4. Repealer.

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

Section 5. Conflict Severability.

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

Section 6. Effective Date.

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

The foregoing Ordinance No. 1486-24 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 22nd day of July 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1486-24 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 12th day of August 2024.

Attest: _____ _____
Ricardo Quiñones, Deputy City Clerk Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1486-24 was approved by me on this 12th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

_____
Matthew E. Maggard, Esq.
City Attorney

Staff Report
Memorandum

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Principal Planner
RE: ANX 16-22 – Black Marlin Capital LLC Annexation, Land Use Map Amendment, and Rezoning
Date: July 22, 2024

I. BACKGROUND & INFORMATION

A. **History | Application Summary**
This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Leonard H. Johnson of Johnson, Pope, Bokor, Ruppel & Burns, LLP

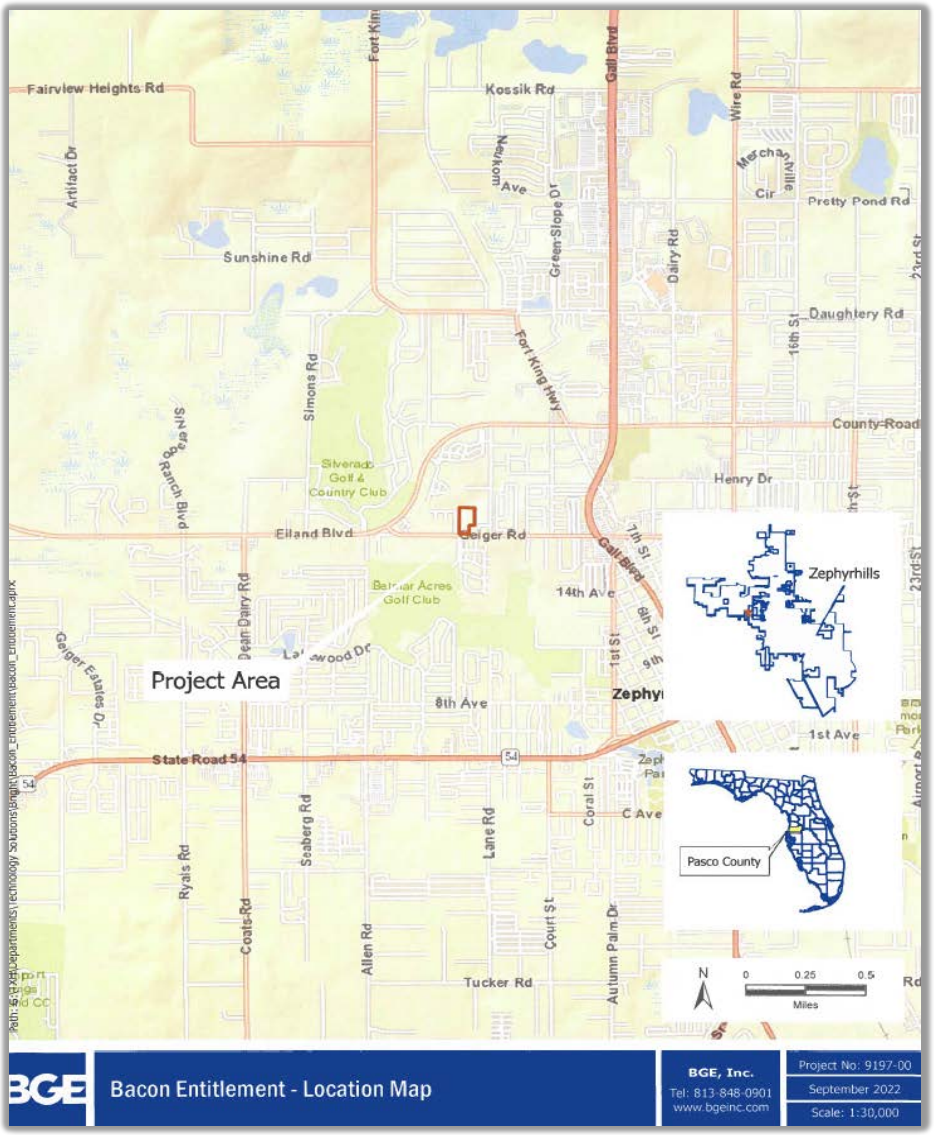


Figure 1 – Location Map *Courtesy of BGE, Inc.*

on behalf of the property owner, Black Marlin Capital LLC. The subject site is 4.155 acres more or less (mol) and located on Geiger Road immediately north of the Wedgewood Manor subdivision or approximately 1,500 feet from the Eiland Blvd./Geiger Road intersection. See Figure 1 – Location Map and Figure 2 – Aerial Map.[1]

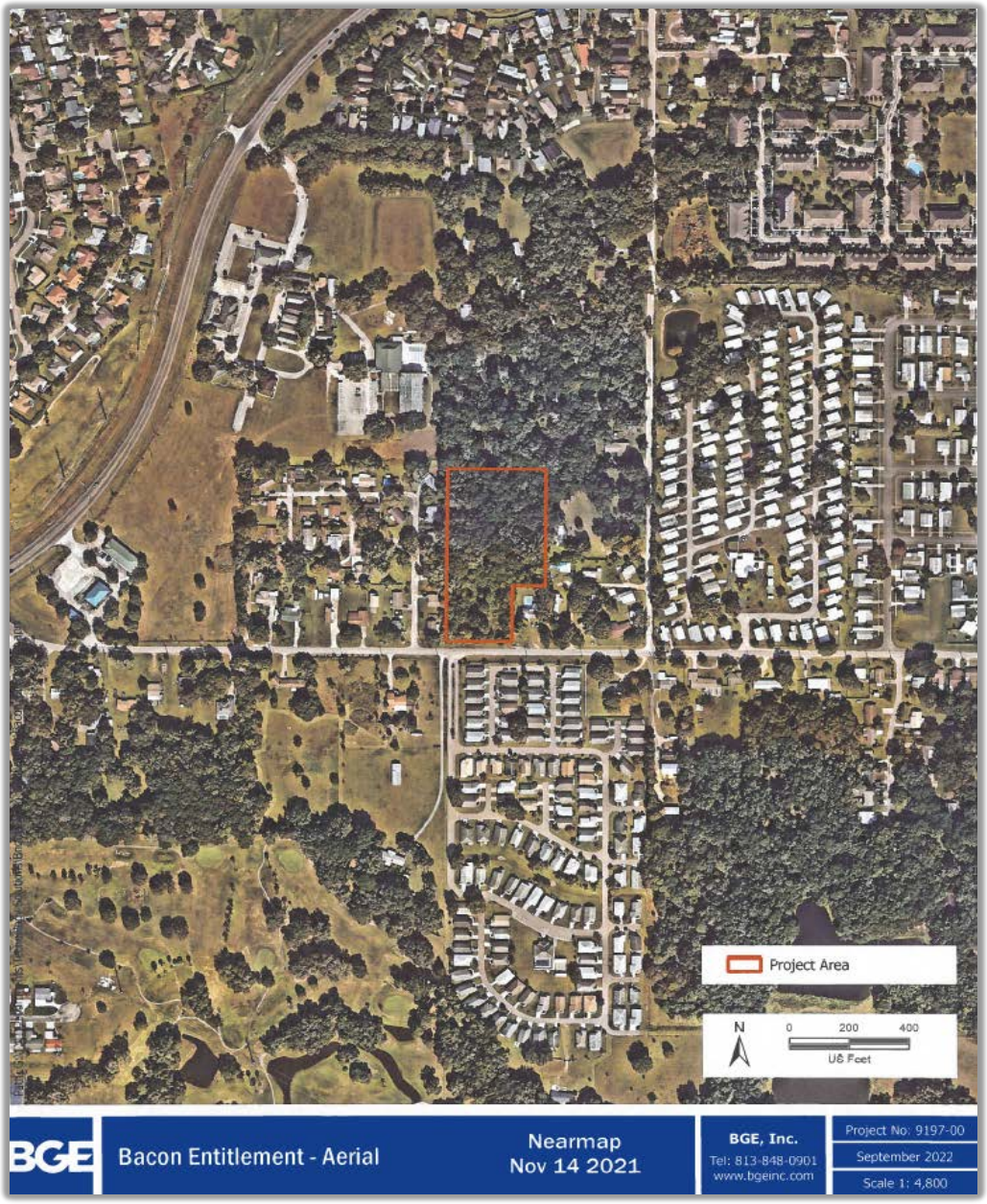


Figure 2 – Aerial Map *Courtesy of BGE, Inc.*

[1] 'Figures' contained herein are attached in original format as presented to the City, please see "attachments".

Please note: After careful consideration of the adjacent neighbors and concerned residents in attendance at the Planning Commission on June 18, 2024, at the request of the applicant, Staff re-evaluated the analysis and original petition for a zoning designation of R-4 and a future land use designation of RU (residential urban), and the density of the abutting residential development. After the request and re-review, Staff agrees and finds that the zoning designation of R-3, Medium Density Residential and RS, Residential Suburban for the Future Land Use appropriate and reflective of the adjacent land use development patterns. Further elaboration is contained herein.

Additionally, the Planning Department has coordinated with several residents regarding general questions on the proposed use - including affordable housing, water usage, the density, and the condition of Geiger Road. This project is not proposed as an "affordable housing project", and according to the Utilities Department, the City has sufficient water under the existing WUP (Water Use Permit) to service the development. This application was presented to the City prior to the ongoing moratorium on development in place since June of 2023, and was factored into the requested consumptive use increase WUP with the SWFWMD (Southwest Florida Water Management District) as such. Per the JPA (Joint Planning Area) agreement, the City has coordinated with the County, and it has no objections or comments[2]; but Staff is further coordinating with the County for improvements to Geiger Road. Staff has received assurances from the County that improvements are planned and in-process for the next fiscal year 2025. *Please see analysis and policy review for further discussion.*

Finally, the intersection of US 301 and Geiger Rd. is on the newly approved 'Hot Spot' Map. The City is in the process of evaluating the intersections and budgeting/coordinating with the appropriate agencies for improvements to those areas.

Site Information

Applicant | Owner:	Black Marlin Capital LLC
Location:	North side of Geiger Road 1,500 feet east of Eiland Blvd.
Parcel ID Number(s):	03-26-21-0010-11700-0020
Acreage:	4.155 Acres
Existing Land Use:	Vacant
Existing Future Land Use:	County RES-9
Proposed Future Land Use:	RS (Residential Suburban)
Existing Zoning:	County R-1MH and RMH
Proposed Zoning:	R-3 (Med. Density Residential – up to 7.5 DU per acre - single family attached)
Potential DU	Approximately 30-31

[2] According to Jeffrey R. Jenkins, MPA, AICP in a letter dated February 8th, 2023 to Todd Vandeberg.

II. Detailed Project Description:

This application identifies Parcel ID Number 03-26-21-0010-11700-0020 and does not have an assigned address with the Pasco County property appraiser. There is only one (1) Parcel ID Number subject to review with this application.

As previously discussed, the subject property is generally located on the north side of Geiger Road approximately 1,500 feet from the Eiland Blvd. and Geiger Road intersection. The subject parcel in this three-part application under review includes approximately 4.155 acres and is rectangular in shape, with the exception of a parcel (separate from this petition) consisting of a single-family home on the subject parcel's southeastern border. Please see Figure 3 – Proposed Property Annexation Area Map for a survey of the subject property.

All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The subject property is heavily wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan. 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. Please note, as a condition of approval, Staff recommends that at the Site Development Plan review stage, the applicant (or his or her designee), project arborist, and Staff shall walk the property and identify trees to be saved (with the aid of a completed arborist report). Per LDC Section 7.06.04, Tree Removal Guidelines, a maximum number of trees (to be determined by a tree survey and based upon the number of trees per acre above 6" in caliper) shall be allowed to be removed.

The Zephyrhills future land use map indicates the area to the north and northwest of the subject as PUD (the Silver Oaks planned unit development and Recreation and Open Space (the East Pasco YMCA); the area to the south of the subject parcel is RU, or residential urban and is developed as the Wedgewood Manor at a density of approximately six (6) units per acre. Remaining County properties include medium density residential and high density residential developed as several mobile home parks and subdivisions (with a density average of six (6) units per acre). Additionally, there are several larger vacant parcels yet to be developed along with larger-lot single family residential uses in the vicinity. Because of the convenient and central location, Staff anticipates this area of Zephyhills to experience additional small to medium-scale residential infill development over the coming years.

III. Proposed Development:

The applicant plans to develop the parcel for a single-family townhome subdivision with 20-foot wide lots. No other information is available at this time.

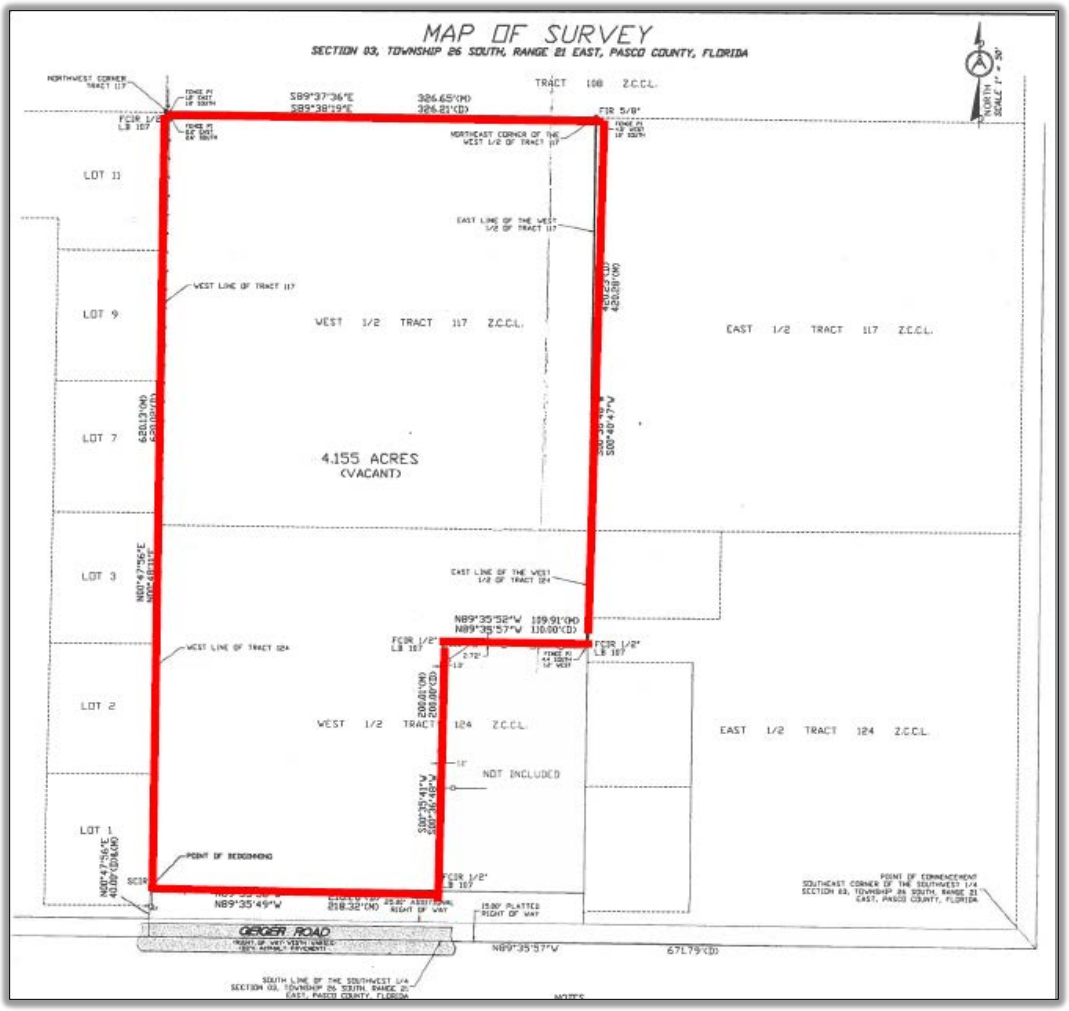


Figure 3 – Proposed Property Annexation Area Map *Courtesy of Northstar Surveying and Mapping, INC.*

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

.

North & Northwest –Larger-lot single-family parcels, mixed commercial and residential uses such as the Silver Oaks planned unit development, the East Pasco YMCA and various office and commercial uses along Abbott Station Drive.

West – Single-family residential community

East – Green Hills Estate medium density mobile home park. The development consists of approximately 118 units on 20 acres, which is approximately 6 dwelling units per acre.

South – Residential uses such as Wedgewood Manor and larger-lot single family residential. Wedgewood consists of approximately 121 units on 20 acres, which is approximately 6 dwelling units per acre.

B. **Compatibility Analysis/Annexation:**

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statues, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statues Chapter - 171.043 Character of the area to be annexed**.** A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The subject property is contiguous with properties that are already located within the city limits. Furthermore, the subject property is generally located within or close to the actual City, and/or developed in an urban/suburban land use pattern. An annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary as well as the guidelines as prescribed above. Geiger Road should be reviewed for improvements as previously discussed, and as discussed in the transportation section of this report. Furthermore, the annexation of the

property into the City should be conditioned upon such improvements (based upon the anticipated use as discussed below).

Compatibility:

The parcel is surrounded by a variety of residential uses. The proposed residential use with approximately 30-31 townhomes is generally just slightly higher than the existing development patterns in the area (around 6-7 DU per acre). The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area, although at a higher density than existing development.

The subject property will be served by the City of Zephyrhills Police Department. The Police Station is located at 6118 8th Street which is a distance of approximately one mile from the subject property.

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

Future Land Use Map (FLUMA) Amendment

A comprehensive plan amendment is also included in this three-part application process. Upon approval, this request will assign the tract into the Residential Suburban (RS) future land use category for the City of Zephyrhills. The RS classification purpose is to recognize properties that are appropriate to be developed in a suburban, medium-density manner. It also recognizes that such areas are well-suited for residential uses typical of suburban, non-intensive qualities. The density range in RS is 2.5 to 7.5 dwelling units per gross acre.

(a) The subject property (4.155 acres) qualifies as a small-scale plan amendment;
(b) The request is to change the subject property's future land use designation from RES-9 to RS (Residential Suburban) is consistent with the abutting properties, which are:
    I. North/Northwest - various low density residential land use assigned properties in the County;
    II. East - Mobile Home, Estate Residential, and various low density residential land use assigned properties in the County;
    III. South – Residential Urban, Estate Residential, and various low density residential land use assigned properties in the County.
    IV. West – Various low density residential land use assigned properties in the County.

(c) The proposed change is consistent with existing growth patterns and therefore R-3 medium density residential would be an appropriate zoning designation;
(d) According to the Utilities Department, water and waste water capacity is available for the proposed petition, and this application was received prior to the current moratorium on residential development within the City.

(e) Transportation:



Figure 4 – Transportation Map *Courtesy of BGE, Inc.*

The subject parcel abuts Geiger Road and a County ROW use permit will be required at the time of site plan review and approval. Geiger Road is currently in a state of extreme deterioration. Staff, elected officials, and City administration have worked with the County, MPO (Metropolitan Planning Organization) and the FDOT (Florida Department of Transportation) and their infrastructure consultants over the past year in an effort to determine the best course of action to substantially improve the roadway.

At the time of writing, indications have been given to Staff by the County that Geiger Road will be substantially improved through a FDR (Full-Depth Reclamation) and potentially a signalized mid-block cross-walk. Furthermore, Staff has received assurances from the developer that they are committed to the installation of a sidewalk along the north side of the roadway. Staff has been hesitant to move this petition forward until assurances from the County that the improvements are planned and funded. To repeat, at the time of writing, Staff has been assured of the above-

mentioned roadway improvements. Please see Image 1 – Geiger Road at Linwood Lane for a recent photograph of the roadway and existing conditions. Please note this is the general vicinity of the proposed annexation (at the left of the road in the foreground).

In an email dated May 22, 2024 from Senior Engineer at the Department of Public Works, Pasco County, Chris Hanning, P.E. stated "…Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment. I know things are up in the air right now regarding details of the project, but we are working to get them settled". Please see the full email



Image 1 – Geiger Road at Linwood Lane Courtesy of Google Images, 2024

attached to this Staff report. The proposed townhome subdivision is projected to have a de minimus traffic impact. In an email received by Staff on May 23, 2024, Basit Ali of Kimley Horn and Associates wrote "…*the [originally anticipated] 36 townhomes* **(unit count is now approximately 30-31)** *will generate 18 PM peak hour trips (10 in, 8 out) on Geiger Road, which is a 2-lane roadway. Even if we assume all 10 incoming trips to make a left turn into the project, a left-turn lane will not be warranted as we need a minimum of 20 left turns to warrant a left-turn lane. Similarly, we need 50 right turns to warrant a right-turn lane and based on the 10 incoming trips, a right-turn lane is not warranted."* As a reminder the City recently updated its de minimus threshold, as well as other traffic impact regulation in coordination with the assistance of its traffic consultant Kimley Horn and Associates and the County. See Figure 4- Transportation Map.

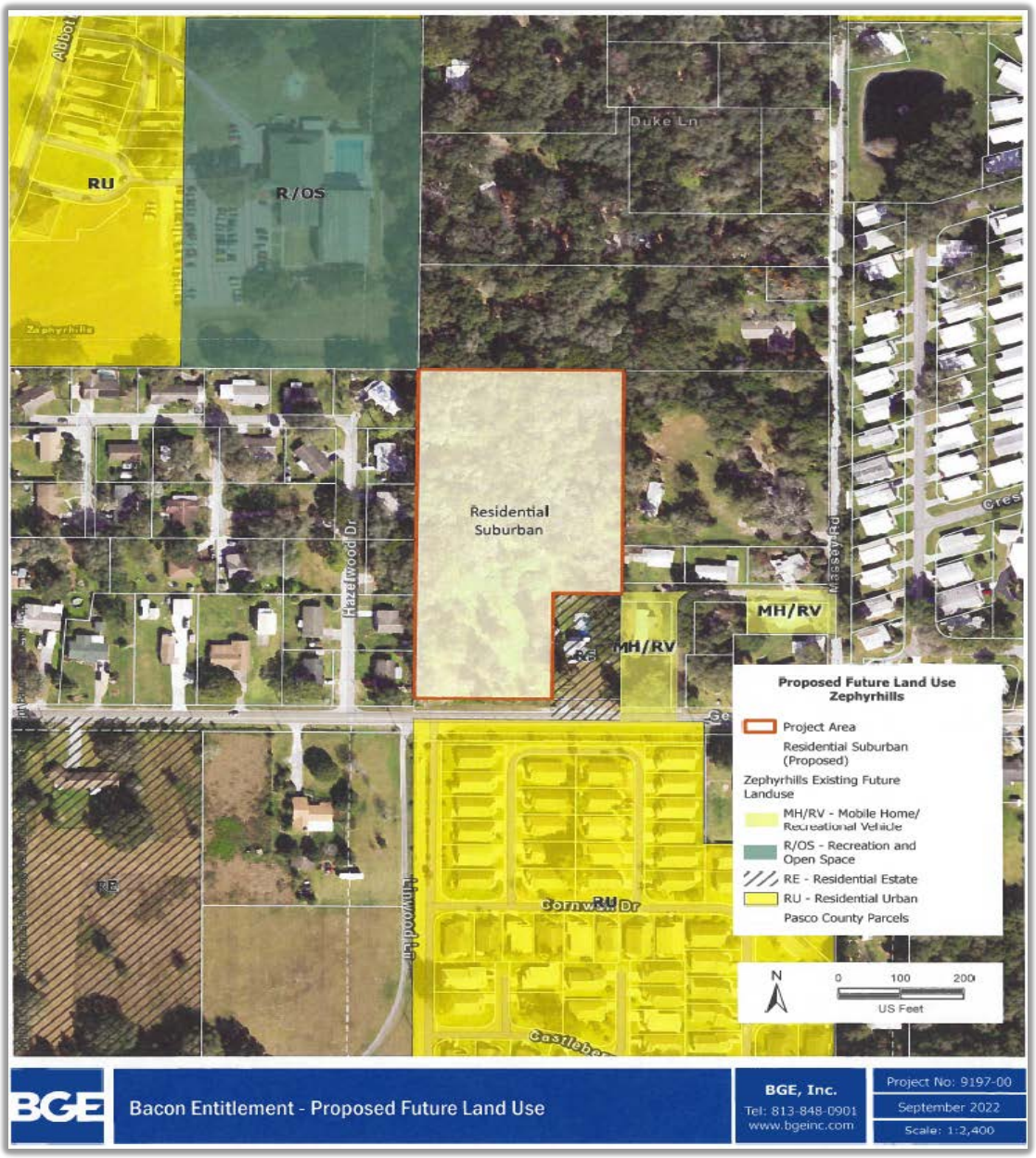


Figure 5 – Proposed FLU Map *Courtesy of BGE, Inc.*



Figure 6 – Proposed Zoning Map *Courtesy of BGE, Inc.*

1. Rezoning
   (a) The request is to change the subject property's zoning classification from County R-1MH and RMH to R-3 (up to 7.5 dwelling units per acre);

(b) The requested zoning designation is inconsistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:

I. North & Northwest –Larger-lot single-family parcels, mixed commercial and residential uses such as the Silver Oaks planned unit development, the East Pasco YMCA and various office and commercial uses along Abbott Station Drive.

II. West – Low density single-family residential lots.

III. East – Various low density residential and mobile home rv designations in the County, and the Green Hills Estate medium density mobile home park. The development consists of approximately 118 units on 20 acres, which is approximately 6 dwelling units per acre.

IV. South – Residential uses such as Wedgewood Manor and larger-lot single family residential. Wedgewood consists of approximately 121 units on 20 acres, which is approximately 6 dwelling units per acre.

(c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability and the R-3 zoning designation is appropriate as it is more reflective of the currently developed 6 units per acre abutting developments.

Therefore, the lower density may be warranted to make the project more compatible/consistent with the existing growth and development of the area. The project, proposed at 31, will not create premature development. The proposed development is located around a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. It is Staff's understanding that the developer will blend the project with the established residential development pattern within the immediate area and will complement the existing neighborhoods (however, as previously stated, the higher density may be inappropriate). Staff will enforce all applicable land development regulations and Comp Plan provisions to ensure compliance while providing for a development that is sympathetic and respectful to the adjacent residential uses. See Figure 6 – Proposed Zoning Map.

C. **Natural & Historic Resources Analysis**[3]

The following site characteristics are provided by BGE and are attached to this report:

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development, see attached soils map.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.

[3] Please see attached corresponding map series provided by the applicant and produced by BGE, Inc. At the time of development, more-refined analyses shall be required according to the LDC and any other permitting requirements.

3. Wetlands | Water Bodies –No wetlands.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be no biological hotspots on the subject property. If species are found, such as gopher tortoises, proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.
6. Basins of Special Concern – The property is within the Basins of Special Concern. Therefore, at the time of site plan review the project shall demonstrate conformance with the City's regulations that require additional stormwater retention.

D. **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, per Utilities Department. There is an 8' water main on the south side of Geiger Road that would necessitate a wet-tap and directional drill under the roadway. [4] The project should be conditioned with the applicant notification that water may or may not be available at the time the project is complete, see Staff recommendation below.
SEWER	Anticipated minimal impact according to the Utilities Department. This development would necessitate the installation of a lift station, and the closest manhole is in the Wedgewood subdivision. This also requires a directional bore under the roadway. [5]
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City's de-minimus threshold. A substandard roadway analysis may be required as condition of annexation based upon the anticipated uses. Geiger Road (from Eiland Blvd. to US 301) has been identified as a priority for multi-modal improvements AND roadway resurfacing by the Pasco County Metropolitan Planning Organization (MPO). Staff is coordinating with County Staff and Leadership to ensure the proper improvements are made to the roadway to ensure the health, safety, and well-being for drivers, pedestrians, and bikers along the roadway.
SCHOOL	Three elementary school students, two middle school students, and two high school students for a total of seven students.[6]

[4] Email received June 19, 2023 from Utilities Director John Bostic.
[5] Email received June 19, 2023 from Utilities Director John Bostic.
[6] See attached Pasco County Schools "School Impact Analysis".

E. Comp Plan and LDC Analysis and Verified Applicant Response

Implementation

POLICY

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

a. regulate the subdivision of land;
b. regulate signage;
c. provide for drainage and storm water management;
d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
e. coordinate future land uses with soil 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 well fields by designating appropriate activities and land uses
i. within well-head protection areas and environmentally sensitive land;
j. provision of mixed land use designations….
k. discourage the proliferation of urban sprawl.

The proposed Black Marlin residential project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance. Please note the above-mentioned Impact and Analysis regarding the condition of Geiger Road. Staff is processing applications for approximately 300 housing units (inclusive of application contained herein) across three separate applications. The impacts of the anticipated development shall be reviewed with a global emphasis and communicated as such with Pasco County, the ultimate authority for the roadway (and the FDOT for the intersection of Gall and Geiger (which is on the City's newly approved 'Hot Spots Map'). Staff is currently coordinating with the County for proper (if needed) ROW dedications, studies, and appropriate impact fees.

1. COMPLIANCE ANALYSIS

PROJECT DESCRIPTION

Once Parcel is included within this three-fold application process. Parcel 03-26-21-0010-11700-0020 is located within unincorporated Pasco County, and is proposed for annexation into the City of Zephyrhills ("City").

This three-part concurrent application will provide for annexation into the City, a comprehensive plan amendment, and a rezoning. The subject property is undeveloped and heavily wooded.

PROPOSED DEVELOPMENT

The proposed development requests approval for an approximately 30-31-unit, single-family townhome subdivision. The lots will be generally 20 feet wide. The development, at the time of an SPRC submission, shall be in conformance with provisions found in Section 2.01.03.06.01 – Townhouses and all other applicable sections of the LDC, including the tree preservation section of the LDC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation for Parcel 03-26-21-0010-111700-0020 along with a Comprehensive Plan amendment and a Rezoning application. A pre-application meeting with the City of Zephyrhills was held on July 27, 2022. Planning Staff included Todd Vandeberg. Project was transferred to Principal Planner Rod Corriveau in May of 2023.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

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

A. The residential I 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 home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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 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 located on a parcel that is uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space shall be provided to residents for recreational purposes and gatherings per Section 2.01.03.06.01 – Townhouses.

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 if developed at the 7.5 units per acre under the R-3 zoning designation.

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

Residential Suburban- 2.5 to 7.5 units/gross acre; the project will contain a max. density of 7.5 dwelling units per acre. As previously stated, this would be more in line with the existing development patterns of the area after considerations for roads, stormwater retention, bulk regulations, etc. are considered. The property is within the Basins of Special Concern.

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 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 area being annexed is currently classified as RES-9 by Pasco County. The City's request via the accompanying RS 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.

CONSISTENCY WITH 171.043, F.S.

171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

Subsection 1: The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Parcel 03-26-21-0010-11700-0020 is contiguous to the City of Zephyrhills. The abutting parcel to the east is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 2: Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

> (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
>
> (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
>
> (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

The project will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 3: In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

> (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
>
> (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The project can be serviced without the extension of water and/or sewer lines through a sparsely developed 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. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

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 structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded 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 contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Black Marlin development project. Further research/review and possible mitigation/relocation of any protected fauna species shall be required at the time of site plan review and approval, and 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. Staff encourages the developer to plant additional trees over and above the minimum required rather than payment into the tree mitigation fund. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed.

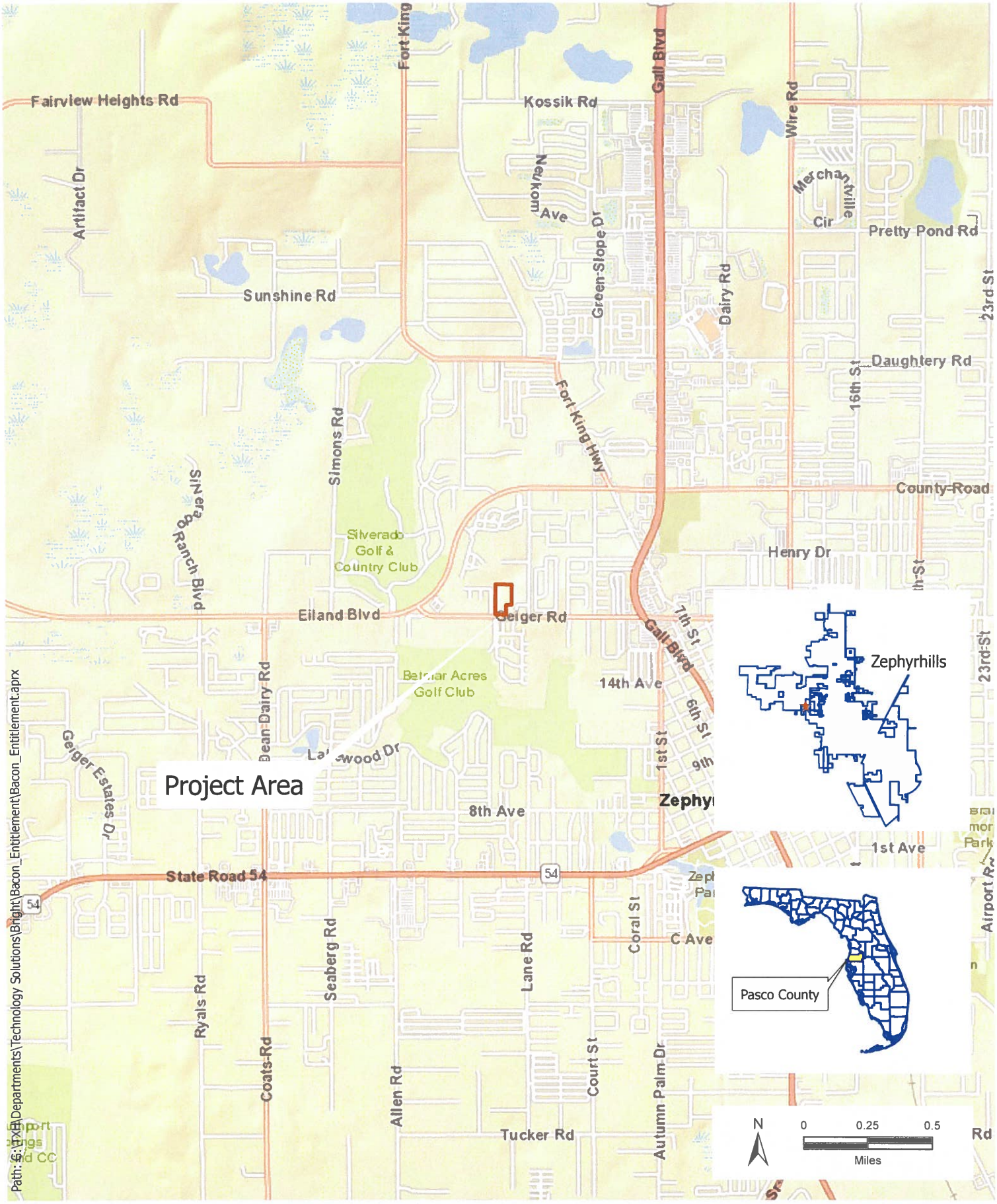
V. RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on May 28, 2024. The SPRC moved the request forward to the Planning Commission.

Planning Commission - The Planning Commission recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on June 18, 2024. The Planning Commission moved the request forward to the City Council for final consideration. Please note it was reviewed at a request for R-4 Zoning, and RU Land Use – it was after this meeting that the applicant requested the petition be amended to the lower density R-3 Zoning and RS Land Use designation.

Staff - Based upon the analysis contained herein, along with supporting documentation and community input at the Planning Commission, Staff recommends approval of this petition for annexation into the City, and recommends a zoning designation of R-3 and FLUMA to RS on the basis of the fact that these designations are reflective of the development patterns in the area and consistent with the density of abutting developments. For conditions of approval, please see DRAFT Ordinance No. 1485-24.

FIGURE ONE - LOCATION MAP



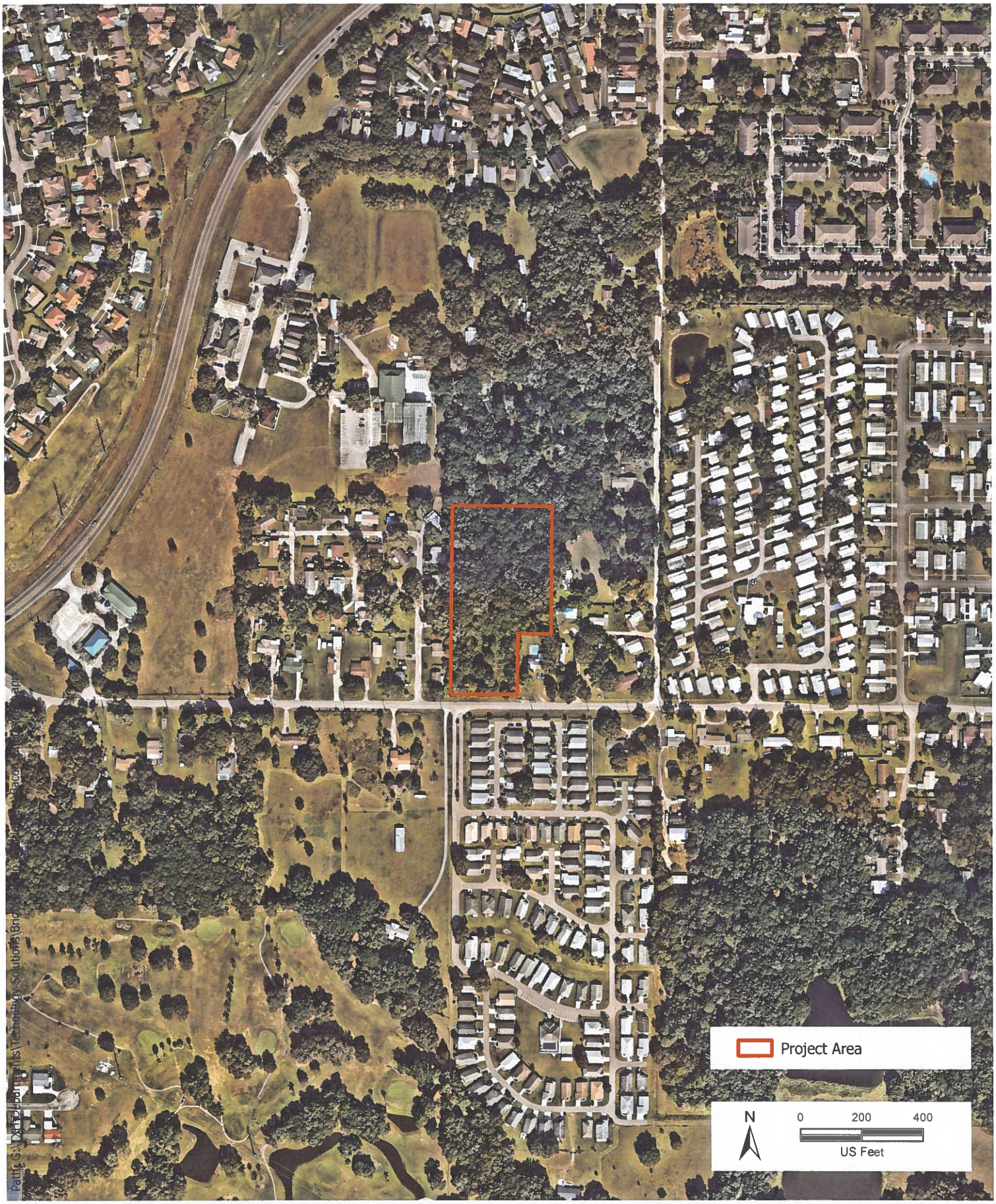
BGE

Bacon Entitlement - Location Map

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

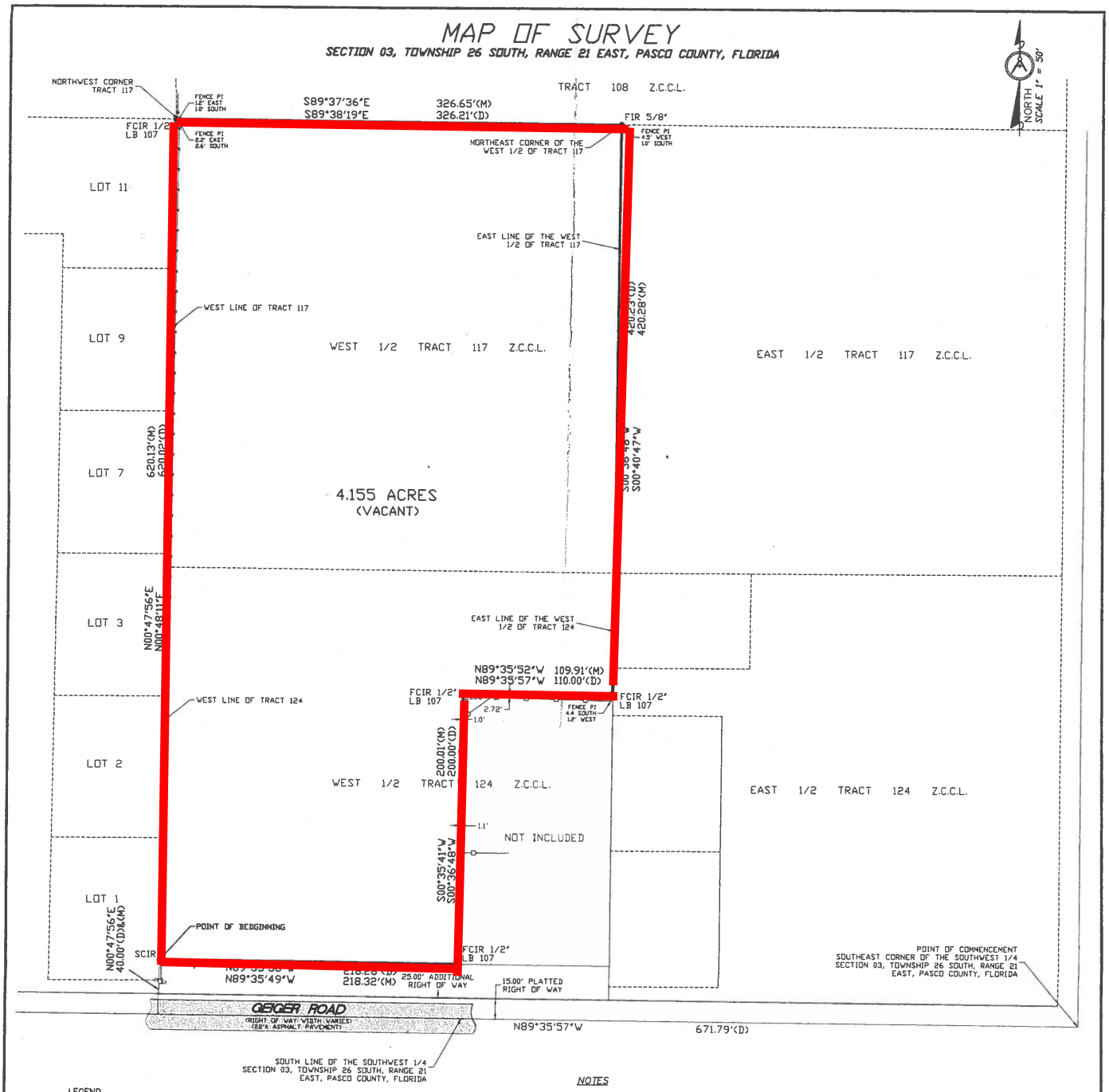
Project No: 9197-00
September 2022
Scale: 1:30,000

FIGURE TWO - AERIAL MAP



BGE	Bacon Entitlement - Aerial	Nearmap Nov 14 2021	BGE, Inc. Tel: 813-848-0901 www.bgeinc.com	Project No: 9197-00
				September 2022
				Scale 1: 4,800

FIGURE THREE - SURVEY



LEGEND

- = ASPHALT
- = WOODEN UTILITY POLE
- = CHAIN LINK FENCE
- = WOODEN FENCE
- = WIRE FENCE
- Z.C.C.L. = ZEPHYHILLS COLONY COMPANY LANDS

NOTES

1. A Bearing of N89°35'57"W was assumed along the South line of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida.
2. Legal description written by this surveyor per clients request. Parent Tract Legal obtained from Pasco County Appraisers Office Web site Parcel ID 03-26-21-0010-11700-0020.
3. Fences only located at property corners and may meander across property lines.

CERTIFIED TO:

– Dale O. & Nancy E. Bacon

LEGEND

R	= PROPERTY LINE	FPKN	= FND PK NAIL
ROW	= RIGHT OF WAY	SPKND	= SET PK NAIL & DISK LB 7356
℄	= CENTERLINE	FPKND	= FND PK NAIL & DISK
AC	= AIR CONDITIONER	FPIP	= FND PINCHED IRON PIPE
CS	= CONCRETE SLAB	FCIR	= FND CAPPED IRON ROD
SW	= SIDEWALK	SCIR	= SET CAPPED IRON ROD PSM #6017
(M)	= MEASURED	FIR	= FND IRON ROD
(C)	= CALCULATED	FIP	= FND IRON PIPE
(R)	= RECORDED	PCP	= PERMANENT CONTROL POINT
(D)	= DEED		
PG	= PLAT	VG	= VALLEY GUTTER
F	= FIELD	CG	= CURB & GUTTER
FND	= FOUND	REF'D	= REFERENCED
FCM	= FOUND CONC MONUMENT	CNR	= CAP NOT READABLE
		BLDG	= BUILDING
MAS.	= MASONRY	CONC	= CONCRETE
NO FND OR SET	= NO CORNER FND OR SET	COV	= COVERED
		POB	= POINT OF BEGINNING
RES	= RESIDENT	PRM	= PERMANENT REFERENCE MONUMENT
R	= RADIUS		
DE	= DELTA ANGLE	PI	= POINT OF INTERSECTION
A	= ARC LENGTH	BF	= BETWEEN FENCES
L	= CHORD LENGTH	NTS	= NOT TO SCALE
CB	= CHORD BEARING	IN	= ON SUBJECT PROPERTY
CL	= CH LINE	OUT	= OFF SUBJECT PROPERTY
CLF	= CHAIN LINK FENCE		= LIGHT POLE
WF	= WOOD FENCE	CATV	= CABLE TV BOX
OHW	= OVERHEAD WIRES	WM	= WATER METER
CP	= CARPORT	WV	= WATER VALVE
WC	= WITNESS		= WOODEN UTILITY POLE

DESCRIPTION:

A portion of the West 1/2 of Tracts 117 and 124 of Zephyrhills Colony Company Lands as recorded in Plat Book 2, Page 1, Public Records of Pasco County Florida, lying within the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 03, Township 26 South, Range 21 East, Pasco County, Florida; thence North 89°35'57" West 671.79 feet along the South line of said Southwest 1/4 to the prolongation of the West line said Tract 124; thence North 00°47'56" East 40.00 feet along said West line to the North right of way of Geiger Road to the POINT OF BEGINNING; thence continue North 00°47'56" East 620.02 feet to the Northwest corner of said Tract 117; thence South 89°38'19" East 326.21 feet to the Northeast corner of the West 1/2 of said Tract 117; thence South 00°36'48" West 420.23 feet along the East line of the West 1/2 of said Tracts 117 and 124; thence North 89°35'57" West 110.00 feet; thence South 00°36'48" West 200.00 feet to the North right of way line of Geiger Road; thence North 89°35'58" West 218.26 feet to the POINT OF BEGINNING.

TYPE OF SURVEY: BOUNDARY SURVEY

FLOOD ZONE INFORMATION:
SUBJECT PROPERTY SHOWN HEREON LIES IN FIRM ZONE "X"
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 120230 0455 D
MAP REVISED: SEPTEMBER 30, 1992

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. NO INFORMATION OF RECORD REFLECTING EASEMENTS, SETBACKS, RESTRICTIONS, ABUTTS OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A BOUNDARY SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY

06/19/08

PETER J. LEMAY, PSM #6017

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER." ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

NORTHSTAR SURVEYING AND MAPPING, INC.
LICENSE BUSINESS NUMBER 7356
3443 LEMAY DRIVE
ZEPHYRHILLS, FL 33543
TELEPHONE (813) 779-7183

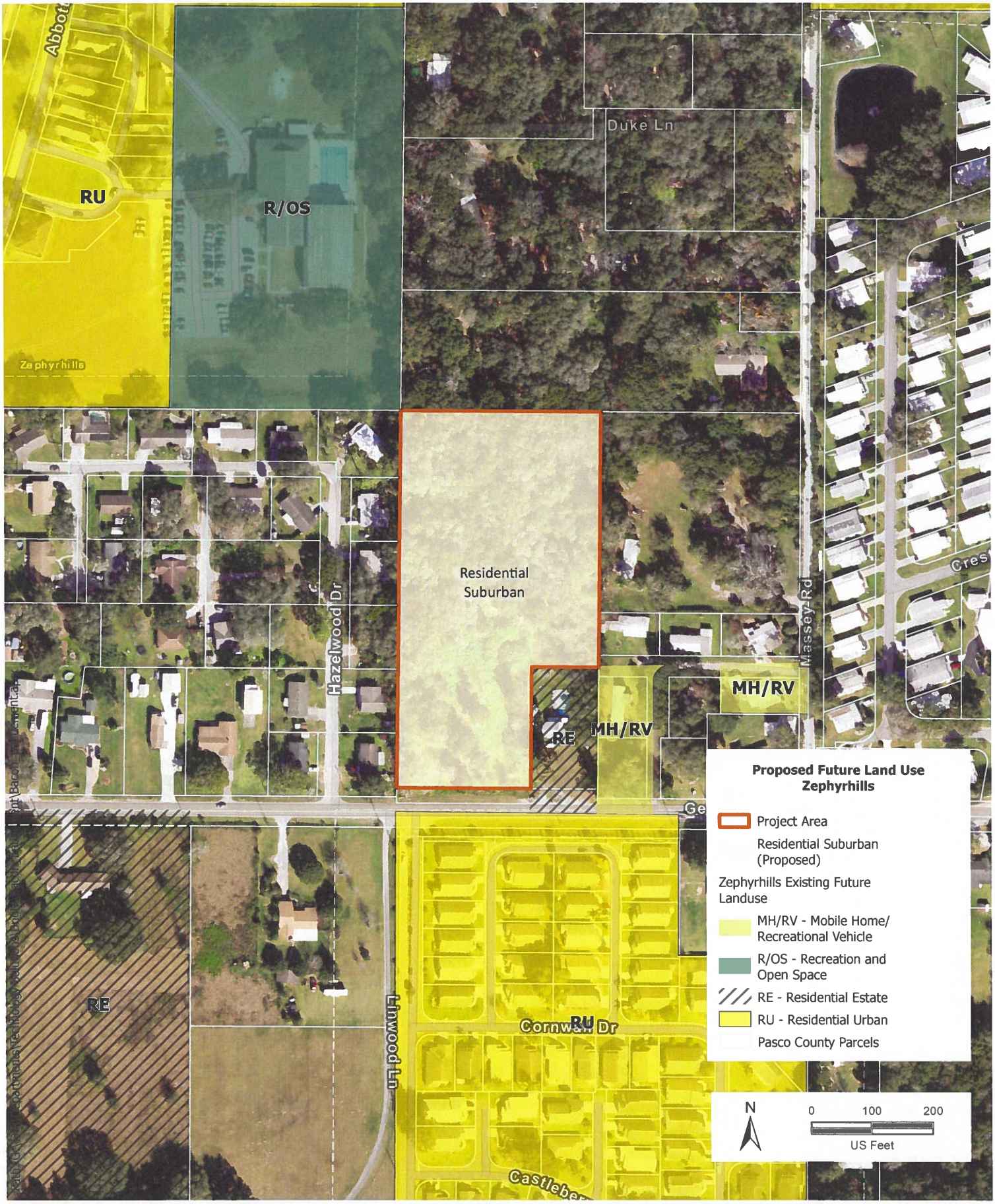
DRAWN BY	P.J.	FIELD DATE	06/13/08
PARTY CHIEF	P.J.	S-T-R	03-26-21
CHECKED BY	P.J.	JOB NO.	08033

FIGURE FOUR - TRANSPORTATION MAP



BGE	Bacon Entitlement - Transportation Map	BGE, Inc. Tel: 813-848-0901 www.bgeinc.com	Project No: 9197-00 September 2022 Scale: 1:24,000

FIGURE FIVE - PROPOSED FLU MAP



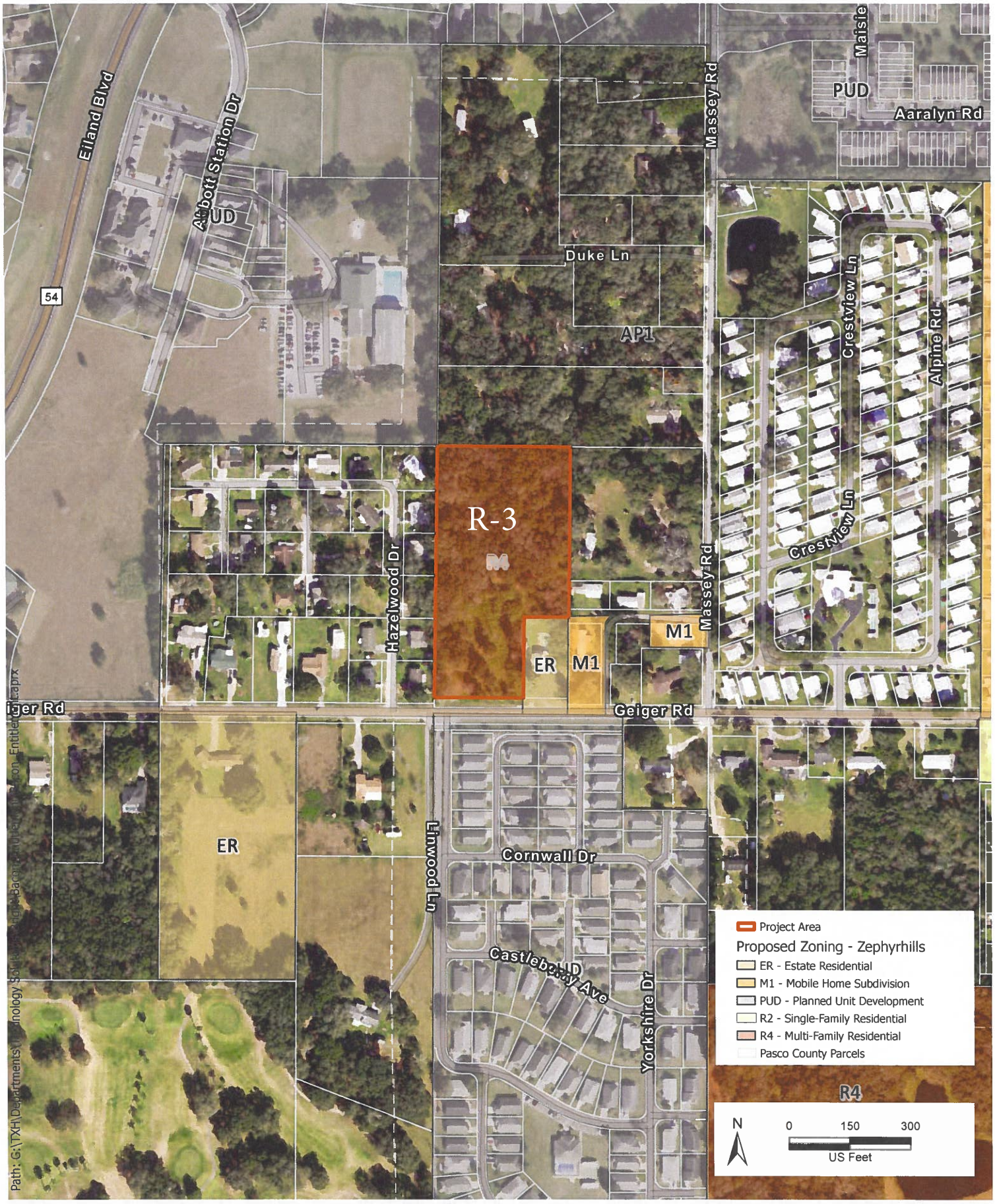
BGE

Bacon Entitlement - Proposed Future Land Use

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00
September 2022
Scale: 1:2,400

FIGURE SIX - PROPOSED ZONING MAP



BGE

Bacon Entitlement - Proposed Zoning

BGE, Inc.
Tel: 813-848-0901
www.bgeinc.com

Project No: 9197-00

September 2022

Scale: 1:3,600

Pasco County Schools

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

School Impact Analysis

Project Name	Black Marlin Capital	12-Dec-22
Project Location	North side of Geiger Road, 0.55 miles west of U. S. Highway 301	
Parcel ID Numbers	03-26-21-0010-11700-0020 (4.13 acres)	
Property Owner/Developer	Black Marlin Capital	
Applicant	Leonard H. Johnson	

This development will be subject to school impact fees and a school concurrency review. Any project that exceeds the adopted Level of Service will be required to mitigate the impacts that are created by the development.

Proposed Entitlements

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elementary School	Middle School	High School	Elementary School	Middle School	High School	Totals
Single Family Detached	0	0.18	0.095	0.123	0	0	0	0
Single Family Attached	36	0.077	0.037	0.047	3	2	2	7
Multi-Family	0	0.115	0.052	0.068	0	0	0	0
Mobile Home	0	0.12	0.055	0.071	0	0	0	0
Totals	36				3	2	2	7

School Impacts* School	School Capacity	2022-23 Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
West Zephyrhills Elementary	740	567	77%	570	77%
Raymond B. Stewart Middle	1,107	995	90%	997	90%
Zephyrhills High School	1,930	1,660	86%	1,662	86%

*School attendance boundaries are subject to change and could affect schools listed above.

From:	Panos Kontses
To:	Todd Vandeberg
Cc:	Tania Gorman; Tina Russo; Rodney Corriveau, AICP; William Poe; Nick Uhren; Tracy A. Overturf; Venkat Vattikuti; Christopher Hanning
Subject:	RE: CIP Project Map/Geiger Road
Date:	Friday, June 7, 2024 10:40:01 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image008.png image009.png image010.png image011.png image012.png

EXTERNAL EMAIL

Hi Todd,
I just heard today from Tina (MPO). MPO is working with FDOT, our Public Works, and Traffic Ops to move forward the following projects for Geiger Rd:

- MPO is working with our Public works and FDOT for installing a safety edge and the resurfacing/reclamation of the road.
- MPO and FDOT are working with our Traffic Ops and Public Works on installing lane markings, RPMS, and feedback signs.

These projects are independent to the sidewalk project.
Have a great day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, June 7, 2024 8:57 AM
To: Panos Kontses <pkontses@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>
Subject: RE: CIP Project Map/Geiger Road

Pantos,

Thank you for your email. Form earlier emails we were hoping that we were working towards trying to get this project funded this coming year. We also had two development projects that we had discussed moving forward based on this information. The condition of this road is in very poor

condition so just wanted to confirm if there is any possibility of this project being able to move forward at a quicker timeline? Thanks,

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Panos Kontses <pkontses@pascocountyfl.net>
Sent: Thursday, June 6, 2024 2:48 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>
Subject: RE: CIP Project Map/Geiger Road

EXTERNAL EMAIL

Hi Todd,
Our 2025-2029 CIP shows the Geiger Road sidewalk funded for Design in FY 2027 and Construction in FY 2028.
Let me know if you have any other questions.
Have a great rest of the day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Thursday, June 6, 2024 1:49 PM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Panos Kontses <pkontses@pascocountyfl.net>
Subject: RE: CIP Project Map/Geiger Road

Tina.

In reviewing the CIP map is it correct that Geiger Rd will not be done this coming year and pushed to 2028?

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, June 6, 2024 10:31 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Panos Kontses <pkontses@pascocountyfl.net>
Subject: CIP Project Map/Geiger Road

EXTERNAL EMAIL

Todd,
Based on some of our conversation this morning.
Please see what TED has for Geiger Road in the CIP.
Any coordination for sidewalk/MU path along Geiger will have to done with the Pasco County Transportation Engineering Department (TED).

Tina A. Russo, LCI #395
Active Transportation Planner,
Metropolitan Planning Organization
Planning and Development Department
Pasco County
P 727-847-8140 Ext. 8341
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654
trusso@pascocountyfl.net
www.pascocountyfl.net

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Pasco County Social Media:

From:	Panos Kontses
To:	Todd Vandeberg
Cc:	Tania Gorman; Tina Russo; Rodney Corriveau, AICP; William Poe; Nick Uhren; Tracy A. Overturf; Venkat Vattikuti; Christopher Hanning
Subject:	RE: CIP Project Map/Geiger Road
Date:	Friday, June 7, 2024 10:40:01 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image008.png image009.png image010.png image011.png image012.png

---

EXTERNAL EMAIL

Hi Todd,
I just heard today from Tina (MPO). MPO is working with FDOT, our Public Works, and Traffic Ops to move forward the following projects for Geiger Rd:

- MPO is working with our Public works and FDOT for installing a safety edge and the resurfacing/reclamation of the road.
- MPO and FDOT are working with our Traffic Ops and Public Works on installing lane markings, RPMS, and feedback signs.

These projects are independent to the sidewalk project.
Have a great day,
Panos

Panos Kontses, P.E.
Assistant County Engineer
Public Infrastructure | Transportation Engineering Department
Tel: (727) 834-3604, x1623
pkontses@mypasco.net

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, June 7, 2024 8:57 AM
To: Panos Kontses <pkontses@pascocountyfl.net>
Cc: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>
Subject: RE: CIP Project Map/Geiger Road

Pantos,

Thank you for your email. Form earlier emails we were hoping that we were working towards trying to get this project funded this coming year. We also had two development projects that we had discussed moving forward based on this information. The condition of this road is in very poor

https://www.pascocountyfl.net/323/MPOTransportation-Planning

Sign up for Pasco County updates

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CUSA18A7

https://www.pascocountyfl.net/323/MPOTransportation-Planning

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CUSA18A7

From:	Todd Vandeberg
To:	Christopher Hanning; Tina Russo; Shepherd, Melissa; Jeffrey M. Moncalian; Amy D. Davis; Venkat Vattikuti; Jeffrey M. Moncalian; Rodney Corriveau, AICP; Melonie Bahr Monson; William Poe
Cc:	Ainsley Caldwell; Tania Gorman; Elliot E. Shoberg
Subject:	RE: Geiger Rd
Date:	Thursday, May 23, 2024 8:20:08 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image008.png image009.png image010.png image011.png image012.png

Thanks Chris!

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, May 22, 2024 3:08 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>; Venkat Vattikuti <vvattikuti@pascocountyfl.net>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Good afternoon Team,

Unfortunately, it is very difficult to nail time a timeline right now. Our general plan is to rehab the major roads (including Geiger) as soon as we can at the start of the fiscal year (October 1). However, it is very dependent on the contractor's schedule. All I can really say right now is it will be sooner in the new fiscal year rather than later.

Our plan right now is to perform Full-Depth Reclamation (FDR) of the roadway to provide a stable base, then resurface with new asphalt. We normally FDR a width of the travel lanes (24' total for Geiger), but plan to FDR an extra foot on both sides (26' total) to provide a base for the Safety Edge. However, we have not yet received a firm "yes" from the contractor regarding use of the SE attachment.

I know things are up in the air right now regarding details of the project, but we are working to get them settled.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Tuesday, May 21, 2024 10:02 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>; Venkat Vattikuti <vvattikuti@pascocountyfl.net>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Chris can you help with this question from Todd Vandeberg.

Good morning. We have two petitions that we are processing for future multi-family development on Geiger Rd. Can you please provide a synopsis outlining what the County is in agreement to do and an approximate time table that we can use moving forward with our meetings? Thanks!

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Friday, May 10, 2024 2:30 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good afternoon Tina and the Team,

Please pardon the delay in responding.

I need to get my “ducks in a row” and speak with my Manager about this before I can give a better answer. Unfortunately, he was on vacation this week. I will talk with him and get back to the group early next week.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Wednesday, May 1, 2024 9:41 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>; Jeffrey M. Moncalian <jmoncalian@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Geiger Road champions.
What is needed to move forward with the County and FDOT submit HSIP applications? The county public works need to have a contract with FDOT? The county traffic ops already submits HSIP request and applications.
I will be reaching out to FDOT again about the reimbursement and or the funding needed for the materials needed for the safety edge.
Time is very important for this safety edge and other counter measures that will be installed with the reclamation of the road, taking advantage of the FDOT HSIP program.
Chris and Ainsley how can I assist to move this project forward.

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Thursday, April 18, 2024 2:17 PM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Tina,

Unfortunately, my Tuesday afternoon got booked. If Wednesday is no good for the MPO team, I have Thursday open too. Sorry about that…

Thanks,

Chris Hanning, P.E.

Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, April 18, 2024 8:58 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Chris,
This is great to hear about the safety edge and would greatly appreciate a teams meeting to discuss some options. Tuesday afternoon at 1 or 2 works best for the MPO team.

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, April 17, 2024 11:06 AM
To: Tina Russo <trusso@pascocountyfl.net>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning Tina,

Please excuse the delay in my reply.

We are talking with our paving contractor now about their ability to accommodate use of the safety edge. I will let you know as soon as we get a response from them.

I would like to meet with the team (Pasco PW, the MPO, and the City of Zephyrhills) to discuss details and expectations of this project. Would next Tuesday or Wednesday afternoon work for an MS Teams meeting? Please let me know your availability.

Thanks,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, April 11, 2024 4:01 PM
To: Shepherd, Melissa <MShepherd@jmt.com>; Christopher Hanning <channing@pascocountyfl.net>
Cc: Ainsley Caldwell <acaldwell@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
Subject: RE: Geiger Rd

Mr. Hanning;
Would the county be interested in submitting an application for some counter measures for the Geiger Rd project. FDOT is willing to help.

From: Shepherd, Melissa <MShepherd@jmt.com>
Sent: Monday, April 8, 2024 8:51 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tina Russo <trusso@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Zinn, Michael <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Morning everyone,

Geiger Road is a County road, so the County would need to submit the HSIP application. We are able to assist the County through the application process.
Please let us know – we are available to assist.

Thank you,
Melissa

Johnson, Mirmiran & Thompson, Inc.
An Employee Owned Company

Melissa Shepherd
Associate
Senior Pursuit Coordinator

P. 813-868-6181
F. 813-314-0345

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Thank You.

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, April 5, 2024 12:46 PM
To: Tina Russo <trusso@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>;

Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Zinn, Michael <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: [EXTERNAL] RE: Geiger Rd

Cyber Security Reminder: Please use caution - message originated outside JMT.

Tina,

Thanks again to you and all of the County folks for your continuing support of this project for Geiger Rd! Please advise if the County or the City needs to complete the HSIP application and any additional assistance that we can provide.

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tina Russo <trusso@pascocountyfl.net>
Sent: Friday, April 5, 2024 8:58 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>; Shepherd, Melissa <MShepherd@jmt.com>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

EXTERNAL EMAIL

Geiger Project Team;
This is my thought based on the draft RSA and working with D7 Safety Team.
First item, the FDR of the roadway itself by the county is a big win.
I would like for the county to use HSIP application for some of the counter measures that were recommended in the draft RSA when the FDT done. . These would include speed feed back signs (permanent), RPMs, safety edge, pavement markings. My concern is with the FDR of the roadway the speed issue may increase.

The survey is needed for the sidewalk location and possible mid block crossings and other recommendations in the draft RSA. The survey is needed for the design of those counter measures for cost and location. This can be performed after the FDR of the roadway. But HSIP is needed for the roadway FDR safety improvements.

I think there is several counter measures that can be initiated with the FDR of the roadway, and is needed due to the speed issue on Geiger already, and most likely will increase with a new road.

Below is the link to the application for HSIP.

https://forms.office.com/pages/responsepage.aspx?id=Xd4h25y8DEKPP48I-Fta2l6xbpk_ytROlxkPww9zqiJUNUgyWDVQTlM5QlMyVktaWDNWSkk5WjhOQi4u&web=1&wdLOR=c4860F983-F066-46F6-B4B7-3AB94F8530DE

Hope this helps,

Tina A. Russo, LCI #395
Active Transportation Planner,
Metropolitan Planning Organization
Planning and Development Department
Pasco County
P 727-847-8140 Ext. 8341
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654
trusso@pascocountyfl.net
www.pascocountyfl.net

"Serving our community to create a better future."

Pasco County Social Media:

https://www.pascocountyfl.net/323/MPOTransportation-Planning
Sign up for Pasco County updates

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Thursday, April 4, 2024 3:47 PM
To: Tania Gorman <tgorman@pascocountyfl.net>; Tina Russo <trusso@pascocountyfl.net>; Christopher Hanning <channing@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>;

Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Thanks County folks – I know we are on a tight time table to get a survey done. Please advise and interested in reviewing the survey for future sidewalk location.

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Tania Gorman <tgorman@pascocountyfl.net>
Sent: Thursday, March 28, 2024 12:41 PM
To: Tina Russo <trusso@pascocountyfl.net>; Christopher Hanning <channing@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: Re: Geiger Rd

EXTERNAL EMAIL

Tina,

I believe a survey/design needs to take place before the safety funds can be used correct?

From: Tina Russo <trusso@pascocountyfl.net>
Sent: Thursday, March 28, 2024 11:49 AM
To: Christopher Hanning <channing@pascocountyfl.net>; Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>; Michael Zinn <michael.zinn@dot.state.fl.us>; Duran, Emmeth <Emmeth.Duran@dot.state.fl.us>
Subject: RE: Geiger Rd

Christopher,
We are exploring safety improvements for Geiger Rd.
With the FDR of this roadway can a safety edge be added to the project if we can get FDOT to provide some assistance with equipment?

From: Christopher Hanning <channing@pascocountyfl.net>

Sent: Thursday, March 28, 2024 10:56 AM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>; Tania Gorman <tgorman@pascocountyfl.net>; William Poe <WPoe@ci.zephyrhills.fl.us>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Tina Russo <trusso@pascocountyfl.net>; Clayton T. Watkins <cwatkins@pascocountyfl.net>; Ainsley Caldwell <acaldwell@pascocountyfl.net>; Elliot E. Shoberg <eshoberg@pascocountyfl.net>
Subject: RE: Geiger Rd

Good morning,

Please pardon the delay with my response.

Currently we have a Full Depth Reclamation (FDR) planned for Geiger Road between Eiland Blvd and North Ave in FY25 (Oct 2024 – Sept 2025).

Since we are a maintenance department, we generally do not widen or shift the roadway alignment when performing pavement treatments like mill & resurface or FDR. However, we may be able to accommodate a small amount of extra work on Geiger, but our contractor will require engineered plans showing new cross sections, alignments, and profiles. Our Pavement Management Team will also need some more details to ensure our contractor has the capabilities and resources to do the widening or realignment. Unfortunately, we do not have any funding or the available in-house resources to prepare plans and obtain a SWFWMD exemption or permit for any new alignments that may be proposed. In addition, the only sidewalk work we perform is replacing existing segments that need repair.

Thank you,

Chris Hanning, P.E.
Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Sent: Wednesday, March 27, 2024 11:32 AM
To: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>; William Poe <WPoe@ci.zephyrhills.fl.us<mailto:WPoe@ci.zephyrhills.fl.us>>; Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us<mailto:sleblanc@ci.zephyrhills.fl.us>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>; Ainsley Caldwell <acaldwell@pascocountyfl.net<mailto:acaldwell@pascocountyfl.net>>; Christopher Hanning <channing@pascocountyfl.net<mailto:channing@pascocountyfl.net>>
Subject: RE: Geiger Rd

Thanks Tania. Look forward to a discussion with Mr. Hanning and will copy our Public Works Director and City Manager.

[B69B5588]<https://www.ci.zephyrhills.fl.us/>
Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street

Zephyrhills, FL, 33542
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[4D21BCD6]<https://www.facebook.com/cityofzephyrhills/> [940BF754]
<https://twitter.com/ZephyrhillsCity> [AF41DC82] <https://www.instagram.com/cityofzephyrhills/>
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From: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>
Sent: Tuesday, March 26, 2024 3:26 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>; Ainsley Caldwell <acaldwell@pascocountyfl.net<mailto:acaldwell@pascocountyfl.net>>; Christopher Hanning <channing@pascocountyfl.net<mailto:channing@pascocountyfl.net>>
Subject: Re: Geiger Rd

EXTERNAL EMAIL

Hello Todd,

For confirmation of the reclamation/rebuild project on Geiger Rd. In FY 25, I've cc Christopher Hanning with Public Works.

Clay,

Will be able to address the engineering requests/concerns (shifting the road) you broached below.

Please let us know at your earliest convenience of next steps!

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us<mailto:TVandeberg@ci.zephyrhills.fl.us>>
Sent: Tuesday, March 26, 2024 1:47 PM
To: Tania Gorman <tgorman@pascocountyfl.net<mailto:tgorman@pascocountyfl.net>>
Cc: Tina Russo <trusso@pascocountyfl.net<mailto:trusso@pascocountyfl.net>>; Clayton T. Watkins <cwatkins@pascocountyfl.net<mailto:cwatkins@pascocountyfl.net>>
Subject: Geiger Rd

Tania / Tina,

I wanted to thank you both with your time / effort on investigating "next steps" for Geiger Rd. I talked with the City Manager and Lance Smith and provided an overview and they asked if I could get in writing a summary from the County on where we are at prior to moving forward with the petitions for development on Geiger. My understanding is that we are looking for a reclamation / rebuilding of Geiger Rd and that it looks like it could potentially be scheduled for next fiscal year. I also want to have the discussion with the developer to see if we can get him to assist in the design / engineering of a sidewalk / trail on Geiger from 301 to Eiland Blvd.
I just wanted to make I was correct following our discussions. Lance also asked if the road would have any possibility of being able to be shifted (even a couple feet) to enable a little more space for sidewalk / trail. I did bring up the comments from Tania with concerns discussed about making sure

we are able to line up Geiger with North Avenue. We just wanted to give ourselves any additional space for building this important pedestrian “leg” but we understand if engineering says we can’t shift it. Thanks!

[B69B5588]<https://www.ci.zephyrhills.fl.us/<https://www.ci.zephyrhills.fl.us/>>
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CUSA18A7

From: Todd Vandeberg
To: "Christopher Hanning"; Tina Russo
Cc: Tania Gorman; Amy D. Davis; William Poe; Rodney Corriveau, AICP
Subject: RE: Geiger Rd
Date: Friday, July 12, 2024 4:15:03 PM

Thanks Chris for the follow-up email below. Appreciate it!

image

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Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
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EXTERNAL EMAIL

Todd,

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Thanks,

Chris Hanning, P.E.

Senior Engineer - Roadway
Engineering Division
Department of Public Works
Pasco County BOCC
P 727.834.3611

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Cc: Tania Gorman <tgorman@pascocountyfl.net>; Amy D. Davis <adavis@pascocountyfl.net>
Subject: FW: Geiger Rd

Todd,
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Pasco MPO is currently working on some ROW survey for Geiger and Wire Road for the next step needed to move forward with sidewalk projects.
Just a reminder the ROW survey is more about feasibility of the sidewalk and location.
Geiger will need other counter measures before the sidewalk and soon as possible after the paving. Example, stripping and signage.
Great news on the safety edge being added, so exciting and grateful for Public Works supporting this project!
Tina

From: Christopher Hanning <channing@pascocountyfl.net>
Sent: Wednesday, July 10, 2024 11:19 AM
To: Tina Russo <trusso@pascocountyfl.net>
Cc: Amy D. Davis <adavis@pascocountyfl.net>; Tania Gorman <tgorman@pascocountyfl.net>
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Good morning Tina,

Please pardon the delay in communicating with you and your team. And thank you for "poking" me to make sure I'm still around…

I was finally able to speak with my Engineering Manager to discuss reaching out to FDOT for possible safety money for use of the safety edge. After giving him the added cost of asphalt for the safety edge and the additional width for the road base, we decided that Public Works will fund the paving of Geiger Road with the safety edge through our paving program. We feel the very low additional cost for this enhancement is not worth the additional effort, time, and paperwork that would be necessary for FDOT.

As I stated earlier, we have the "verbal" from our paving contractor to use the safety edge (they have the necessary attachment), we just haven't gotten anything in writing yet. I feel confident that this will not be an issue, but just wanted to make you aware. As soon as we get written confirmation

and our funding in place for FY25, then we can get Geiger Road scheduled!

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CUSA18A7

STAFF REPORT

To:

From: **Todd Vande Berg, Director of Planning**

RE: **PUD-0016-22 Gagne PUD Indoor Storage with Mixed Use Development; Located at the North and Southeast corners of Chancey Rd and Paul S Buchman.3356 Paul S Buchman Hwy, Zephyrhills Fl 33540.Parcel #23-26-21-0020-08000-0000.**
Second Reading ORDINANCE NO. 1489-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A REZONING - PUD (PLANNED UNIT DEVELOPMENT) MASTER PLAN AMENDMENT TO THE GAGNE – CHANCEY ROAD PLANNED UNIT DEVELOPMENT FOR THE PROPERTY IDENTIFIED AS 3356 PAUL S BUCHMAN HIGHWAY, ZEPHYRHILLS, FL 33540; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."

- **A. Council President opens the Public Hearing**
- **B. Council President closed the Public Hearing**
- **C. City Council considers Ordinance No. 1489-24 on the Second Reading**

Date: **August 12, 2024**

I. BACKGROUND & INFORMATION

A. History | Application Summary: The applicant has submitted a request for a PUD amendment associated with property located on both sides of Chancey Road and the east side of SR 39. The City previously approved a PUD Master Plan (Ord. # 1417-21) that included: Mixed Use at the NE corner of Chancey Rd and SR 39, Single family and multi-family residential on the south side of Chancey Rd and east of the CSX railroad and commercial planned at the SE corner of Chancey Rd and SR 39. The current Master Plan is approved for: 25,000 sq ft of commercial use, 150,000 sq ft of mixed use, 80 multi-family and 138 single-family units. A petition was submitted by the owner for: 1.) Development of the commercial parcel (SE corner of Chancey & SR 39) that may include a sefl-storage facility with a maximum height of 54'3" above finished floor; 2.) As an alternative to the maximum height proposed the applicant has prepared an alternative building facade (see attached exhibits) that reduces the maximum building height to 48'10" feet above the finished floor and construct with the attached design architectural renderings; 3.) Commercial parcel (SE corner) may utilize well / septic if municipal service is not available at the time of site development; however, development must connect to City water and sewer once service is available adjacent to the subject property; 4.) Streetlights in the residential area shall be operated / maintained by streetlight district / HOA / CDD; 5.) The access point for the commercial parcel was moved further east per the FDOT / Pasco County Transportation. If the PUD modification is approved the applicant will come back within engineered site plan.

B. Site Information

1. Applicant/Owner: Gagne Robert H. Trust
2. File #:PUD-00-16-22
3. Historic Designation: NA
4. Acreage:4.73 acres (part of the overall 139.3 acres)
5. Existing Land Use: Undeveloped
6. Current FLU: MU (Mixed Use)
7. Proposed FLU: No Change
8. Existing Zoning: PUD
9. Proposed Zoning: PUD (Modification)

A. Analysis:

1. Character Analysis - The subject parcel is located at the intersection of two major arterial and an appropriate location for commercial use. Staff has worked with the applicant on reducing the overall height and worked with an architect to provide a very attractive facade.
2. Compatibility Analysis - The commercial use is not being changed from the original PUD master plan and Staff is of the opinion that this area will continue to develop with commercial / industrial uses. Existing buildings with similar heights are located in the Copeland Industrial Park.
3. Natural & Historic Resources Analysis - There is some low-lying land / wetlands located on the east side of the subject parcel that the development is not encroaching. No historical resources are located on the property.
4. Public Service Analysis & Impact - The new proposed use as an indoor storage facility results in a minimum of public services. They create minimum traffic, water usage and do not require much service from the other City departments.
5. Comprehensive Plan Consistency - The PUD minor modification is consistent with the City's Comprehensive Plan.

II. DATA & ANALYSIS

Staff & Planning Commission recommend approval o fete petition for the Gagne PUD amendment with conditions.

III. RECOMMENDATION

A. Staff / Site Plan Review Committee - Approval with Conditions (attached)
B. Historic Preservation Board - NA
C. Planning Commission
D. Board of Adjustment - NA

ORDINANCE NO. 1489-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A REZONING - PUD (PLANNED UNIT DEVELOPMENT) MASTER PLAN AMENDMENT TO THE GAGNE – CHANCEY ROAD PLANNED UNIT DEVELOPMENT FOR THE PROPERTY IDENTIFIED AS 3356 PAUL S BUCHMAN HIGHWAY, ZEPHYRHILLS, FL 33540; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearing on April 20, 2021 to consider said proposed Rezoning - PUD Master Plan amendment and has recommended approval; and

WHEREAS, the City Council has determined that the PUD (PLANNED UNIT DEVELOPMENT) zoning - master plan amendment would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

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

Section 1: Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 and 166, Florida Statutes, and under the home rule powers of the City.

Section 3. Planned Unit Development Master Plan Amendment for 3356 Paul S. Buchman Hwy, Zephyrhills, FL 33540.

The following described Planned Unit Development ("PUD") is hereby amended as it applies to the and the following lands, lying and being situated in Pasco County, to wit:

PUD: PUD-0016-22 Gagne PUD Indoor Storage with Mixed Use Development; Located at the North and Southeast corners of Chancey Rd and Paul S Buchman.

Physical Address: 3356 Paul S Buchman Hwy, Zephyrhills FL 33540.

Parcel ID Number: 23-26-21-0020-08000-0000

Legal Description: The legal description is attached hereto as Exhibit "A" and by reference made apart hereof are being amended in accordance with the PUD Plan and Conditions of Approval.

Section 4: Amended PUD Master Plan.

An Amended Master Plan for PUD-0016-22 Gagne PUD is is attached hereto as Exhibit "B" and by reference made apart hereof.

Section 5: Amended Conditions of Approval.

The "Conditions of Approval" are attached hereto as Exhibit "C" and by reference made apart hereof.

Section 6: Site Plan Renderings.

The site plan renderings, elevations, landscape drawings and concept plans are attached hereto as composite Exhibit "D" and by reference made apart hereof.

Section 6: Repealer.

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

Section 7: Conflict Severability

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

Section 8: Effective Date

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

The foregoing Ordinance No. 1489-24 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 22nd day of July 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1489-24 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 8th day of August 2024.

Attest: _____ _____
Lori L. Hillman, City Clerk, MMC Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1489-24 was approved by me this 8th day of August 2024.

_____
Melonie Bahr Monson, Mayor

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

_____
Matthew E. Maggard, Esq.

City Attorney

LEGAL DESCRIPTION:

A parcel of land being a portion of TRACTS 65, 79 and 80 in Section 23, Township 26 South, Range 21 East, together with portions of Right-of-Ways, ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, page 55 of the Public Records of Pasco County, Florida, lying within the Northeast 1/4 of the Southeast 1/4, of Section 23, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 24, Township 26 South, Range 21 East, of Pasco County, Florida; thence S01°47'15"W, along the West line of the Northwest 1/4 of said Section 24, (being the basis of bearings for this legal description), for 81.76 feet to the point of intersection with the Westerly line of the CSX Railroad Right-of-Way, same being the point of intersection with a non-tangent curve, concave Northeasterly, same also being the Northeast corner of that certain property as described in Official Records Book 7964, page 1218 of the Public Records of Pasco County, Florida; thence the following three (3) courses along the East and South lines and the Westerly extension of the South line of said certain property as described in Official Records Book 7964, page 1218; (1) thence Southeasterly along said Westerly line of the CSX Railroad Right-of-Way, along the arc of said curve, with a radial bearing of N68°31'55"E, having a radius of 4,643.87 feet, a central angle of 04°47'51", an arc length of 388.83 feet, and a chord bearing S23°52'00"E, for 388.72 feet, to the point of tangent; (2) thence continue along said Westerly line of the CSX Railroad Right-of-Way, S25°21'34"E, for 2,252.90 feet to the point of intersection with the North Right-of-Way line of Chancey Road; (3) thence leaving said Westerly line of the CSX Railroad Right-of-Way, S76°02'04"W, along said North Right-of-Way line of Chancey Road, for 1,237.84 feet to the point of intersection with the West line of the Southwest 1/4 of said Section 24; thence leaving said North Right-of-Way line of Chancey Road, S00°17'02”W, along said West line of the Southwest 1/4 of Section 24, for 123.84 feet to the point of intersection with the South Right-of-Way line of Chancey Road; thence continue S00°17'02”W, along said West line of the Southwest 1/4 of Section 24, same being said South Right-of-Way line of Chancey Road, for 20.63 feet; thence leaving said West line of the Southwest 1/4, of Section 24, S76°02'04”W, along said South Right-of-Way line of Chancey Road, for 10.32 feet to the POINT OF BEGINNING; thence leaving said South Right-of-Way line of Chancey Road, S00°17'02”W, for 361.57 feet to the point of intersection with the Easterly extension of the South line of TRACT 80, in Section 23, Township 26 South, Range 21 East, ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, page 55 of the Public Records of Pasco County, Florida, thence S89°18'49"W, along said Easterly extension of the South line of TRACT 80 and the South lines of TRACTS 80 and 79, respectively, in said Section 23, ZEPHYRHILLS COLONY COMPANY, for 732.26 feet to the point of intersection with the East Right-of-Way of State Road 39; thence leaving said South line of TRACT 79, N24°04'04"W, along said East Right-of-Way of State Road 39, for 151.08 feet to the point of intersection with said South Right-of-Way line of Chancey Road; thence N24°25'27"E, along said South Right-of-Way line of Chancey Road, for 42.76 feet; thence N76°02'04"E, continuing along said South Right-of-Way line of Chancey Road, for 801.62 feet to the POINT OF BEGINNING.

Containing 207,831 square feet or 4.771 acres, more or less.

Exhibit "C"

GAGNE- CHANCEY ROAD
PLANNED UNIT DEVELOPMENT CONDITIONS OF APPROVAL

Master Development Plan

1. Development shall be in accordance with the plans and information submitted February 25, 2021; the Land Development Code (LDC); and the Comprehensive Plan unless otherwise stipulated or modified herein.

Environmental

2. Applicant/developer shall provide all environmental permits as required by applicable law.

3. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, the City of Zephyrhills and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

Open Space/Buffering

4. The developer(s) shall create: (i) a mandatory homeowner/property owner/condominium owner association for the residential development, or (ii) for any commercial development consisting of more than 2 separately-owned parcels, a mandatory merchants association; each in the form of a nonprofit corporation(s) registered with the State of Florida, Secretary of State, or, if approved, by the City of Zephyrhills City Council, a Community Development District (CDD). To the extent required above, the association(s) or CDD shall, taken collectively, encompass the entire boundaries of the PUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board) – if applicable. The developer(s) shall convey in fee simple to the association(s) or the ~~District~~ CDD, for ownership and maintenance, any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the City. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowner/property owner/condominium owner/merchants association or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Planning Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

Exhibit "C"

Transportation/Circulation

5. Applicant / Developer shall be required to submit an updated traffic study with future construction plans / plats to identify access management / operational required improvements. Applicant / Developer shall not be entitled to transportation impact fee credits for site access improvements into the project or the multi-purpose trail.

6. The traffic study submitted by the applicant assumes a maximum of 175,000 square feet of retail, 138 single family detached residential units and 80 multi-family residential units. Subject to land use exchanges permitted by the Land Use Equivalency Matrix attached hereto as Exhibit "A" (the "LUEM") or other land use exchanges approved by the Planning Director as hereinafter described, any development of land use(s) that generate(s) greater traffic impacts than those assumed shall require an updated traffic study utilizing a methodology approved by the City.

7. Applicant/developer shall install as part of each phase of development a 10' wide multi-use trail along the south side of Chancey Road for the portion of such road that is adjacent to the subject development. If there is insufficient space for the construction of the trail within the right-of-way (after accounting for the proposed thru lanes, turn lanes and other improvements in the right-of-way), such trail may be located, in whole or in part, within the landscape buffer along Chancey Road for the project, provided that an easement is given to the City for the use of the multi-use path by the public prior to the issuance of a certificate of occupancy for the applicable phase of development.

8. Street connections to Chancey Road and Paul S Buchman Road from the project shall be provided as shown on the Master Plan. Any additional right-of-way required for such connections may be required of Applicant/developer and construction of said improvements and not be entitled to transportation impact fee credits.

9. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than the City. City of Zephyrhills will not be responsible for the maintenance of any private streets.

Design/Construction Specifications

10. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and the City of Zephyrhills shall be notified within two working days of the resources found on the site.

11. As provided in Chapter 190, Florida Statutes, and subject to the City's separate approval, a CDD is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the City or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents

pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

12. Utility plans for the entire development shall be submitted to the Utilities Department for review and approval prior to or concurrent with submittal of the construction plans. This utility plan shall show, at a minimum, the following:

a. Trunk sewer lines and lift stations.

b. Main potable water lines and non-potable water lines, if applicable.

c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

d. The Utility plans shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems within the proposed development.

13. The developer(s) shall construct all water and wastewater facilities within the development to current City standards. A complete set of standards may be obtained from the Utilities Department.

Land Use

14. The following entitlements are approved for the PUD: 175,000 square feet of retail, 138 single family detached residential units and 80 multi-family residential units. The foregoing entitlements may be exchanged in accordance with the LUEM. In the event a permitted land use as approved by the PUD is not specifically listed in the LUEM, a trip use equivalency may be provided to document the trip generation of the permitted land use is the same (equal to or less than) as an approved land use. The trip generation shall be based on the pm peak hour rates contained in the ITE Trip Generation Manual, 10th ed. Land use exchange requests shall be submitted to the Planning Director or designee for verification as to implementation and administrative approval in accordance with the LUEM and shall not constitute an amendment to the PUD.

15. The permitted primary uses include uses set forth below.

A. Mixed Use Area- Permitted primary uses shall include, without limitation:

1. Hotel;
2. Retail;
3. Office;
4. Industrial flex space, which may include flex space, light manufacturing, assembly wholesale, distribution, breweries and distilleries, cargo services, carpet and flooring, construction/service/trade offices, drug/medication processing, fabrication/welding, food processing/distribution, freight

transportation, greenhouse/indoor farms, laboratory testing, machinery supplies, material handling/storage, medical suppliers, paint booths, publishing and printing services, technological services, and trucking companies (vehicle manufacturing, towing services and ready-mix concrete plants are not permitted uses); and

5. Other uses permitted by the C-2 zoning district, provided that auction houses, flea markets, RV/boat storage and vehicle rentals are not permitted uses.

6. In order to encourage urban design, there will be no internal setbacks required in the Mixed Use Area shown on the PUD master plan.

B. Commercial Area- Permitted primary uses shall include, without limitation:

1. Hotel;
2. Retail;
3. Office; and
4. Indoor Self-storage Facility
    a) Maximum height – 54'-3" (above finished floor)
    b) Minimum Setbacks – Front: 25', side: 10' and rear: 10'
5. Other uses permitted by the C-2 zoning district, provided that auction houses, flea markets, RV/boat storage and vehicle rentals are not permitted uses.

C. Single Family Area- Permitted primary use shall be single-family detached units, including, for-sale or for-rent product, meeting the following dimensional standards:

(1) Lot Size & Setbacks:

a) Single Family 40' lots
Minimum width – 40'
Minimum depth – 110'
Minimum Setbacks – Front – 20', side – 6' and rear – 10' (SF detached)

b) Single Family 50' lots
Minimum width – 50'
Minimum depth – 110'
Minimum Setbacks – Front – 20', side – 6' and rear – 10' (SF detached).

D. Multi-Family/Townhomes Area - Permitted primary uses shall include multi-family, townhomes, single-family attached and detached, including for sale- and for-rent product.

(1) Lot Size & Setbacks:

a) Multi-Family
b) Exhibit "C"

Minimum lot size -15,000 square feet
Minimum Setbacks – Front – 20', side 10'; and rear 10'

d) Townhomes:
Minimum width – 18’
Minimum depth – 85’
Minimum Setbacks: Front – 20’, Side – 10’, Rear – 10’

16. Concerning townhouses within the PUD:

In lieu of Section 2.01.03.06.01(M)(1), the front of each individual townhouse building shall have medium sized shade trees planted and spaced every 40 feet;

17. In lieu of Section 2.01.03.06.01.P(2) 3, the builder may use two different materials, stucco on the first floor and shake siding on the second floor, using different colors for each grouping of townhomes, and the sides and rear may be the same color as the front elevation, and also have stucco on the bottom floor and shake siding on the second floor; and

18. In lieu of Section 2.01.03.06.01.P(2) 5, the sides of all the buildings (regardless of their adjacency to rights-of-way) shall be the same for all buildings.

19. The dimensional standards for the Mixed Use Area and the Commercial Area shall in accordance with the C-2 zoning district, subject to variances and other relief which may be subsequently approved by the City in accordance with the City’s Land Development Code.

20. The maximum density or square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable City ordinances and resolutions.

21. Applicant / Developer shall provide non-exclusive easement(s) at mutually-acceptable locations near the NE and SE corners of property at the intersection of Chancey Rd. and U.S. 39 (Paul S. Buchman) for the City’s future Industrial Gateway entryway signage.

22. The following monotony controls shall be provided unless otherwise approved by City staff as part of site plan or other approvals:

a. Mailbox kiosk(s) shall be approved by the U.S. Postal Service and will be provided as needed in the community.

b. A street tree plan shall be included at the time of construction plan submittal to be approved as part of the construction plan review. At least 2 trees must be provided between the residential unit and the street. The specific location of the required trees shall be determined at the final design of street-cross sections during the construction plan review. Existing trees that are preserved may be counted toward satisfaction of this requirement.

c. All 40 foot lot residential units shall include open porch area or covered entry on the front of the residential unit.

d. Entry features and proposed signage location shall be depicted on the construction plans, but signage will be reviewed separately by City staff pursuant to the City’s sign ordinance(s).

e. In order to avoid repetitive front elevations, residential units with the same front elevation shall not be located next to each other or directly across the street from each other.

f. No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

g. If the exterior of the residential unit is stucco, a portion of the exterior must contain a brick, stone, scored stucco banding or another type of siding accent. This requirement may be satisfied by (among other things) scored stucco and foam accents around windows and doors.

h. Front elevation exterior windows on every residential unit must contain a finish trim, shutters, muntins or mulleins to create accents. This requirement may be satisfied by (among other things) scored stucco and foam accents around window).

i. Home builders shall provide staggered front yard setbacks, not less than two feet on adjacent lots and shall be allowed to reduce the rear yard setback a distance equal to the additional front setback.

j. Roof shingles shall be dimensional type shingles. Commonly referred to as architectural shingles.

k. Decorative streetlights shall be used subject to approval of the applicable utility provider and manufacturer's design specification. Underground wiring may be used where such streetlights are not solar powered.

l. Individual retention ponds to provide perimeter landscaping in such locations and with such landscaping as reasonably approved by applicant/developer.

m. Unless otherwise approved by City staff as part of site plan or other approvals, lot fencing shall consist of Lakeland Style 6' PVC fence, either white or almond.

n. Applicant/developer shall provide a minimum landscape allowance per lot of 1.5% of the total construction cost and shall be verified by a certification from applicant/developer's engineer of record. The irrigation system to serve such landscaping and ground cover shall be included within such landscape costs.

o. Street/lot trees shall have a minimum 2" caliper, 6' height and consist of a Grade #1 tree.

p. Residential Landscape Buffers -

(1) Landscape Buffer Along Chancey Road - 20' foot wide buffer with a 2'- 3' high berm and a 6' high fence or masonry wall. There will be shade trees on center every 60' and alternating understory trees every 60', and a continuous evergreen hedge.

(2) Landscape Buffer Along Railroad - 20’ foot wide buffer with a 6’ high solid fence/wall. There will be shade trees on center every 60’ and alternating understory trees every 60’, and a continuous evergreen hedge.

(3) Landscape Buffer Along Western Property Line - 15’ foot wide buffer with a 6’ high fence/wall. There will be shade trees on center every 60’ and alternating understory trees every 60’, and a continuous evergreen hedge.

q. Non-Residential Landscape Buffers Along Chancey Road - 20’ foot wide buffer with trees on center every 30’ and a continuous evergreen hedge.

Procedures

23. All conditions of this PUD approval are material to the City Council approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and PUD approval shall be suspended until such time that the City Council modifies the PUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of

1) PUD entitlements that have received plat, Building Permit, or CO approval; or 2) any PUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for City Council-approved modifications to the PUD or the PUD conditions of approval shall not be considered challenges and decisions by the City Council regarding any modification or the like shall not have the effect of suspending the conditions and the PUD approval under any circumstances.

City of Zephyrhills
Planning Department
5335 8th Street | Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0006

PETITION – SIMULTANEOUS REVIEW

Annexation | Future Land Use Map Amendment(s) | Rezoning

This process is intended to ensure that requests meet the requirements of the City of Zephyrhills Land Development Code and adopted Comprehensive Plan pertaining to Annexations, Future Land Use Map amendments, and Zoning map amendments.

PLEASE NOTE: Site development/amendment plans, commercial checks, and other processes, permits, authorizations and fees may be applicable after the approval of a comprehensive plan amendment.

Procedure

Pre-application Meetings: Pre-application meetings are required prior to submitting this petition. To set up a pre-application meeting, please call the Planning Department at 813-780-0006. Petitions will not be accepted without a meeting.

Petition Submission: The deadline to submit petitions is the last business day of the month at 4:00 PM. Incomplete petitions will not be accepted unless written permission is received from the Planning Director or City Manager. Petitions received after the filing deadline will be held until the next Site Plan Review cycle unless written permission is received from the Planning Director or City Manager.

Site Plan Review Committee Meeting: Complete petitions filed at or before the deadline will be scheduled for review by the Site Plan Review Committee (SPRC). The SPRC will provide a recommendation or deny forwarding the petition to the Planning Commission. The SPRC meets regularly on the third (3rd) Tuesday of the month at 9:30 AM. An authorized representative must be in attendance for this meeting.

Planning Commission: Planning Commission meetings are held the 3rd Tuesday of the month at 6:00 PM. The Planning Department will give due public notice that a public hearing will be held by the Planning Commission to consider the petition request. Owners of property within 200 feet of the subject site will be notified of the request and invited to comment. The Petitioner, and/or his authorized representative(s) shall appear at the Planning Commission meeting. The Petitioner should be prepared to address the guidelines and standards for the petition. After considering the request, recommendation of the SPRC, and comments by the petitioner and public, the Planning Commission will make a recommendation to City Council to approve the petition as presented, approve the petition with conditions, or deny the request.

City Council: The recommendations of the Planning Commission and SPRC will be forwarded to the City Council. Staff will give a planning report where City Council will consider the recommendations of the Planning Commission and SPRC, and review the request. The City Council may then recommend that the City Attorney prepare an Ordinance for first reading and public hearing.

If the petition is for a large scale amendment (over 10 acres), the future land use petition, supporting documentation and ordinance will be forwarded to the Department of Economic Opportunity (DEO) and other applicable agencies for review and comment prior to adoption.

If the petition is for a small-scale amendment (under 10 acres), the ordinance will be scheduled for second reading and adoption at the next available City Council Meeting.

The City Council may vote to deny or approve the ordinance(s). City Council may impose conditions in addition to those of the Planning Commission.

Application Checklist

All required materials listed below shall be submitted in unison as one complete package. The City of Zephyrhills reserves the right to refuse incomplete applications and will not accept partial applications to meet filing deadline requests unless written approval is received from the Planning Director or City Manager prior to submittal.

REQUIRED MATERIALS

One (1) hard copy and (1) electronic copy, provided on a CD/DVD or flashdrive, or via a Dropbox or similar link, of the following information is required:

- ☐ **Petition Form, Permission to reproduce and applicable Agent Authorizations**
- ☐ **Petition Fees**
  PLEASE NOTE: For in-unison applications, multiple fees will be assessed.
- ☐ **Proof of Ownership**
- ☐ **Boundary Survey and Legal Description**
- ☐ **Surrounding Property Owners List and Envelopes**
  For the purpose of public notice, petitioners are required to provide the following:
  (1) A list of properties within a 200-foot radius of the subject property with the property address, parcel identification number, and owner's name and mailing address.
  (2) Stamped envelopes address to the property owners.
- ☐ **Environmental Report**
  To include an inventory of all Federal and State listed plant and animal species on the property.
- ☐ **Historic and Archaeological Resources Report**
  To include a map and inventory of all properties that may be impacted by the proposed project.
- ☐ **Justification Report**
  (1) Analysis for Compliance
    - Consistency with the Comprehensive Plan
    - Consistency with FL Statute Ch. 171
    - Consistency with the Land Development Code and City Ordinances
    - Surrounding Future Land Use and Zoning Analysis
    - Local Development Pattern: must show that the proposed amendment(s) will allow for logical and orderly development
    - Premature Development: must show that the proposed amendment(s) will not create premature development.

  (2) Suitability Analysis – data and analysis to support the project's suitability/compatibility relative to the site, adjacent uses, and public facilities (including water, sewer, fire, police, schools, and EMS).
  (3) Residential Impact Statement
  (4) Traffic Study – Please see the city's Land Development Code, Article VII, Part 7.03.00, Section 7.03.01
  (5) Utility Report – based on existing and proposed water/sewer capacity analysis.
  (6) Map Series
    - Recent aerial photograph of the site and surrounding area showing boundaries, source and date;
    - Location map;
    - Existing Future Land Use and Zoning maps;
    - Proposed Future Land Use and Zoning maps;
    - Natural Resource maps – soils, flood zones, aquifer recharge, wetlands, biological hotspots, etc.;
    - Transportation maps.

City of Zephyrhills
Planning Department
5335 8th Street | Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0006

OFFICE USE ONLY

File No. _____

Submittal Date _____

Project Name _____

PETITION – SIMULTANEOUS REVIEW

Annexation | Future Land Use Map Amendment(s) | Rezoning

PROJECT INFORMATION

PETITION TYPE: ☐ Annexation ☐ Future Land Use Map Amendment ■ Rezoning
Mark all that apply.

SUBJECT PROPERTY ADDRESS: 3356 Paul S. Buckman Hwy

PARCEL ID NUMBER(S): 23-26-21-0020-08000-0000

ACREAGE/SQ. FOOTAGE: 4.73

EXISTING FUTURE LAND USE: Mixed-Use

CURRENT LAND USE: Vacant

PROPOSED FUTURE LAND USE: Mixed-Use

PROPOSED USE: Self-Storage

EXISTING ZONING DESIGNATION: PUD

PROPOSED ZONING DESIGNATION: PUD (Modification)

CONTACT INFORMATION

PROPERTY OWNER: Gagne Robert H. Trust
FIRM:
ADDRESS: 4401 Gulf Shore Blvd. N# 1001,Naples, FL 34103
PHONE NUMBER(S): 727-517-9000 EMAIL: bobgagne1@aol.com

PETITIONER: Alejandro Zurita
FIRM: Land America, LLC.
ADDRESS: 101 Puglieses Way, Suite 200, Delray Beach, FL 33444
PHONE NUMBER(S): 561-454-1625 EMAIL: azurita@pulieseco.com

AUTHORIZED AGENT*: David Fleeman, PE
FIRM: Florida Design Consultants, Inc.
ADDRESS: 20525 Amberfield Drive, Suite 201, Land O' Lakes, FL 34638
PHONE NUMBER(S): 727-849-7588 EMAIL: dfleeman@fldesign.com

The Petitioner, as owner of the above described land does respectfully request the City of Zephyrhills to take all action necessary to process the COMPREHENSIVE PLAN/MAP AMENDMENT PETITION. The Petitioner, as owner and/or representative of the above described land agrees to pay all related costs associated with this petition, including but not limited to: advertisement fees and consultant review fees as well as future required development fees, permit fees, impact fees and other review process fees.

Submitted by (firm): Florida Design Consultants, Inc.

Signature: 

Print Name: David Fleeman, PE

Date: 6/29/2023

Owner Signature: _____

Print Name: _____

Date: _____

City of Zephyrhills
5335 8th Street | Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
(813) 780-0006

CONFIRMATION OF OWNERSHIP BY OWNER;

AND Authorization for Agent or Petitioner, *when a different entity*

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as Gagne Robert H. Trust
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a land use application for development. We hereby designate David Fleeman of Florida Design Consultants, Inc. as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as a new or amended authorization is delivered to the city.

Robert H. Gagne
Owner Signature

ROBERT H-GAGNE
Printed Name

Gagne Robert H. Trust
Name of owner entity if a Corporation, LLC, Partnership, or Trust

Trustee
Representative Capacity of person signing:
President or Vice President of a Corporation
Managing Member of LLC
General Partner
Trustee

4401 Gulfshore Blvd, N #1001, Naples, FL 34103
Address of Owner

STATE OF ~~FLORIDA~~) NH.

COUNTY OF ~~PASCO~~) Belknap

Sworn to (or affirmed) and subscribed before me this 30 day of June, 2023, by Robert H. Gagne ( ) who is personally known to me or
(capacity, if applicable)
produced FL drivers License as identification.

JENNIFER L. MOONEY
STATE OF
- MY -
COMMISSION
EXPIRES
NOV. 6,
2024
NEW HAMPSHIRE
NOTARY PUBLIC

Jennifer L Mooney
Notary Public
Notary Public – State of ~~Florida~~ NH.

My Commission Expires 11/6/24

Jennifer L Mooney
Name typed, stamped or printed

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20525 Amberfield Drive, Suite 201
Land O' Lakes, Florida 34638

800.532.1047
www.fldesign.com

July 20, 2023

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Re: Gagne PUD Modification

Dear Mr. Vandeberg:

The Gagne PUD Ordinance No. 1417-21 was approved on May 24, 2021. The Gagne PUD is a mixed-use development located on the north and southeast corners of Chancey Road and Paul S. Buchman Highway and is approximately 139.3 acres. The Gagne PUD is currently approved for 25,000 square feet of commercial uses, 150,000 square feet of mixed-uses, 80 multi-family/townhomes units, and 138 single-family units.

The applicant is requesting a modification to the Gagne PUD to allow for a 143,000 square feet self-storage facility on the designated Commercial Parcel. A Land Use Equivalency has been submitted with the application to exchange 7,200 square feet of commercial entitlements for 143,000 square feet of self-storage. The Land Use Trip Equivalency letter and attachment documents a trip generation comparative analysis supporting the referenced land use exchange based on PM peak hour new external trip generation, as evaluated using the data and procedures as documented in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th edition).

The following Modifications are requested for the Gagne PUD Master Plan:

- Development within the Commercial Parcel may include an indoor self-storage facility with a maximum height of 54'-3" above finished floor.
- As an alternative, the Applicant has prepared an alternative building façade (see attached exhibit) that reduces the maximum building height to 48'-10" feet above finished floor. The Applicant is willing to implement whichever façade that is preferred by the City.
- Commercial Parcel may utilize well and septic if municipal service is not available at the time of site development; however, development must connect to municipal water & sewer once service is available adjacent to the site.
- Streetlights in the residential areas shall be operated and maintained by a streetlight district or HOA.
- The access point for the Commercial Parcel was moved further east per meetings with FDOT and Pasco County Transportation Planning Department.
- A cross-access point has been added to the southern boundary of the Commercial Parcel at the urging of FDOT and Pasco County Transportation Planning Department.

The following revisions to the Conditions of Approval are requested as shown underlined below:

4. The developer(s) shall create: (i) a mandatory homeowner/property owner/condominium owner association for the residential development, or (ii) for any commercial development consisting of more than 2 separately owned parcels, a mandatory merchants association; each in the form of a nonprofit corporation(s) registered with the State of Florida, Secretary of State, or, if approved, by the City of Zephyrhills City Council, a Community Development District (CDD). To the extent required above, the association(s) or CDD shall, taken collectively, encompass the entire boundaries of the PUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board) – if applicable. The developer(s) shall convey in fee simple to the association(s) or the ~~District~~ CDD, for ownership and maintenance, any open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the City. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowner/property owner/condominium owner/merchants association or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Planning Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD that funded such improvements as applicable.

15. The permitted primary uses include the uses set forth below.

B. Commercial Area – Permitted primary uses shall include, without limitation:

1. Hotel
2. Retail
3. Office; and
4. Indoor Self-Storage Unit
   a) Maximum Height: 54'-3" (above finished floor)
   b) Minimum Setbacks – Front: 25', side: 10', and rear: 10'
5. Other uses permitted by the C-2 zoning district, provided that auction houses, flea markets, RV/Boat storage and vehicle rentals are not permitted uses.

If you have any comments or questions, please contact me at dfleeman@fldesign.com or 727-849-7588.

Sincerely,

David Fleeman, PE
Vice President, Director of Engineering

c: File 2021-0031-10.01

k:\1120\2022-0006\outbox\zephyrhills\2023-07-xx_pud modification\vandeberg_pud modification_06.29.2023.docx

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Letter of Transmittal

Attn:	Todd Vandeberg Planning Director	**Date:**	July 20, 2023
Address:	City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	**Job/Project No:**	
Re:	Gagne PUD Modification Petition	**From:**	David Fleeman, PE

Sent Via:

☐ USPS ☒ FedEx ☐ Courier

# of Copies	# of Pages	Description
1	20	FDC Submittal for RFI 2023-06
	1	Submittal Fee Check (52863) for $500.00

Reason as Checked Below:

☒ For Approval ☐ For Signature ☐ For your use
☐ As Requested ☐ Approved as noted ☐ Other: _____
☐ For Review and Comment

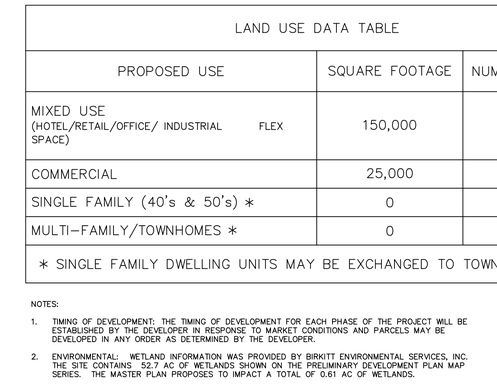
v:\gagne pud\self storage pud modification\submittal application gagne pud modification 10.17.22\lot_07320.2023.docx

If enclosures are not as noted, kindly inform us at once
20525 Amberfield Drive, Suite 201 • Land O Lakes, FL 34638
Phone: (727) 849-7588 • Fax: (727) 848-3648

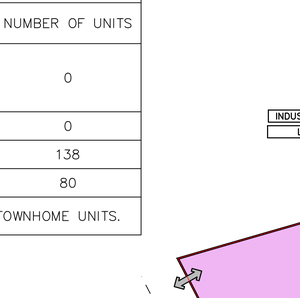
LAND USE DATA TABLE		
PROPOSED USE	SQUARE FOOTAGE	NUMBER OF UNITS
MIXED USE (HOTEL/RETAIL/OFFICE/ INDUSTRIAL FLEX SPACE)	150,000	0
COMMERCIAL	25,000	0
SINGLE FAMILY (40's & 50's) *	0	138
MULTI-FAMILY/TOWNHOMES *	0	80
* SINGLE FAMILY DWELLING UNITS MAY BE EXCHANGED TO TOWNHOME UNITS.		

NOTES:

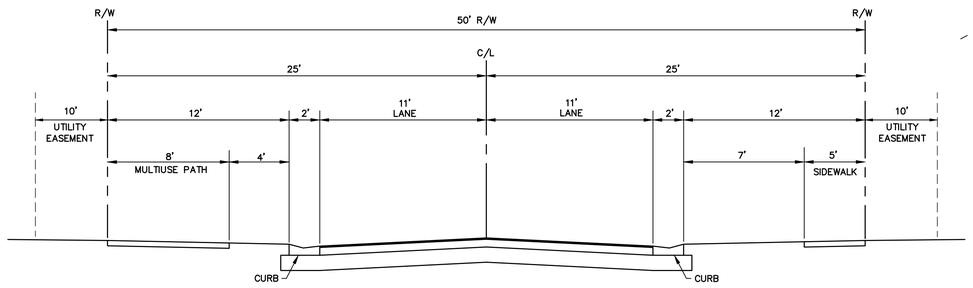
1. TIMING OF DEVELOPMENT: THE TIMING OF DEVELOPMENT FOR EACH PHASE OF THE PROJECT WILL BE ESTABLISHED BY THE DEVELOPER IN RESPONSE TO MARKET CONDITIONS AND PARCELS MAY BE DEVELOPED IN ANY ORDER AS DETERMINED BY THE DEVELOPER.
2. ENVIRONMENTAL: WETLAND INFORMATION WAS PROVIDED BY BIRKITT ENVIRONMENTAL SERVICES, INC. THE SITE CONTAINS 52.7 AC OF WETLANDS SHOWN ON THE PRELIMINARY DEVELOPMENT PLAN MAP SERIES. THE MASTER PLAN PROPOSES TO IMPACT A TOTAL OF 0.61 AC OF WETLANDS.
3. WATER AND WASTEWATER UTILITIES: TO BE PROVIDED BY PASCO COUNTY AND CITY OF ZEPHYRHILLS.
4. PROVISION FOR MAINTENANCE OF COMMON AREAS: THE DEVELOPER SHALL ESTABLISH LEGAL ENTITIES FOR THE MAINTENANCE OF COMMON AREAS WITHIN THE PROJECT.
5. INTERIM USES: AGRICULTURAL USES ARE ALLOWED ON THE SITE PRIOR TO CONSTRUCTION AND UNTIL THE SITE IS DEVELOPED.
6. PEDESTRIAN/BICYCLE CONNECTIVITY: SIDEWALKS AND MULTI-USE TRAIL CONNECTIVITY SHALL BE PROVIDED AS DEPICTED ON THE PRELIMINARY DEVELOPMENT PLAN. SIDEWALKS AND MULTI-USE PATHS INTERNAL TO THE PROJECT SHALL BE IN COMPLIANCE WITH LDC REQUIREMENTS. THE ZEPHYRHILLS PLANNED PEDESTRIAN CONNECTIVITY TRAIL ALONG CHANCEY ROAD WILL BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT AND WILL REQUIRE A PASCO COUNTY RIGHT-OF-WAY USE PERMIT.
7. NEIGHBORHOOD PARKS: THERE WILL BE 2.0 ACRES OF NEIGHBORHOOD PARK PROVIDED FOR THE DEVELOPMENT AS DEPICTED ON THE PRELIMINARY DEVELOPMENT PLAN. RECREATION SITE DEVELOPMENT STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE AND THE PARK IMPACT FEE ORDINANCE AS AMENDED.
8. ACCESS POINTS: THE ACCESS POINTS SHOWN ON THE PRELIMINARY DEVELOPMENT PLAN ARE CONCEPTUAL ONLY. PERMANENT PLACEMENT OF EACH ACCESS POINT SHALL BE DETERMINED AT THE TIME OF REVIEW WITH THE CORRESPONDING FINAL DEVELOPMENT PLAN AND SHALL MEET ESTABLISHED ACCESS-MANAGEMENT CRITERIA.
9. LANDSCAPE BUFFERS: ALL LANDSCAPE BUFFERS SHALL BE PROVIDED AS SHOWN ON THE PRELIMINARY DEVELOPMENT PLAN. AN ENHANCED BUFFER WITH SOUND MITIGATION WILL BE PROVIDED TO THE EAST OF THE MULTI-FAMILY/TOWNHOMES SITE TO PROVIDE BUFFERING FROM THE RAIL ROAD. DETAILED LANDSCAPE BUFFERS AND FENCING SHALL BE SHOWN ON THE FINAL DEVELOPMENT PLAN.
10. SIGNAGE: ENTRY FEATURES AND SIGNAGE SHALL BE SHOWN ON FINAL DEVELOPMENT PLAN.
11. LIGHTING: STREET LIGHTS, IN THE RESIDENTIAL AREAS, SHALL BE OPERATED AND MAINTAINED BY A STREET LIGHTING DISTRICT OR HOMEOWNER'S ASSOCIATION.
12. ACREAGES ARE APPROXIMATE AND SUBJECT TO CHANGE DURING FINAL DEVELOPMENT REVIEW.
13. DEVELOPMENT WITHIN COMMERCIAL PARCEL MAY INCLUDE INDOOR SELF-STORAGE FACILITY WITH A MAXIMUM HEIGHT OF 54'-3" (ABOVE FINISHED FLOOR).
14. COMMERCIAL PARCEL MAY UTILIZE WELL & SEPTIC IF MUNICIPAL SERVICE IS NOT AVAILABLE AT THE TIME OF SITE DEVELOPMENT; HOWEVER, DEVELOPMENT MUST CONNECT TO MUNICIPAL WATER & SEWER ONCE SERVICE IS AVAILABLE ADJACENT TO SITE.



TYPICAL TOWNHOUSE LAYOUT
4, 6 & 8 UNIT BUILDINGS
35' MAX. BUILDING HEIGHT
NTS



TYPICAL SINGLE FAMILY LAYOUT (40' OR 50' x 115')
NTS



50' TYPICAL INTERNAL RIGHT-OF-WAY
NTS

WATER DEMAND			
PROPOSED USE	SF/UNITS	AVERAGE DAY WATER DEMAND	WATER DEMAND (GPD)
MIXED USE (HOTEL/RETAIL/OFFICE/ INDUSTRIAL FLEX SPACE)	150,000 SF	0.15 gpd/sf	22,500
COMMERCIAL	25,000 SF	0.15 gpd/sf	3,750
SINGLE FAMILY	138 UNITS	215 gpd/ERU	29,670
MULTI-FAMILY/TOWNHOMES	80 UNITS	175 gpd/ERU	14,000

WASTEWATER DEMAND			
PROPOSED USE	SF/UNITS	AVERAGE DAY WASTE WATER DEMAND	WASTE WATER DEMAND (GPD)
MIXED USE (HOTEL/RETAIL/OFFICE/ INDUSTRIAL FLEX SPACE)	150,000 SF	0.14 gpd/sf	21,000
COMMERCIAL	25,000 SF	0.14 gpd/sf	3,500
SINGLE FAMILY	138 UNITS	200 gpd/ERU	27,600
MULT-IFAMILY/TOWNHOMES	80 UNITS	170 gpd/ERU	13,600

PROJECT NAME:

GAGNE PARCEL ZEPHYRHILLS

SHEET NAME:

PLANNED UNIT DEVELOPMENT MODIFICATION

PREPARED FOR:

LAND AMERICA, LLC.

DRAWING INDEX

1	PLANNED UNIT DEVELOPMENT REZONING AMENDMENT PLAN/PRELIMINARY DEVELOPMENT PLAN
2-3	REZONING AMENDMENT MAP SERIES
4	LEGAL DESCRIPTION
5	LANDSCAPE BUFFERS

LEGEND

	SINGLE FAMILY 40's	24.5 AC.
	50's	
	MULTI-FAMILY/TOWNHOMES	7.5 AC.
	COMMERCIAL	3.4 AC.
	MIXED USE	21.1 AC.
	PONDS/FLOODPLAIN/WETLAND MITIGATION	10.0 AC.
	WETLANDS	49.5 AC.
	PARKS	2.0 AC.
	OPEN SPACE	21.3 AC.
	TOTAL AREA	139.3 AC.

IMPACTED WETLANDS (0.61 AC.)
10' ZEPHYRHILLS PLANNED CONNECTIVITY TRAIL
8' MULTI-USE PATH (INTERNAL TO THE DEVELOPMENT)
5' SIDEWALK
20' BUFFER WITH SOUND MITIGATION
CROSS ACCESS
ACCESS POINTS
INDUSTRIAL / LI — FUTURE LAND USE / ZONING

N

0 100 200 400

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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
02/25/2021	07/03/2023	CMW	1 of 5

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PROJECT NAME:

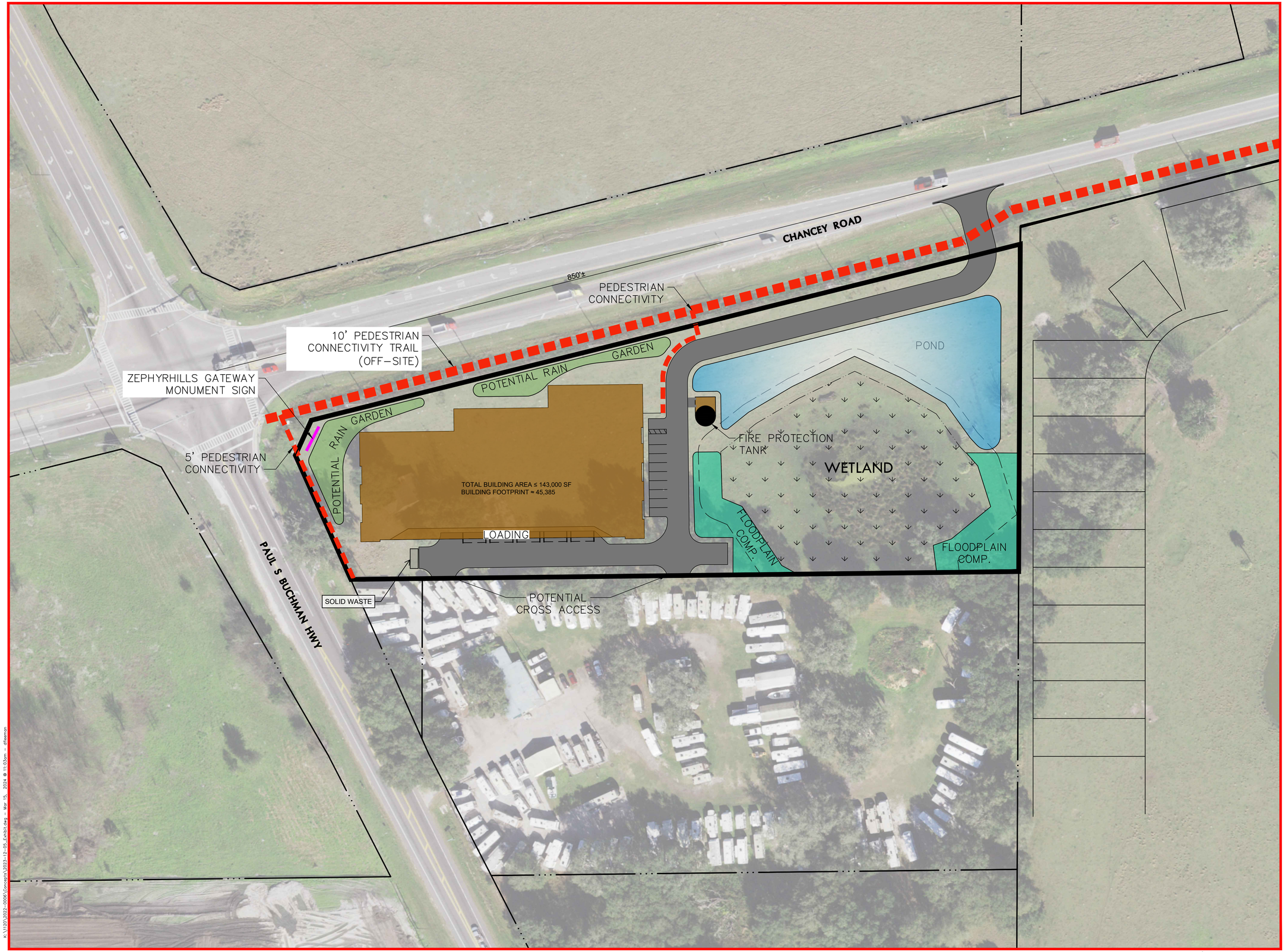
ZEPHYRHILLS GAGNE PARCEL

SHEET NAME:

CONCEPT PLAN

PREPARED FOR:

LAND AMERICA



SITE DATA:

SITE = 4.8 ±AC

APPROX WETLAND AREA = 1.3± AC

PARKING = 10 SPACES + LOADING

BLDG COVERAGE 30±%
(NOT INCLUDING WETLAND)

FAR = 0.22

BLDG HEIGHT 3-STORY

ZONING: PUD

N

0 25 50 100

DISCLAIMER:
THIS CONCEPT PLAN IS PRELIMINARY AND SUBJECT TO CHANGE WITH DETAILED DESIGN/PERMITTING AND WETLAND DELINEATION. NO FIELD VERIFICATIONS WERE PERFORMED FOR THIS PLAN.

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03/08/2022	03/15/2024	BW	1

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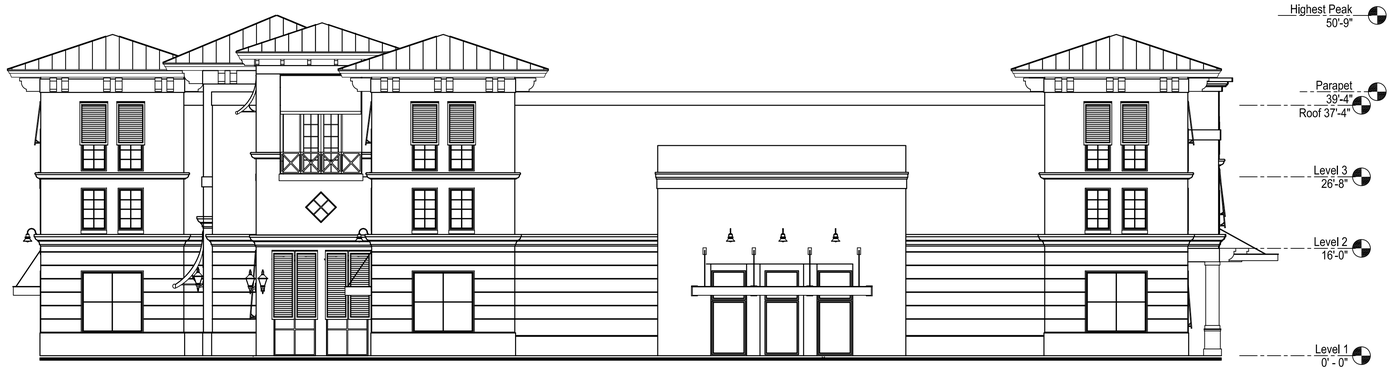
ZEPHYR HILLS

SITE PLAN



FRONT ELEVATION

SCALE: 3/32" = 1'-0



RIGHT ELEVATION

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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Seal

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28225 Highway 74
Evergreen, CO 80439

321-271-0748
GoodEdward.com

Sheet Title: ELEVATIONS

Project: SELF STORAGE - ZEPHYR HILLS
ZEPHYR HILLS, FLORIDA

Scale	Job No.
3/32" = 1'-0"	2023-00312
Date	Drawn By
2/26/24	

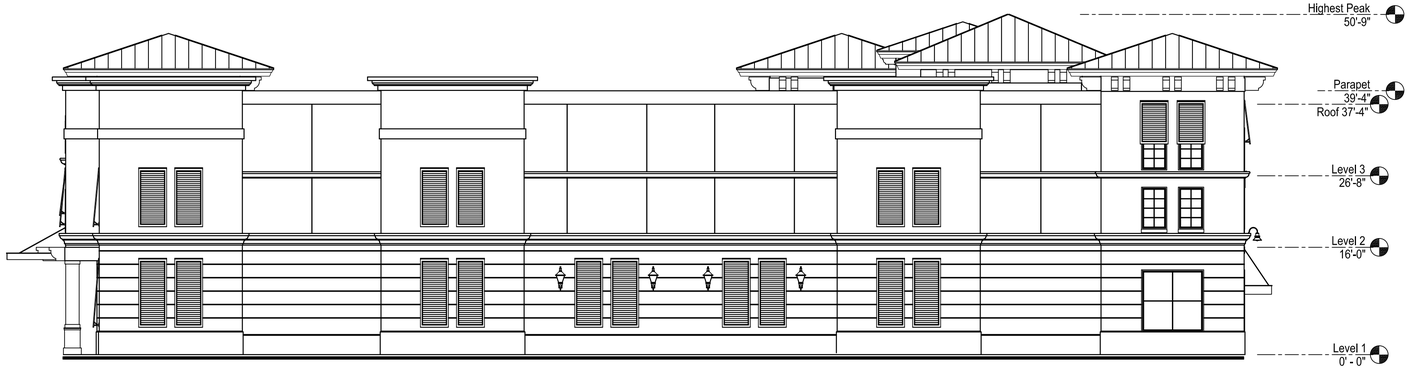
Sheet No.

A400



REAR ELEVATION

SCALE: 3/32" = 1'-0



LEFT ELEVATION

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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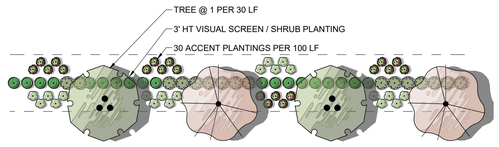
Sheet No.

A500

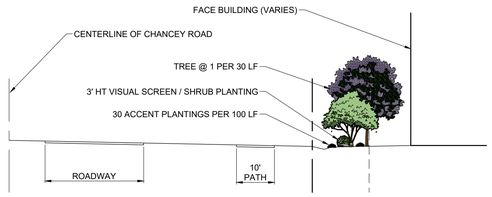








CONCEPTUAL 15' BUFFER LANDSCAPING
SCALE: 1" = 20'



SECTION - CONCEPTUAL 15' BUFFER LANDSCAPING
SCALE: 1" = 20'

PROJECT NAME:

ZEPHYRHILLS GAGNE PARCEL

SHEET NAME:

CONCEPTUAL LANDSCAPE RENDERING

PREPARED FOR:

LAND AMERICA

LEGEND

- SHADE TREE
- EVERGREEN TREE
- UNDER STORY TREE
- EVERGREEN SHRUB
- FLOWERING SHRUB
- LARGE FLOWERING SHRUB

DISCLAIMER:
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CREATION DATE:	REVISED DATE:	DRAWN BY:	SHEET NUMBER:
05/07/2024	05/10/2024	JT/RR	1

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City of Zephyrhills
Planning Department
5335 8th Street | Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0006

CONDITIONAL USE PETITION

This process is intended to ensure that requests meet the requirements of the City of Zephyrhills Land Development Code, Article XI, Part 11.10.00 concerning conditional use requests. A conditional use is not permitted as of right and approval from the Zephyrhills City Council must be obtained with level three review prior to the commencement of any conditional use. Conditional uses may only be located as seen in Table 2.02.01 of the city's adopted Land Development Code.

PLEASE NOTE: Site development/amendment plans, commercial checks, and other processes, permits, authorizations and fees may be applicable after the approval of a conditional use but are not included in this petition application.

Time Limitation

Approved Conditional Uses expire 12 months after the date of approval, unless a building permit or commercial check has been issued or initiated within the 12-month period. *See the city's Land Development Code, Article XI, Part 11.10.02 (B).*

Procedure

Pre-application Meetings: Pre-application meetings are required prior to submitting this petition. To set up a pre-application meeting, please call the Planning Department at 813-780-0006. Petitions will not be accepted without a meeting.

Petition Submission: The deadline to submit petitions is the last business day of the month at 4:00 PM. Incomplete petitions will not be accepted. Petitions received after the filing deadline will be held until the next Site Plan Review cycle.

Site Plan Review Committee Meeting: Complete petitions filed at or before the deadline will be scheduled for review by the Site Plan Review Committee (SPRC). The SPRC will provide a recommendation or deny forwarding the petition to the Planning Commission. The SPRC meets regularly on the third (3rd) Wednesday of the month at 9:30 AM. An authorized representative must be in attendance for this meeting.

Planning Commission: Planning Commission meetings are held the 3rd Tuesday of the month at 6:00 PM. The Planning Department will give due public notice that a public hearing will be held by the Planning Commission to consider the petition request. Owners of property within 150 feet of the subject site will be notified of the request and invited to comment. The Petitioner, and/or his authorized representative(s) shall appear at the Planning Commission meeting. The Petitioner should be prepared to address the guidelines and standards for the conditional use. After considering the request, recommendation of the SPRC, and comments by the petitioner and public, the Planning Commission will make a recommendation to City Council to approve the petition as presented, approve the petition with conditions, or deny the request.

City Council: The recommendations of the Planning Commission and SPRC will be forwarded to the City Council. Staff will give a planning report where City Council will consider the recommendations of the Planning Commission and SPRC, and review the request. The City Council may recommend that the City Attorney create a resolution pertaining to the petition to be read at the next City Council meeting at a public hearing. A sign will be placed on the subject property notifying the general public of the hearings. At the public hearing, the City Council may vote to approve the resolution as presented, approve the resolution with conditions, or deny the petition request.

Application Checklist

All required materials listed below shall be submitted in unison as one complete package. The City of Zephyrhills reserves the right to refuse incomplete applications and will not accept partial applications to meet filing deadline requests unless written approval is received from the Planning Director or City Manager prior to submittal.

REQUIRED MATERIALS

One (1) hard copy and (1) electronic copy, provided on a CD/DVD or flashdrive, or via a Dropbox or similar link, of the following information is required:

- ☐ **Petition Form, Permission to reproduce and applicable Agent Authorizations**
- ☐ **Petition Fee** ($800)
- ☐ **Proof of Ownership**
- ☐ **Boundary Survey and Legal Description**
- ☐ **Surrounding Property Owners List and Envelopes**

  For the purpose of public notice, petitioners are required to provide the following:

  (1) A list of properties within a 200-foot radius of the subject property with the property address, parcel identification number, and owner's name and mailing address.

  (2) Stamped envelopes address to the property owners.
- ☐ **Residential Impact Statement**
- ☐ **Environmental Report**

  To include an inventory of all Federal and State listed plant and animal species on the property.
- ☐ **Historic and Archaeological Resources Report**

  To include a map and inventory of all properties that may be impacted by the proposed project.
- ☐ **Residential Impact Statement**

  Justification Report

  (1) Analysis for Compliance
  - Consistency with the Comprehensive Plan
  - Consistency with the Land Development Code and City Ordinances
  - Surrounding Future Land Use and Zoning Analysis
  - Statement of Compliance with Land Development Code, Section 11.10.01(B)
    (a) The proposed use will not adversely affect or contribute to the deterioration of quality of life or property values in the immediate neighborhood;
    (b) The proposed use is consistent with the character of and existing land use patterns in the surrounding area;
    (c) The proposed use will not create or excessively increase traffic or parking congestion, or otherwise affect public safety;
    (d) The site upon which the proposed use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas;
    (e) The site upon which the proposed use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas;
    (f) The proposed site meets the applicable requirements of the zoning district in which it is located;
    (g) Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic;
    (h) The proposed use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.

  (2) Map Series
  - Recent aerial photograph of the site and surrounding area showing boundaries, source and date;
  - Existing Future Land Use and Zoning maps;
  - Natural Resource maps – soils, flood zones, aquifer recharge, wetlands, biological hotspots, etc.;
  - Transportation maps.
- ☐ **Concept Plan**

  If the proposed Conditional Use will be followed with site improvements or a new site development plan, a concept plan is required to be submitted with this application. Upon approval of the Conditional Use Petition, the applicant may then apply for Site Plan Review.

  Statement of Use

  Submit a detailed, summary statement of the proposed use to be conducted on the subject property.

City of Zephyrhills
Planning Department
5335 8th Street | Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0006

OFFICE USE ONLY

File No. _____

Submittal Date _____

Project Name _____

CONDITIONAL USE PETITION FORM

PROJECT INFORMATION

PROJECT NAME: BAUDUCCO FOODS

SUBJECT PROPERTY ADDRESS: WEST OF CHANCEY ROAD, SOUTH OF 6TH AVENUE

PARCEL ID NUMBER(S): 07-26-22-0000-00100-0012 AND 18-26-22-0010-00500-0000

ACREAGE/SQ. FOOTAGE: 75.8± ACRES **ZONING CLASSIFICATION** LIGHT INDUSTRIAL

CURRENT LAND USE: VACANT **FUTURE LAND USE CLASSIFICATION** INDUSTRIAL

PROPOSED USE: MANUFACTURING WAREHOUSE

CONTACT INFORMATION

PROPERTY OWNER: RICARDO YUKI
FIRM: ELLECE USA 19, INC (BAUDUCCO FOODS)
ADDRESS: 1750 NW 133RD AVE., MIAMI, FL 33182
PHONE NUMBER(S): 305-477-9270 EMAIL: StefanoM@bauduccofoods.com

PETITIONER: RICARDO YUKI
FIRM: ELLECE USA 19, INC (BAUDUCCO FOODS)
ADDRESS: 1750 NW 133RD AVE., MIAMI, FL 33182
PHONE NUMBER(S): 305-477-9270 EMAIL: StefanoM@bauduccofoods.com

AUTHORIZED AGENT: GREGORY R. CRAWFORD
FIRM: FLORIDA ENGINEERING GROUP, INC
ADDRESS: 5127 S. ORANGE AVENUE, SUITE 200, ORLANDO, FL 32809
PHONE NUMBER(S): 407-895-0324 EMAIL: gcrawford@feg-inc.us

The Petitioner, as owner of the above described land does respectfully request the City of Zephyrhills to take all action necessary to process the CONDITIONAL USE. The Petitioner, as owner and/or representative of the above described land agrees to pay all related costs associated with this petition, including but not limited to: advertisement fees and consultant review fees as well as future required development fees, permit fees, impact fees and other review process fees.

Submitted by (firm): ELLECE USA 19, INC (BAUDUCCO FOODS)

Signature: _____ **Owner Signature:** _____

Print Name: RICARDO YUKI **Print Name:** RICARDO YUKI

Date: 02/09/2024 **Date:** 02/09/2024

FW: (23-101) Bauducco Foods - Progress Set

Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Mon 4/22/2024 12:50 PM
To:Carlos Maldonado <CMaldonado@ci.zephyrhills.fl.us>

Carlos,

Can you please include this email in the Bauducco site plan case file? Thanks,

Todd Vandeberg
Planning Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0006 x3505
FAX: 813-780-0005
ci.zephyrhills.fl.us

Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Craig Cornelison <craig@cornelison-eng.com>
Sent: Friday, April 19, 2024 2:12 PM
To: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Subject: RE: (23-101) Bauducco Foods - Progress Set

EXTERNAL EMAIL

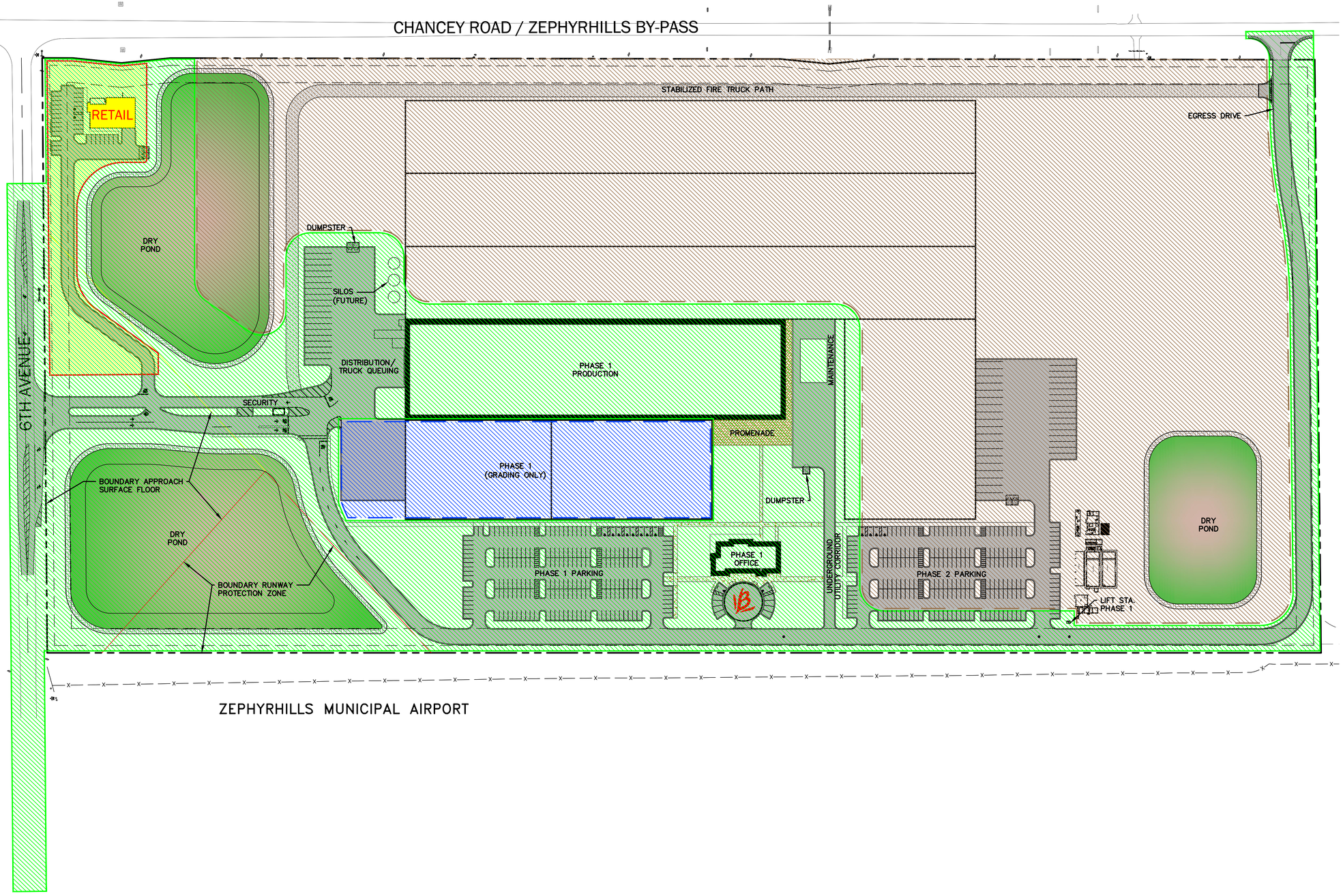
I looked at the plans and didn't see anything that was out of line. The right turn lane on 6th seemed a little short, but that would be subject to final plans. It was a little unclear what they were proposing. I am guessing that the shaded areas are future phases. Hopefully the final plans will clarify that. The notes seem to need to be updated, which would help clarify what is being proposed. Since it is just a progress set, I didn't really go through them in detail.

If you need me to look a little further, just let me know.

Craig L. Cornelison, P.E. (FL, AL, NC, SC, TN)

CORNELISON ENGINEERING & DESIGN, INC.
7810 Gall Boulevard #409
Zephyrhills, FL 33541
Tel: 813-788-7835, Ext. 102
Cell: 863-581-1590
craig@cornelison-eng.com
LinkedIn profile

From: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Sent: Friday, April 12, 2024 4:45 PM



GRAPHIC SCALE

100' 0 50' 100' 200'

1" = 100'

- PHASE 1
- PHASE 1A
- PHASE 1 UNTOUCHED LANDS
- PHASE 1 BUILDING PAD READY GRADING ONLY
- PHASE 2
- FUTURE PHASES

DATE	REVISIONS	BY	CHECKED

PHASE PLAN
BAUDUCCO FOODS
6th AVENUE/CHANCEY ROAD
ZEPHYRHILLS, FLORIDA

FEG FLORIDA ENGINEERING GROUP
Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

OVERALL SITE PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
CPN	CPN	GRC	GRC

PROJECT NO. 23-101
SCALE 1" = 100'
DATE FEBRUARY 07, 2024
SHEET NO. C-6
SHEET 6 OF 1

23-101 OverallSitePlan.dwg

Walker Design

BAUDUCCO FOODS
PRESENTATION TO THE CITY OF ZEPHYRHILLS
07.16.2024

PRESENTATION TO THE CITY OF ZEPHYRHILLS

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Final product and product specifications to be contained within Construction Documents.

PROJECT VISUALIZATION

An exhibition of the main exterior features from the buildings within the Bauducco Industrial Campus

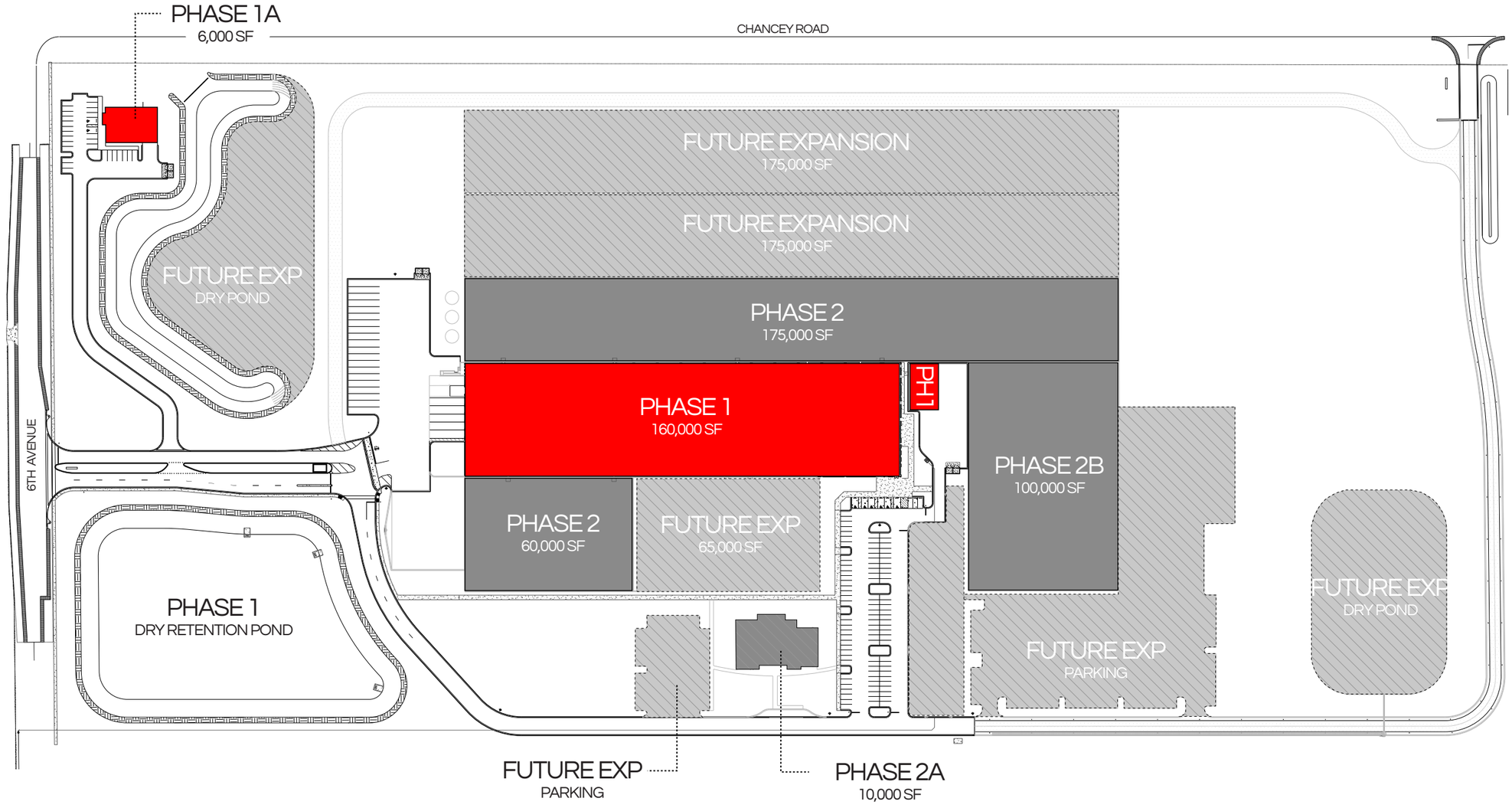
SITE LOCATION



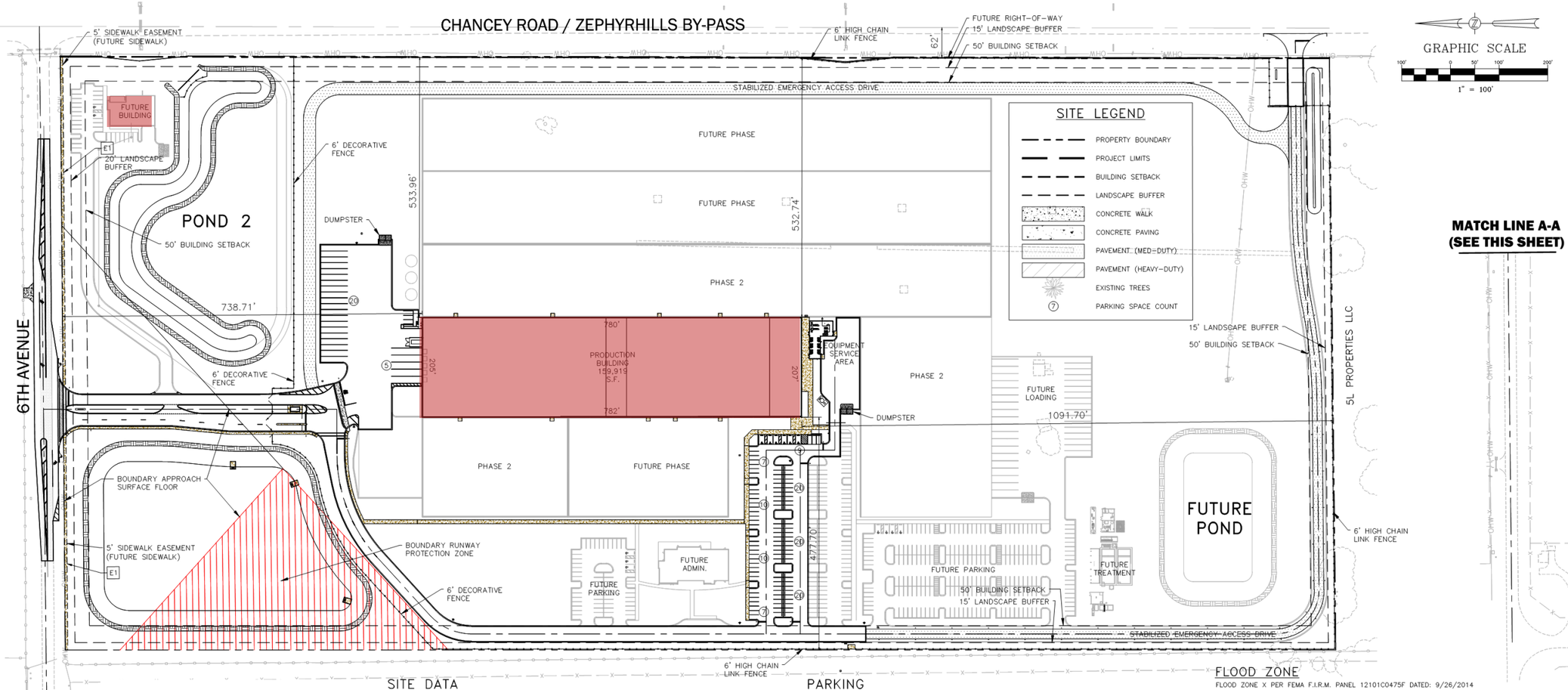
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07.16.2024

SITE DEVELOPMENT



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ZEPHYRHILLS MUNICIPAL AIRPORT

MATCH LINE A-A (SEE THIS SHEET)

EASEMENT KEYNOTES

E1: 5' SIDEWALK EASEMENT

SITE DATA

PROPERTY LOCATION: CHANCEY ROAD AND 6TH AVENUE ZEPHYRHILLS, FL

EXISTING PROPERTY ZONING: LIGHT INDUSTRIAL (LI)
PROPOSED PROPERTY ZONING: LIGHT INDUSTRIAL (LI)

PROPERTY FUTURE LAND USE DESIGNATION: INDUSTRIAL
EXISTING USE: VACANT
PROPOSED USE: MANUFACTURING
TOTAL AREA: 72.866± ACRES
PROJECT AREA: (PHASE 1) 40.00± ACRES

PROPOSED BUILDING: 159,912 S.F.
PROPOSED GROSS FLOOR AREA:

BUILDING SETBACKS (REQUIRED)

FRONT	(NORTH)	50'
SIDE	(SOUTH)	20'
SIDE	(EAST)	50'
STREET SIDE	(WEST)	40'

BUILDING SETBACKS (PROPOSED)

FRONT	(NORTH)	738.71'
SIDE	(SOUTH)	1,091.70
SIDE	(EAST)	533.96'
REAR	(WEST)	477.70'

MAXIMUM ALLOWABLE BUILDING HEIGHT: 63'
BUILDING HEIGHT (PROPOSED): 42'

BUILDING CONSTRUCTION TYPE
TYPE 2B (II (111)), UNPROTECTED – FULLY SPRINKLERED

MAXIMUM ALLOWABLE FAR: 0.50 PROPOSED: 0.05

MAXIMUM ALLOWABLE ISR: 0.85 PROPOSED: 0.13

PARKING

PARKING REQUIRED

1 SPACES PER 2 EMP	100 SPACES
TOTAL PARKING REQUIRED	100 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP	4 SPACES

PARKING PROVIDED

STANDARD PARKING SPACES	97 SPACES
HANDICAP PARKING	6 SPACES
TRUCK PARKING	25 SPACES
TOTAL PARKING PROVIDED	128 SPACES

SITE AREA CALCULATIONS

	EXISTING		PROPOSED		
BUILDING	0 S.F.		159,919 S.F.		
PAVING/SIDEWALK	0 S.F.		108,367 S.F.		
IMPERVIOUS AREA	0 S.F.	0 AC. 000.00 %	268,286 S.F.	6.16 AC.	8.45 %
PERVIOUS AREA	3,174,054 S.F.	72.866 AC. 100.00 %	2,905,768 S.F.	66.71 AC.	91.55 %
TOTAL SITE AREA	3,174,054 S.F.	72.866 AC. 100.00 %	3,174,054 S.F.	72.87 AC.	100.00 %

ITE TRIP GENERATION

DESCRIPTION	ITE CODE	ADT	PM	AM
MANUFACTURING	140	683	132	101

FEG FLORIDA ENGINEERING GROUP
Engineering the Future

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12101C0475F DATED: 9/26/2014

SOILS

1 – WAUCHULA FINE SAND, 0 TO 5 PERCENT SLOPES
6 – TAVARES SAND, 0 TO 5 PERCENT SLOPES
12 – ASTATULA FINE SANDS, 0 TO 5 PERCENT SLOPES

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT AREA.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF ZEPHYRHILLS – SITE DEVELOPMENT PLAN COMMERCIAL DESIGN STANDARDS.

COMMERCIAL DESIGN STANDARDS NOTE

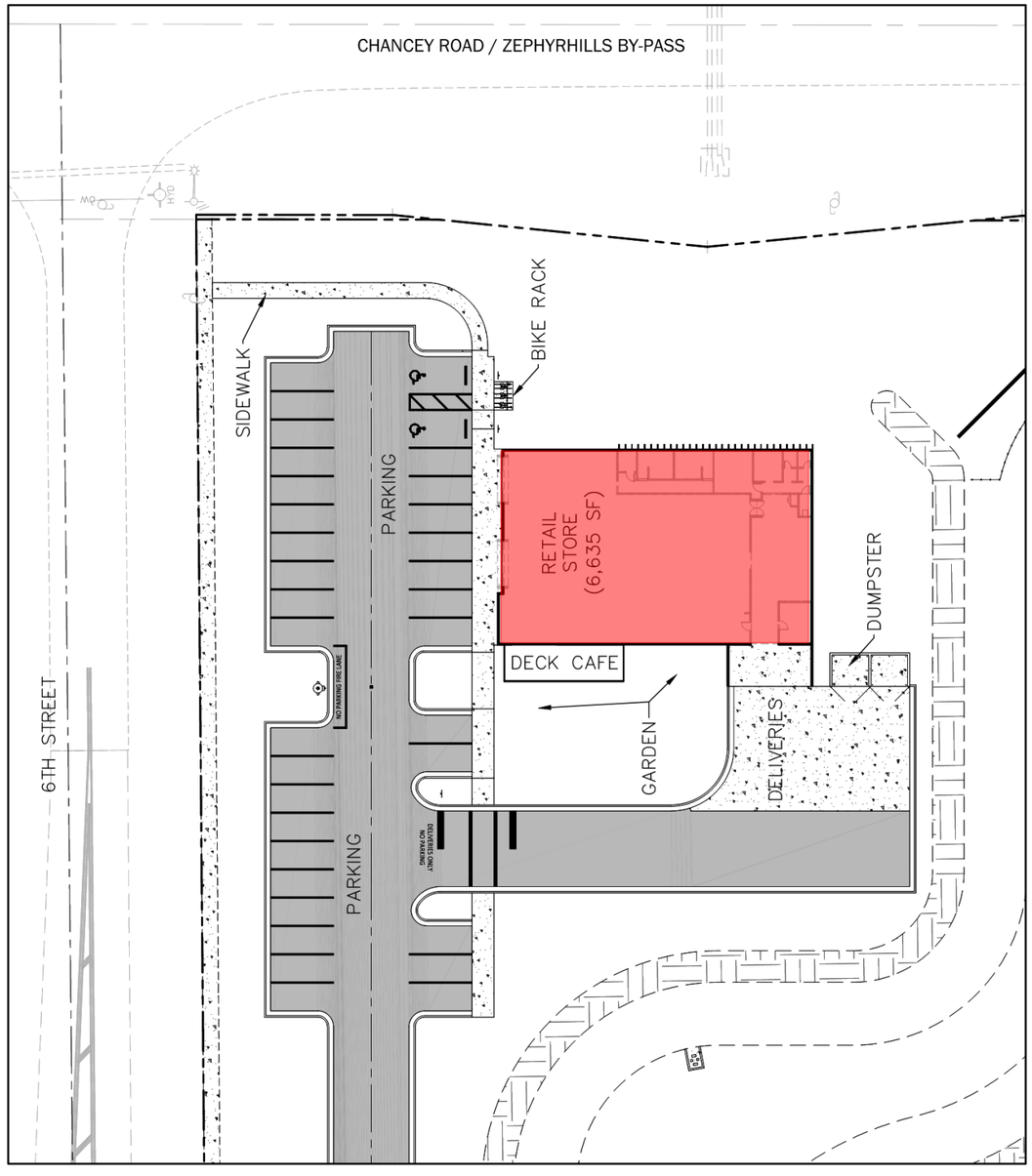
THE PROJECT SHALL COMPLY WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE CITY OF ZEPHYRHILLS – SITE DEVELOPMENT PLAN LAND DEVELOPMENT CODE.

DUMPSTER NOTE

THE DUMPSTER SHALL HAVE OPAQUE GATING AND THE WALL SHALL HAVE A DECORATIVE CONCRETE CAP. WALL SHALL BE ARCHITECTURALLY COMPATIBLE MATERIAL TO THE PRINCIPLE BUILDING.

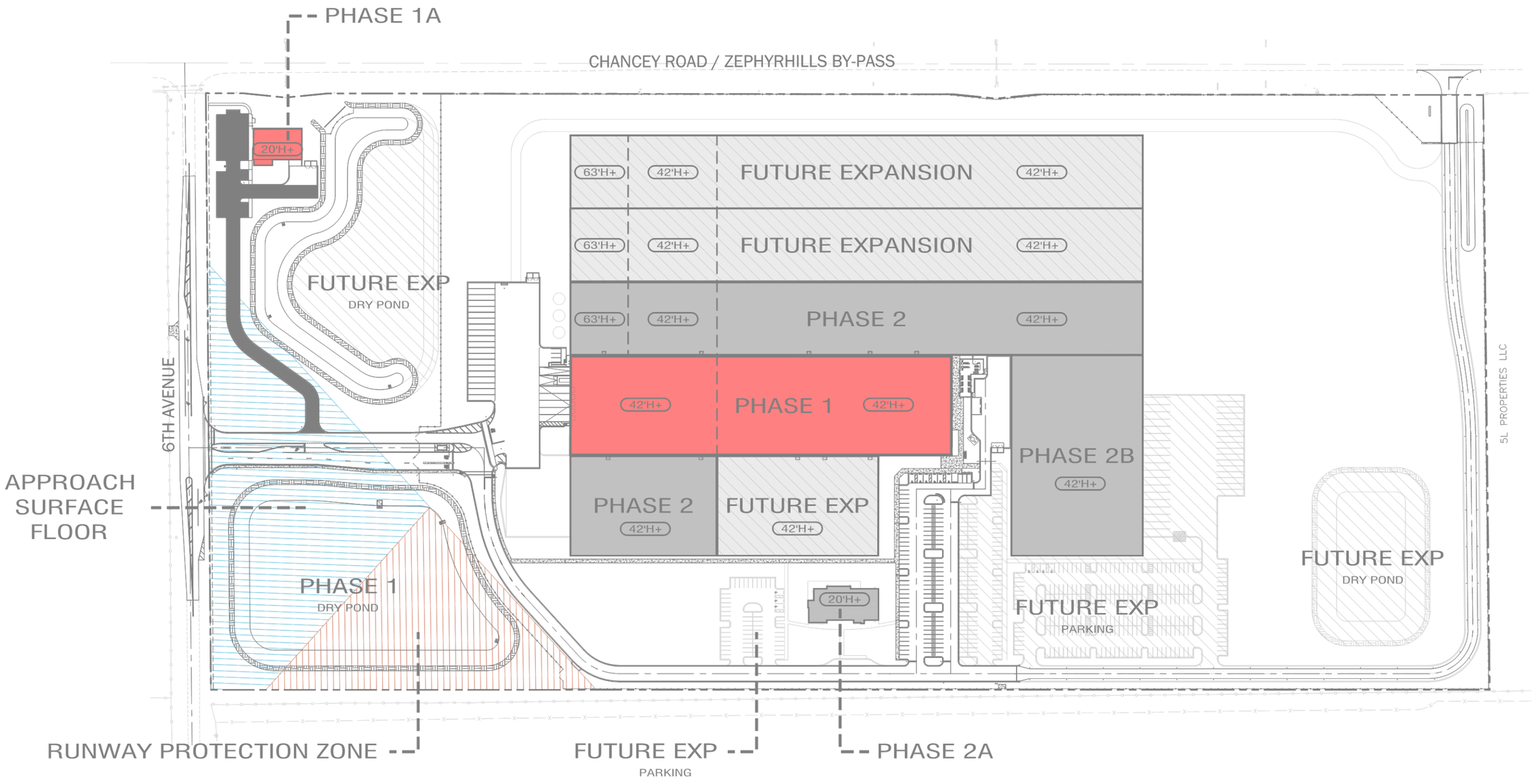
SIGNAGE NOTE

BILLBOARDS & POLE SIGNS SHALL BE PROHIBITED. GROUND & FASCIA SIGNS SHALL BE PER CITY OF ZEPHYRHILLS – SITE DEVELOPMENT PLAN LAND DEVELOPMENT CODE.



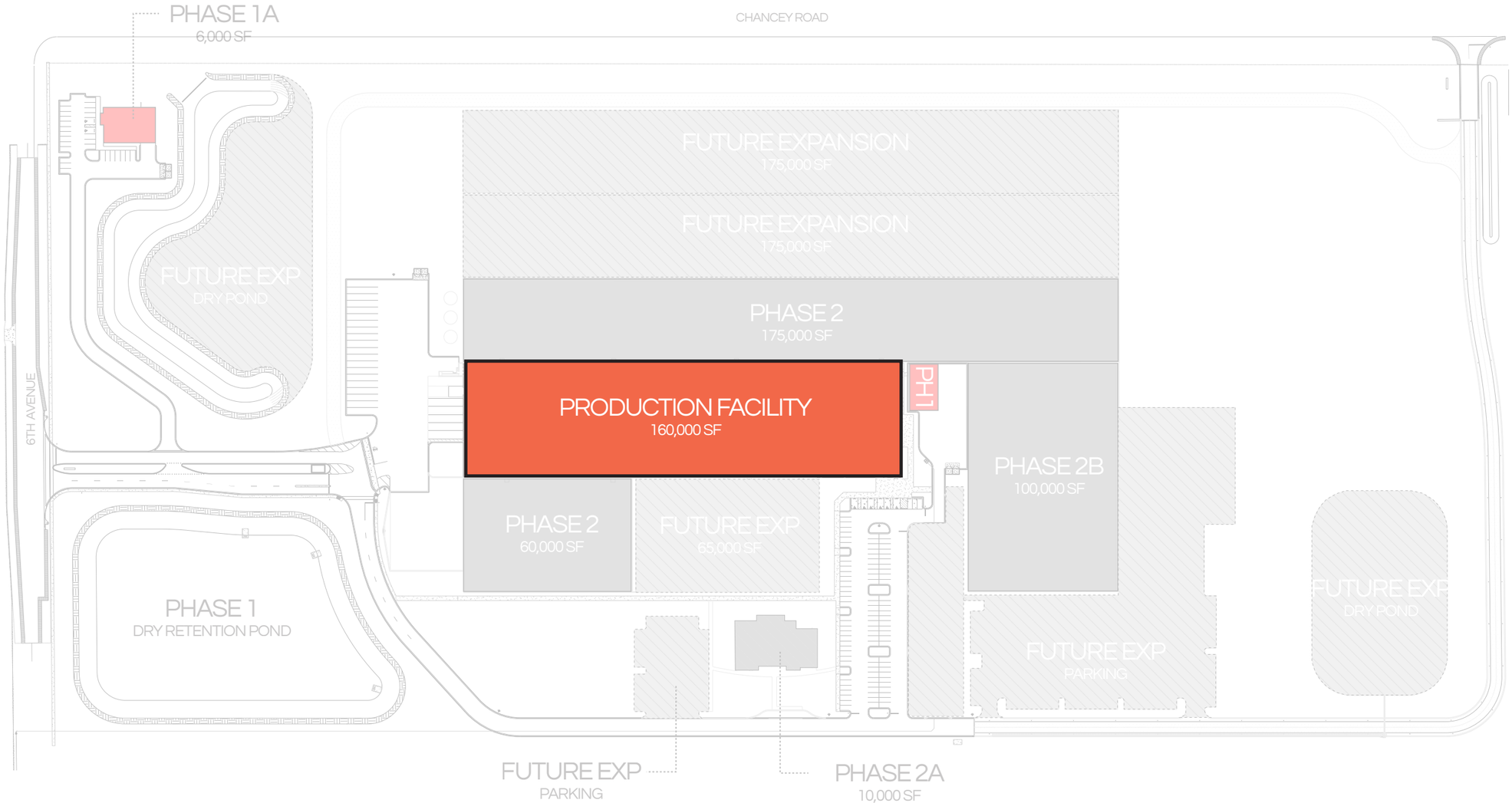
NORTH

This presentation is to demonstrate design intent for exterior treatments and materials.
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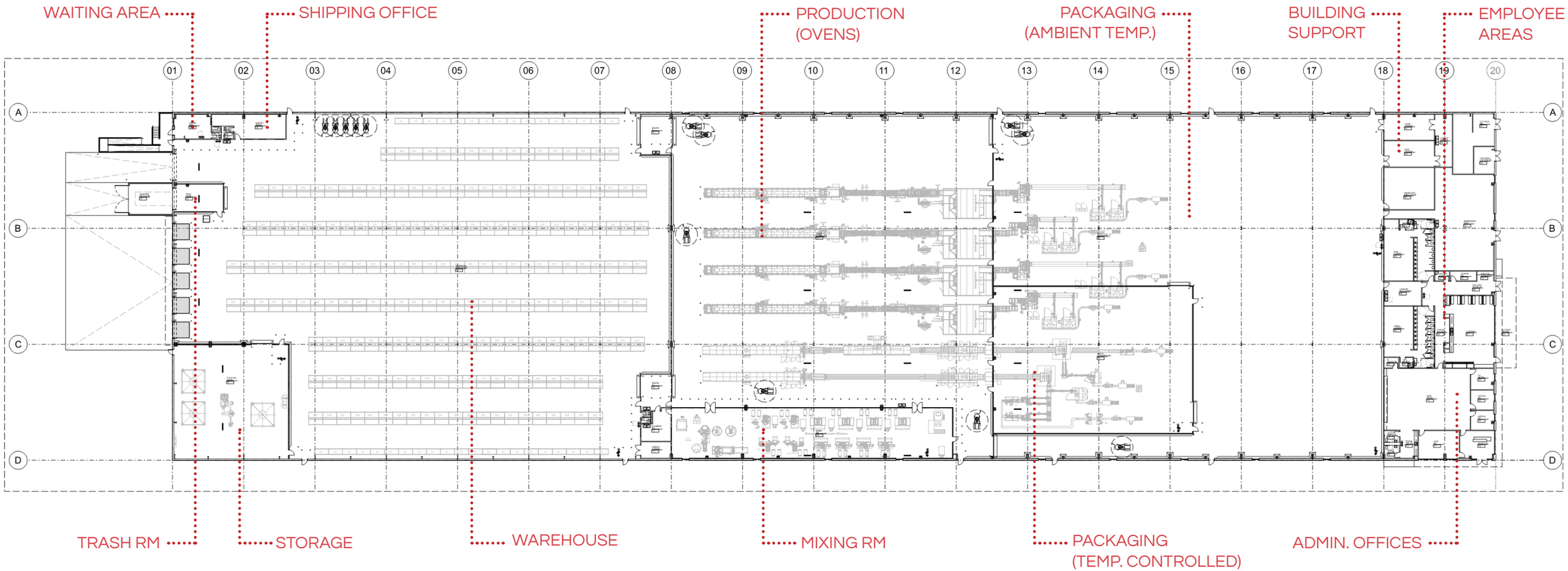
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PHASE 1: PRODUCTION FACILITY



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PHASE 1: PRODUCTION FACILITY



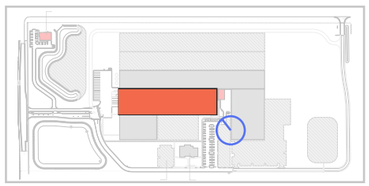
NORTH

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PRESENTATION TO THE CITY OF ZEPHYRHILLS
07.16.2024



PRODUCTION FACILITY
SOUTH WEST FACADE

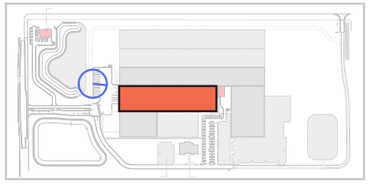


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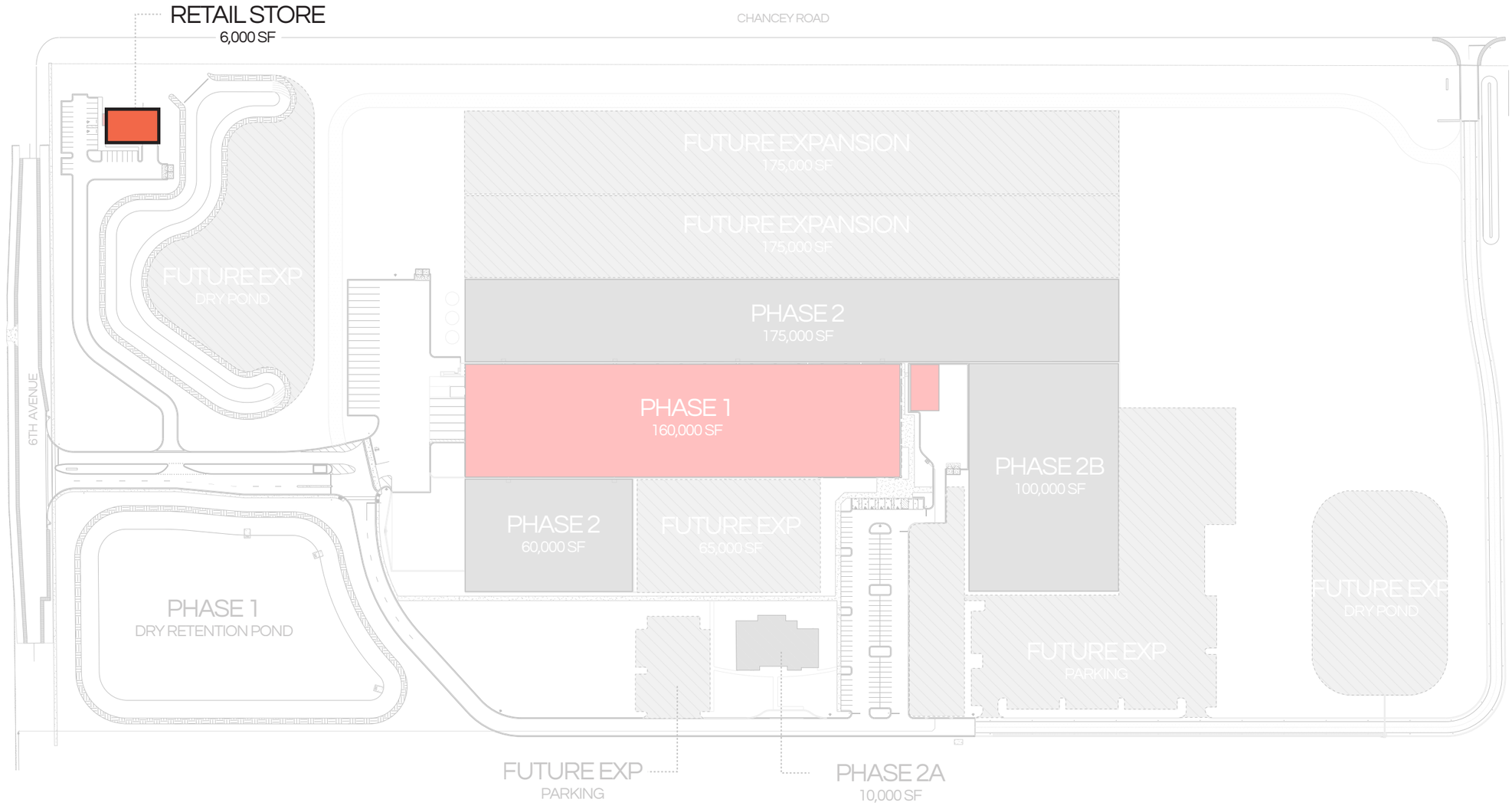
PRODUCTION FACILITY

NORTH FACADE



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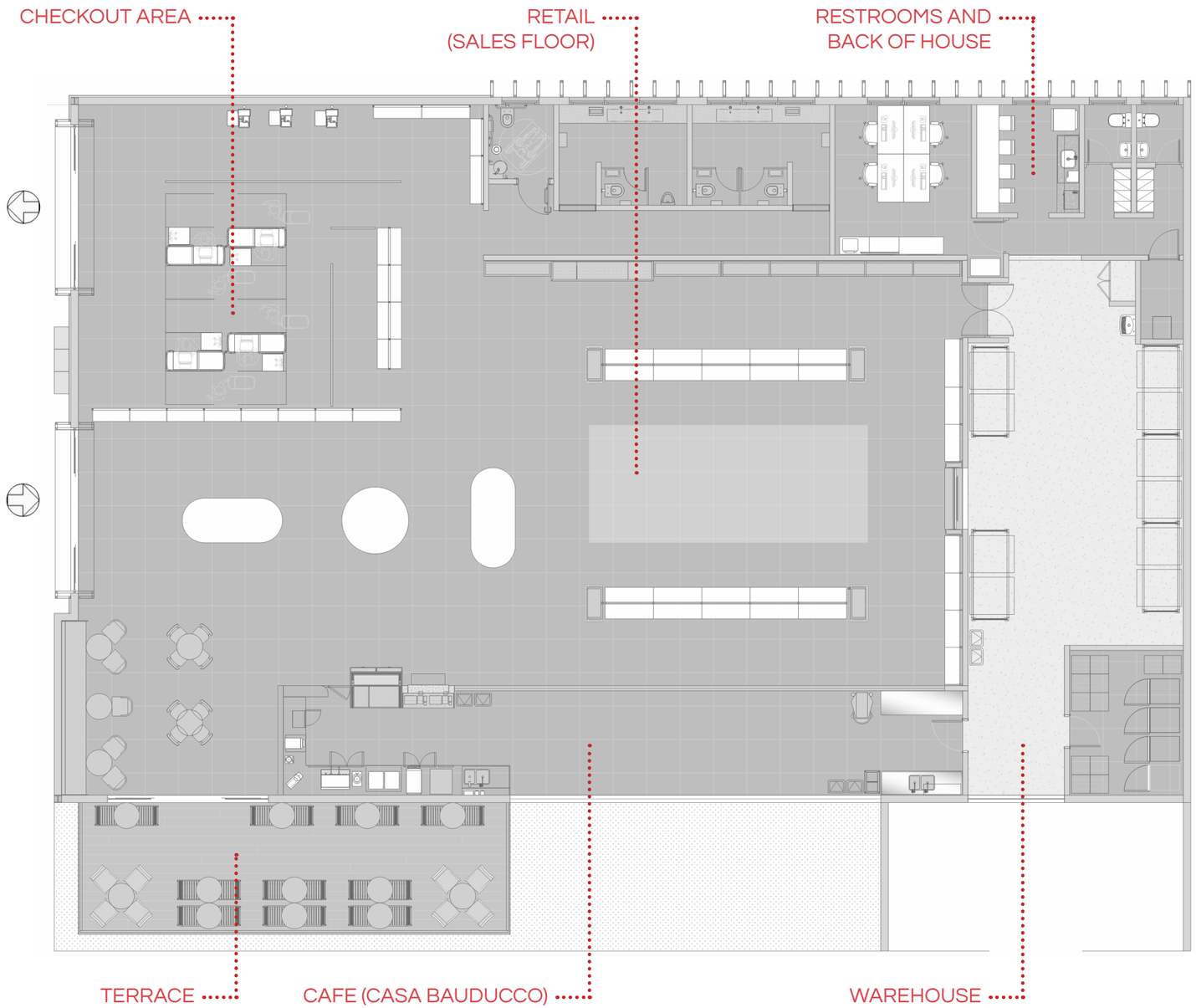
PHASE 1A: RETAIL STORE



NORTH

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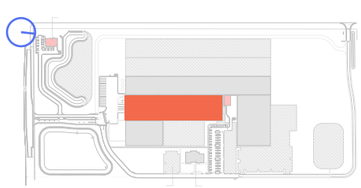
PHASE 1A: RETAIL STORE



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RETAIL STORE
NORTH FACADE







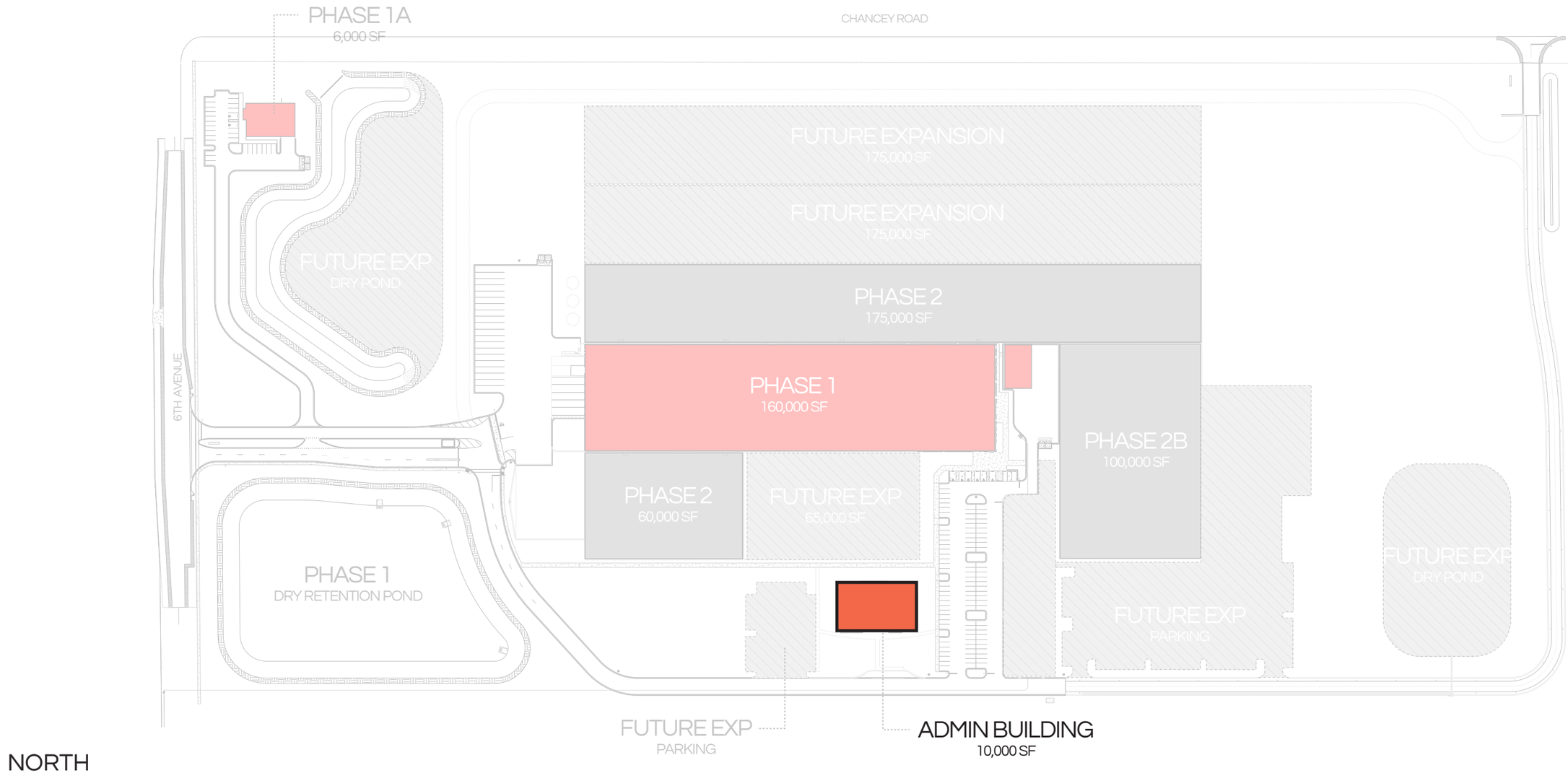




RETAIL STORE
INTERIOR RENDERINGS

This presentation is to demonstrate design intent for exterior treatments and materials.
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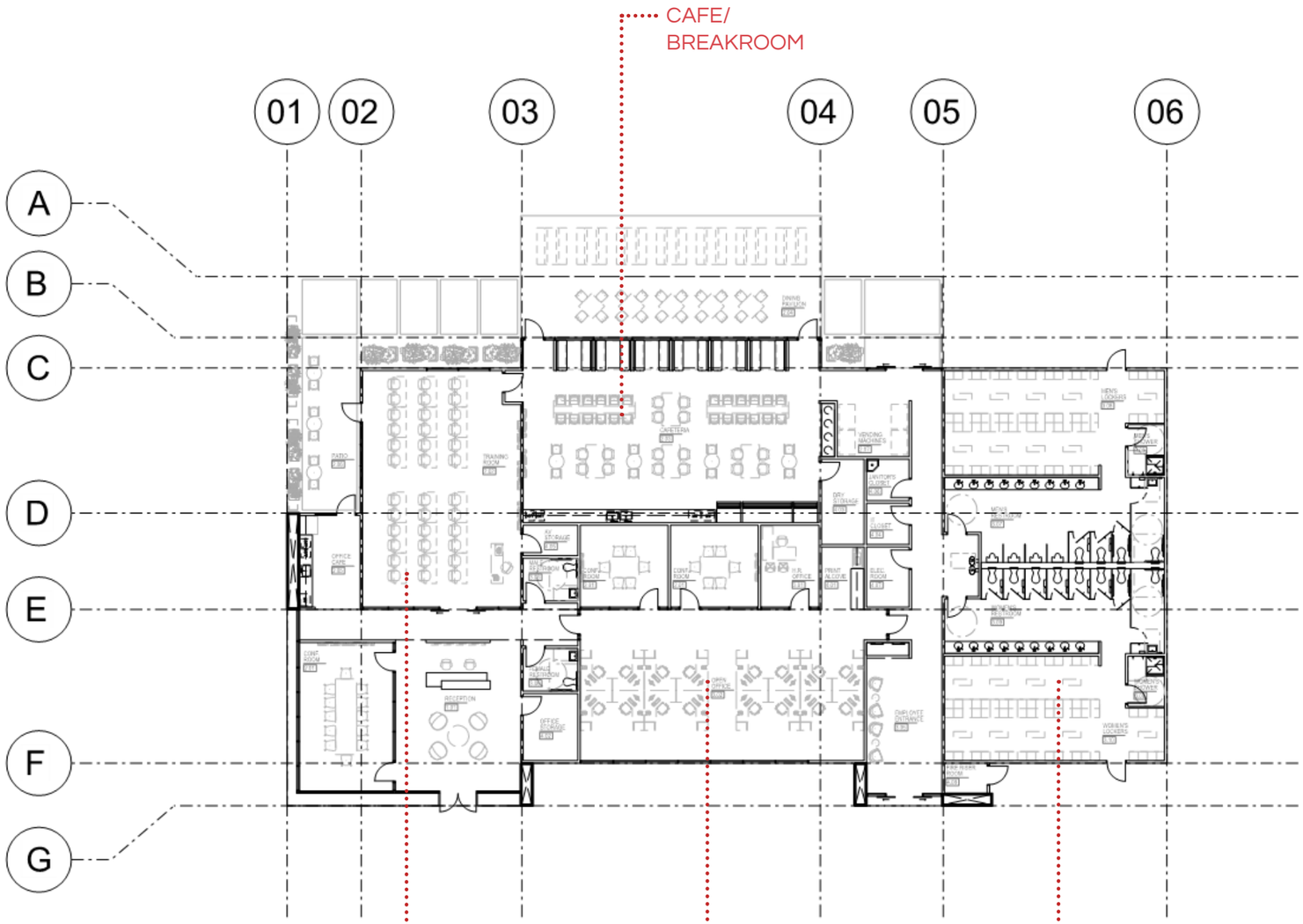
PHASE 2A: ADMIN. BUILDING



NORTH

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PHASE 2A: ADMIN. BUILDING



NORTH

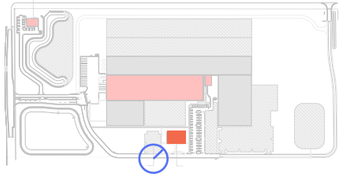
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07.16.2024



ADMIN. BUILDING
NORTH WEST FACADE



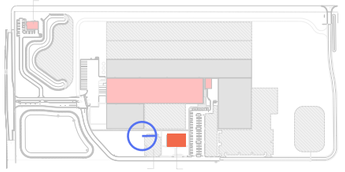
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PRESENTATION TO THE CITY OF ZEPHYRHILLS
07.16.2024



ADMIN. BUILDING
NORTH FACADE



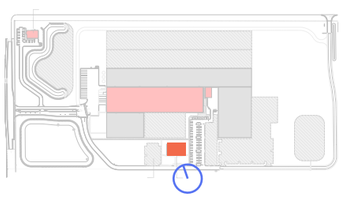
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PRESENTATION TO THE CITY OF ZEPHYRHILLS
07.16.2024



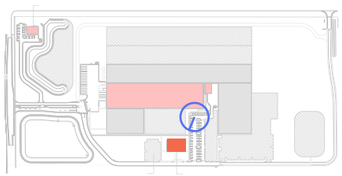
ADMIN. BUILDING
WEST FACADE



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ADMIN. BUILDING
EAST FACADE



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PRESENTATION TO THE CITY OF ZEPHYRHILLS
07.16.2024



Thank You

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STAFF REPORT
MEMORANDUM

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Principal Planner
RE: ANX 22-24 – 5L Properties Annexation, Land Use Map Amendment, and Rezoning
Date: August 12, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

The property is located on Chancey Road, south of 6th Avenue and consists of approximately 12.92 acres. Consent, through applications, were provided by 5L Properties to annex, amend the future land use map and rezone the properties for light industrial uses.



Image 1 – Subject Property View from Chancey Road Courtesy of Google Imagery, Dec. 2023

B. Site Information

Owner: 5L Properties, Inc.
Location: West of Chancey Road & south of 6th Ave. See Map 1 – Location Map.

Existing Land Use: Cattle grazing.
Subject to Moratorium(s)? No.
Available Water Capacity? Yes, according to John Bostic III, Utilities Director[1]

Parcel Future Land Use and Zoning District					
Parcel ID/Acreage	Current Political Jurisdiction	Current FLU	Proposed FLU	Current Zoning	Proposed Zoning
18 26 22 0010 00500 0000 12.92 acres (mol)	Pasco County	IL	IN	AC	LI

II. DATA & ANALYSIS REVIEW

A. Character Analysis

The subject property is located west of Chancey Road and south of 6th Ave and is adjacent to the Zephyrhills Municipal Airport. It is contiguous with the current municipal boundaries of the City as shown in Map 1.[2] The overall subject property consists of 12.92 acres, mol. (more or less) of undeveloped land, and contains no jurisdictional wetlands.

West – City of Zephyrhills Municipal Airport, located in the City of Zephyrhills municipal boundary.
East – Chancey Road and vacant land owned by 5L Properties in unincorporated Pasco County.
North – 6th Avenue and vacant land owned by Ellece USA 19 Inc, located in incorporated Zephyrhills.
South – Improved property owned by Heyl Investments, LLC, located in incorporated Zephyrhills.

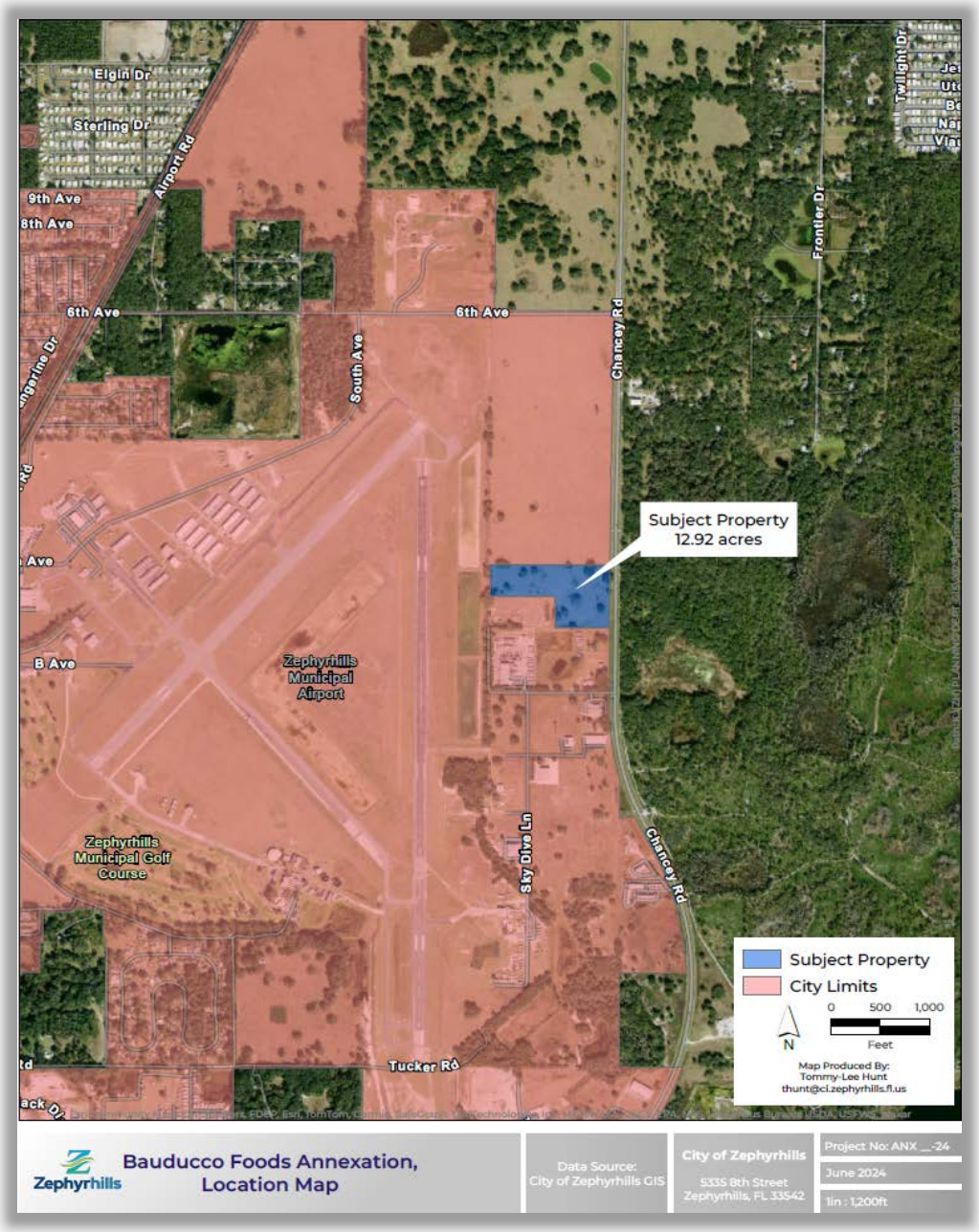
B. Compatibility Analysis

1. Annexation
   (a) The subject property proposed for annexation is currently located within unincorporated Pasco County. The property's boundary is contiguous to the City's boundary, not part of another incorporated municipality, and will be used for urban purposes (light industrial).
   (b) The subject property is located within the City's Joint Planning Area (JPA) and Utility Service Area.
   (c) No objections have been received to date from outside agencies or

[1] See attached email from John Bostic III indicating available capacity.
[2] All maps discussed herein are attached to this Staff report.

residents.

(d) Pursuant to §171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. The petition bears the signatures of the property owners' agent of record. All noticing requirements under §171.044 F. S. have been met for this petition.

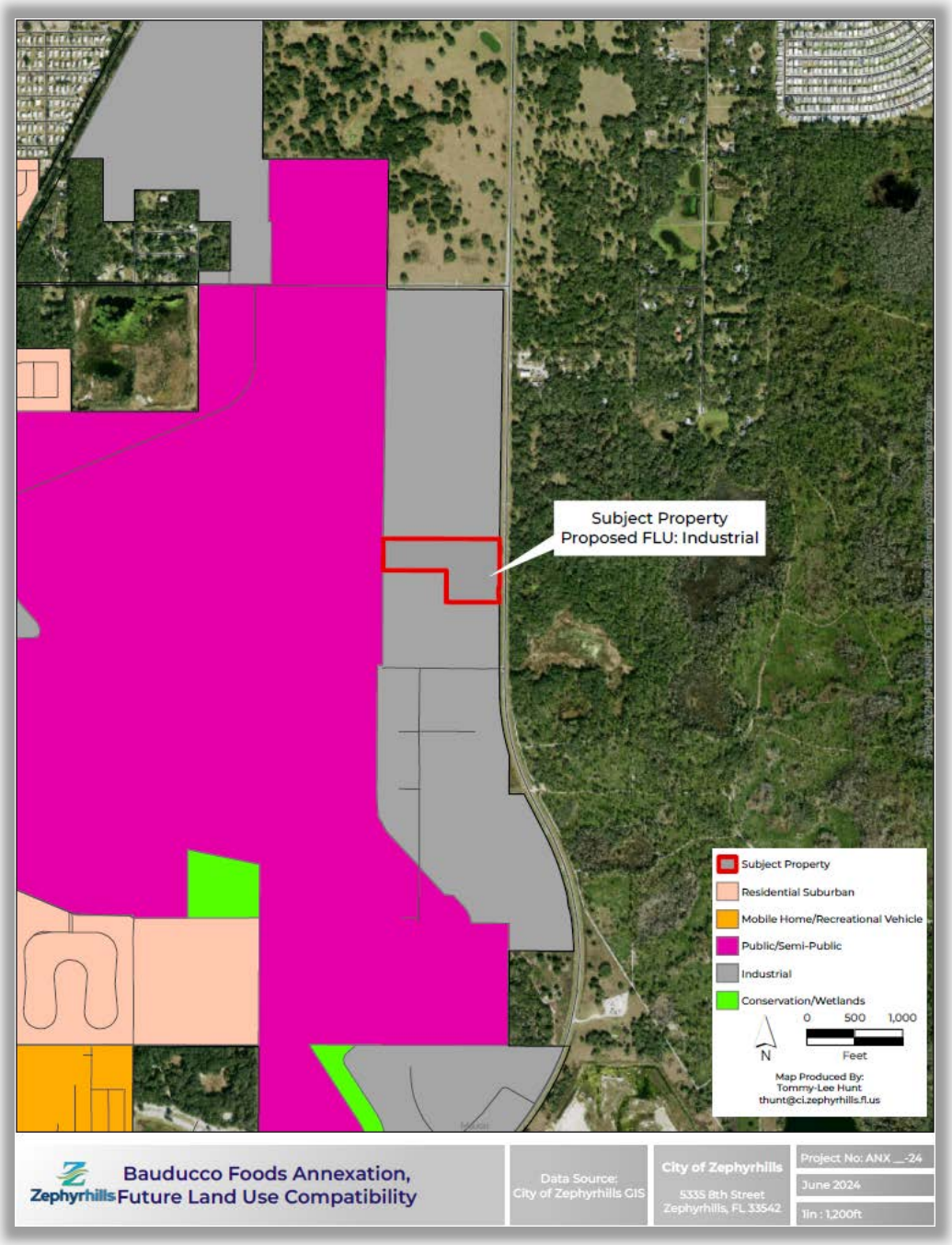


Map 1 – Location of Property Courtesy of Zephyhills GIS Dept.

2. Future Land Use Map (FLUMA) Amendment
   (a) The subject property is 12.92 ± acres, therefore is subject to the provisions of a small-scale comprehensive plan amendment;
   (b) The request is to change the subject property's future land use designation from County IL (Industrial-Light) to City IN (Industrial), please see Map 2 – Proposed Future Land Use Map on page 5;
   (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
   (d) Utility capacity is available for the proposed petition;
   (e) Transportation:
      (1) Subject parcel is south of 6th Ave, west of unimproved Kittyhawk Drive, and Chancey Road is on the east side of the property. Chancey Road is an improved County owned and maintained collector road.
      (2) If the property is developed, access to the property may be proposed through improvements to Kittyhawk Drive or Chancey Road.
      (3) Minimal developer related improvements are anticipated along the nearby roadway network that may include acceleration/deceleration lanes on Chancey, or improving Kittyhawk Drive.

   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 the area. Due to the proximity of the airport, Staff will work with the FAA to determine any possible aeronautical issues if the property is developed. Any future development shall be consistent with all City, County, State, and Federal regulations.

3. Zoning Amendment
   (a) The request is to change the subject property's zoning classification from County AC (Agricultural District) to City LI (Light Industrial). The subject property has original zoning from 1975. Please see Map 3 – Proposed Zoning Map on page 7.
   (b) The requested zoning designation is consistent with the development patterns and zoning designations of the much of the developed area and surrounding properties and will not create "spot zoning". Properties abutting the subject parcel have future land use classifications of LI and/or zoning for light industrial. The City's municipal airport abuts the property on the western border.
   (c) The subject petition is not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure availability. Water and sewer lines are present on 6th Avenue and on Chancey Road.



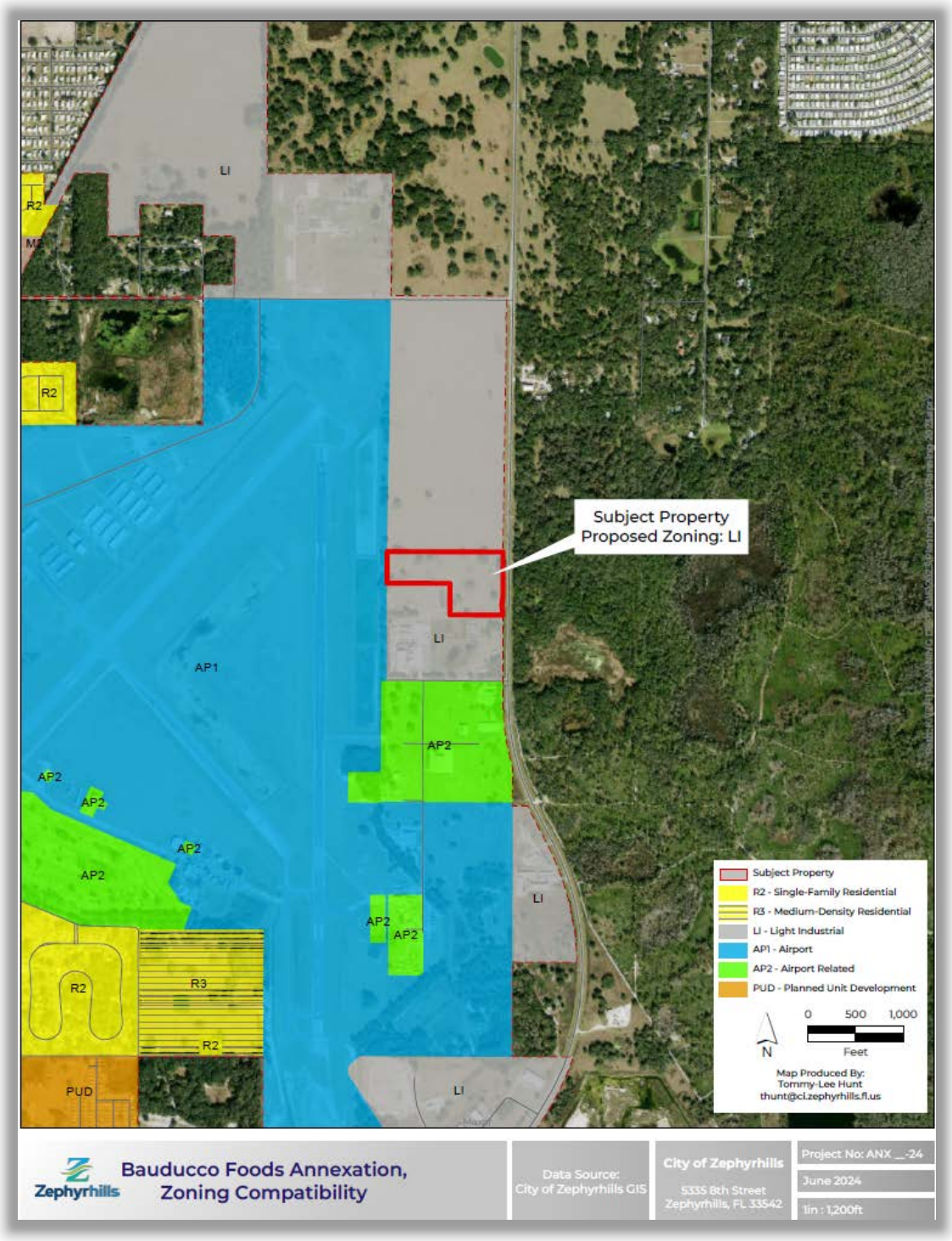
Map 2 – Proposed Future Land Use Map Courtesy of Zephyrhills GIS Dept.

The subject property is a vacant, unimproved site in the Airport Industrial area. Its incorporation into the City will potentially spur additional development and/or redevelopment within the vicinity. The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, LDC, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the general area.

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. Soil Types – The majority of the site is Tavares sand with 0-5% slope. Wauchula fine sand with 0-5% slope can be found nearest to Chancey Road. Both soil types are considered arable, or generally acceptable for development as Class III soil types identified by USDA Land Capability System Class.
2. Flood Plain – The entirety of the subject property is located in Flood Zone "X" and is outside the 100-year flood zone.
3. Stormwater – The stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements including but not limited to SWFWMD.
4. Wetlands/Water Bodies – There are no water bodies on the subject property.
5. Historic/Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification shall be made to the Florida Department of Historical Resources and any other required agencies.
6. Natural Resources – Pasco County data shows this habitat is not significant for endangered or protected species. If resources, such as gopher tortoise, burrowing owls, etc. are found on site during development of the property, a full report and mitigation and/or relocation plan shall be submitted to the City and other agencies as required by law.



Map 3 – Proposed Zoning Map Courtesy of Zephyrhills GIS Dept.

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within satisfactory limits for future development of the site proposed for light industrial uses. Areas immediately to the south are within the County. Both City and County properties receive regular patrols.
FIRE	Projected general fire service demand is within satisfactory limits for future development of the site proposed for light industrial use. Staff, through the JPA has begun the coordination process for County review at various department levels. Adequate fire/ems service exists within the County. Staff will coordinate with the Fire Marshall when site plans are submitted for review.
WATER	Water service is available to the subject property and services by the City for future development. Projected general water service demand is <20,000 gallons per day. The Utilities Department has determined that the City has sufficient capacity to service typical industrial development on the site.[3]
SEWER	The project will be required to connect to the City's sanitary sewer system for future development. Projected general service demand is <20,000 gallons per day (gpd).
SANITATION	Future development will be required to utilize City Sanitation services. The City collaborates with Pasco County for use of their landfill site. The County's facility has adequate capacity and the increased pickups can be absorbed into the current level of service, therefore the anticipated impact is within acceptable levels.
TRANSPORTATION	Access for the project is proposed via Chancey Road, but access may be utilized through the improvement of Kittyhawk Drive. Pasco County public transit does not currently service the area.
SCHOOLS	No impacts are expected for the school system.

E. **Comp Plan Analysis and Verified Applicant Response**

The purpose of the Industrial (IN) land use classification is to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

[3] Please see attached email dated June 10, 2024 from John Bostic III confirming adequate water supply.

Primary uses include facilities such as research & development, light manufacturing/assembly, wholesale/distribution; storage/warehouse and secondary uses include office, commercial, transient accommodations, and public/semi-public uses with a maximum floor area ratio of 0.50.
Appropriate locational characteristics generally include acreage with sufficient size to encourage an industrial park type arrangement with provisions for internal service access with minimal impact on adjoining uses, and with good access to transportation and utility facilities such as a collector or arterial roadway network, rail facilities, airports and mass transit. Compatible zoning districts include light industrial or a planned unit development.

According to the adopted Comprehensive Plan, the industrial acreage projection for 2025 was a need for 227 acres for industrial uses.

Comprehensive Plan Consistency:

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

Response: The addition of industrial land to the City's tax rolls, industrial development on this will diversify the tax base. In terms of cost of services to the community, industrial lands produce more tax revenues than they consume, including the provision of emergency and police personnel calls. It further provides economic benefits to the City with an increased tax base and will provide employment opportunities that traditionally pay more than service industries.

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

1. Regulate the subdivision of land;
2. Regulate signage;
3. Provide for drainage and stormwater management;
4. Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements;
5. Coordinate future land uses with soil conditions, topography, and availability of facilities and services;
6. 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;
7. Protect the limited amount of wetlands and other environmentally

sensitive natural resources;
8. Protect the potable well fields by designating appropriate activities and land uses
9. Within well-head protection areas and environmentally sensitive land;
10. Provision of mixed land use designations, such as recreation…in residential areas;
11. Discourage the proliferation of urban sprawl.

Response: Any future proposed or submitted development applications will be in compliance with each of the above criteria as applicable. The developer shall have the responsibility to submit all plans to the appropriate governmental agency for review and comment. Any revision or amendments necessary will be positively acted upon to assure compliance in each instance. The property owner intends to market to industrial developers or end users. The tax base generated by any development on this parcel will be a positive contribution the City's tax base.

ARCHAEOLOGICAL AND HISTORIC RESOURCES

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

Response: There are no known archaeological or historic resources on this site. To further protect any resources that may be found, the City will require in the development order issued, that if archeological or historical resources are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

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

Response: The site proposed for the Future Land Use Map amendment is not located within a wellhead protection zone, not in a flood plain nor contains any wetlands. Pasco County/FEMA maps were reviewed to assess the flood potential of the subject parcel. No portion of the subject parcel is located within the 100-year flood plain area.

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

Response: Prior to any site development permits, the developer shall be responsible to apply for and acquire any permits from the appropriate governmental agencies.

OBJECTIVE 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.

Response: There are no known endangered, threatened, or species of special concern as defined by Federal law or Florida Statutes on this site. To further protect any resources that may be found, the City will require in any development order issued, that if any species of flora and fauna identified as endangered, threatened, or species of special concern are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

OBJECTIVE 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.

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

OBJECTIVE 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.

Response: The owner/developer shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the subject property.

NEIGHBORHOOD INTEGRITY AND AESTHETIC

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

POLICY LU-1-9-1: The land development regulations shall provide for reduction of confusion and visual clutter through control of size, placement, and related aspects of signage.

Response: The site plan, when presented to the City, shall promote the intent of the industrial district, the intent of the zoning and land use categories, and be designed in sympathy with the adjacent uses of land. The subject property's entry signage shall be reviewed and permitted by Staff to assure it meets all signage requirements of the City.

URBAN SERVICE AREA AND ANNEXATION

OBJECTIVE LU1-10-1: The City manages its growth through the establishment of a future service area, guidelines for annexation and the execution and maintenance of interlocal agreements with Pasco County.

POLICY LU-1-10-2 The City shall maintain an Interlocal Agreement with Pasco County that designates existing and future service areas for the City of Zephyrhills. Amendments to the boundary of the "Future Service Area" shall require an amendment of this Comprehensive Plan.

Response: Subject property is located within the interlocal agreements' service area. The future land use amendment is required if the property is developed.

POLICY LU-1-10-3: The City will not consider the annexation of lands outside of the "Future Service Area" established by this Element.

Response: The subject policy is within the identified area.

Policy LU-1-10-4: The City will consider the annexation of lands within the "Future Service Area" in accordance with the following criteria:

1. The land to be annexed can be served by public water and sewer within three years;
2. It can be demonstrated that adequate water supply is available to serve the area to be annexed at the time of annexation or can be provided concurrent with anticipated development;
3. It can be demonstrated that roadway levels of service can be satisfied within the area to be annexed at the time of annexation or can be provided concurrent with anticipated development;
4. It can be demonstrated that general public services such as fire and police protection can be provided concurrent with anticipated development.
5. It can be demonstrated that adopted levels of service for parks and recreation, stormwater management, solid waste management and schools can be met by anticipated development within the area to be annexed;
6. It can be demonstrated that the principles and standards for energy efficiency, energy conservation and reduction of greenhouse gas emissions establishes by the City can be equaled or exceeded within the area to be annexed.

Response: Water and sewer services are adjacent to the subject property. The owner/developer of any future site application shall be required to submit an application to the City and/or County for access and construct any required improvements to the transportation network as required by the City and/or County

codes. All level of service standards shall be met concurrent with any development.

ECONOMIC DEVELOPMENT

GOAL ECO-1: To provide a diverse economic base which affords the City of Zephyrhills and its residents a maximum amount of economic opportunity.

Response: The addition of industrial lands will reduce the reliance on residential ad valorem tax base and will diversify the economic base. Once developed with an industrial user, this property will provide additional employment opportunities which traditionally compensate higher than service industry jobs.

POLICY ECO-I-2-3: It shall be the policy of the City of Zephyrhills to develop and maintain programs which assist suitable new companies in expansion and relocation efforts in order to create annually, a number of jobs, when combined with jobs in new industries, that exceeds the average annual growth in employment over the past five years.

Response: Proactively annexing and providing the correct FLU and Zoning designations to Industrial properties will provide additional opportunities for new or expanding companies to locate in a more efficient manner.

OBJECTIVE ECO-1-4: The City shall ensure that land is allocated for future commercial, industrial and conservation/open space land uses to allow for a viable economy.

POLICY ECO-1-4-1: It shall be the policy of the City of Zephyrhills to provide for the location and clustering of major commercial and industrial activities according to the following guidelines:

a. In close proximity to principal arterials.
b. With access to appropriate utilities (water, sewer, electricity, gas, telephone) or to allow for provision of these utilities.
c. With access to mass transit routes where feasible.
d. With on-site rail facilities and airport access, if appropriate, and available.
e. So as to have acceptable impacts to the natural environment and adjacent land uses.

POLICY ECO-1-6-2: It shall be the policy of the City of Zephyrhills to continue support for the Zephyrhills Industrial Park.

Response: Through the annexation, comprehensive plan amendment, and zoning amendment, the City will be increasing its industrial land availability in close proximity to principal arterials (US 98, US 301, I-75, I-4), access to utilities, air and rail access, and will have minimal impacts to the natural environment and adjacent land uses. The

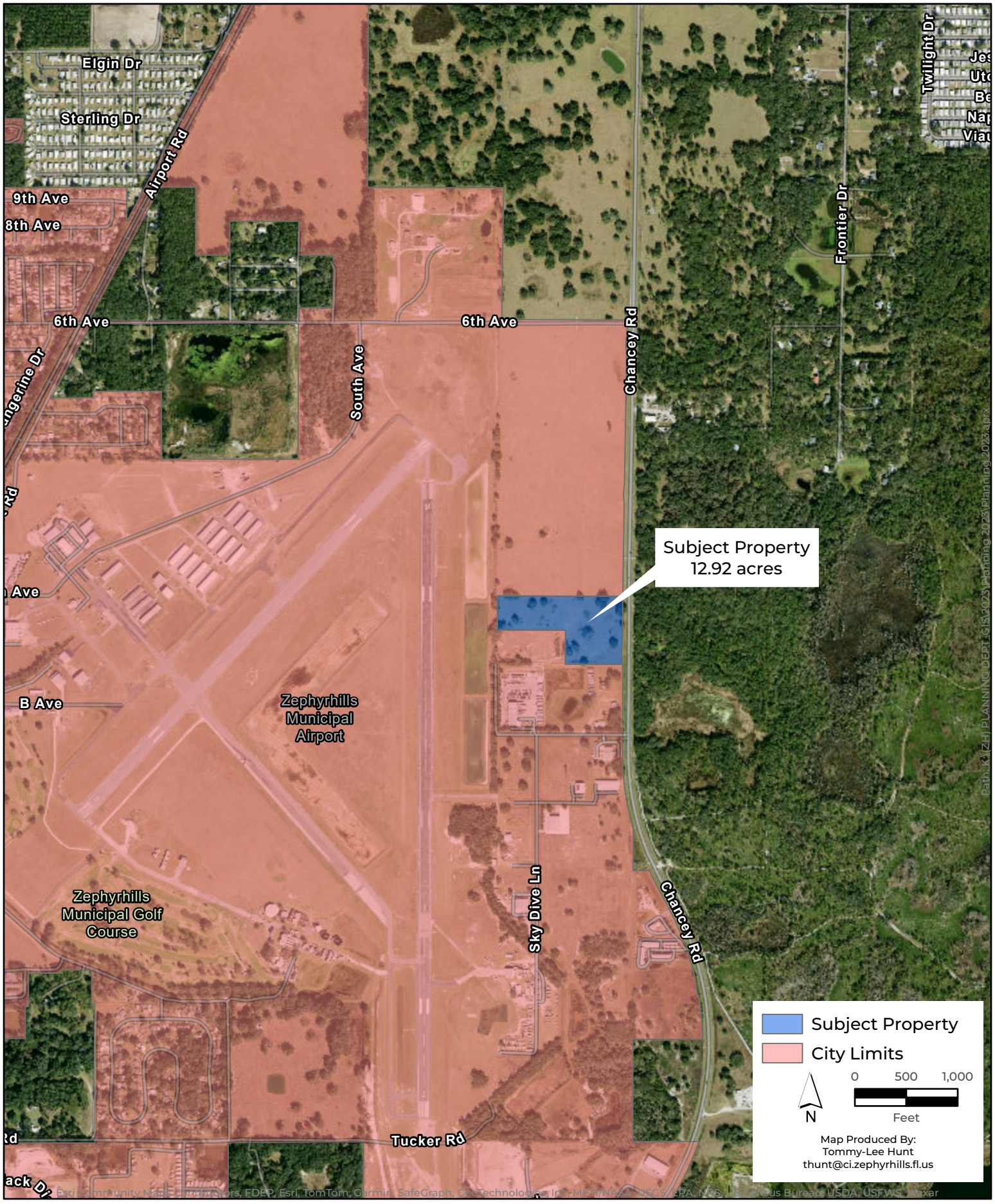
subject property is located adjacent to the "Airport Industrial Park" and is part of the future vision for the City's Industrial Corridor.

III. RECOMMENDATION

Site Plan Review Committee – Recommended approval on June 18, 2024

Planning Commission – Recommended approval on July 16, 2024

Staff - Based upon Staff's analysis herein, along with supporting documentation - Staff recommends approval of this petition for annexation, rezoning to LI (Light Industrial) and FLUMA to I (Industrial).



Zephyrhills

Bauducco Foods Annexation, Location Map

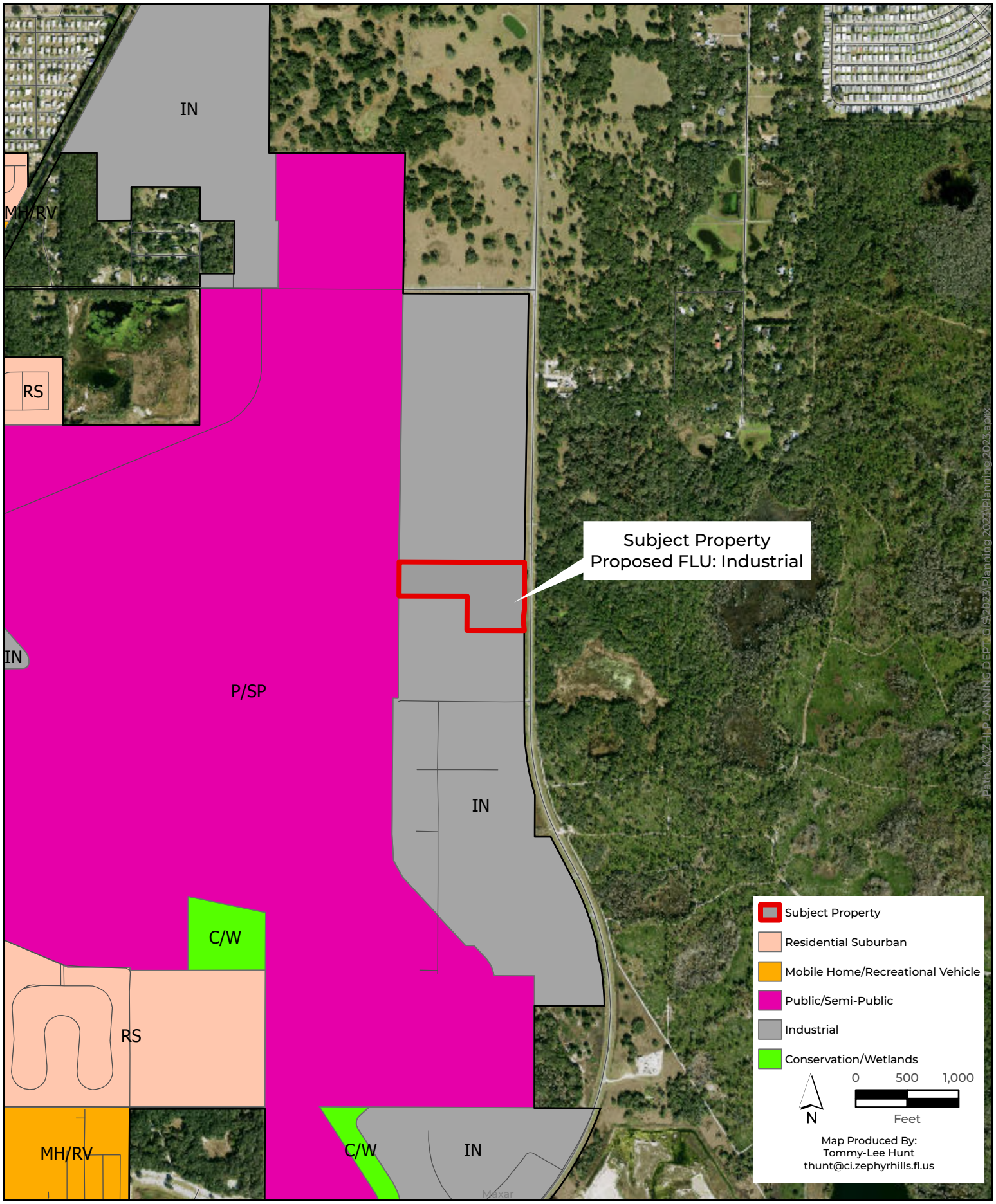
Data Source:
City of Zephyrhills GIS

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Project No: ANX __-24

June 2024

1in : 1,200ft



Zephyrhills

Bauducco Foods Annexation, Future Land Use Compatibility

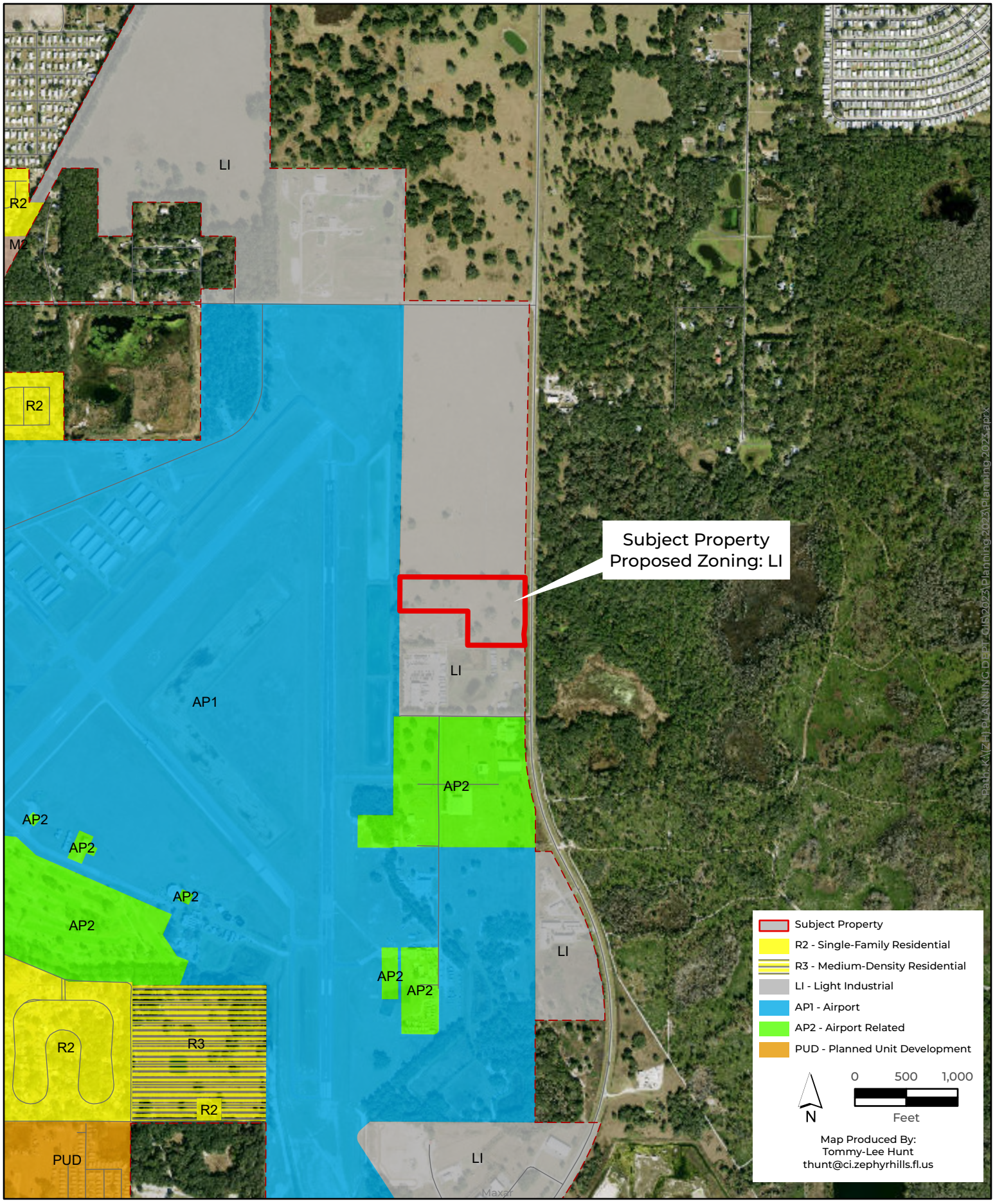
Data Source:
City of Zephyrhills GIS

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Project No: ANX __-24

June 2024

1in : 1,200ft



Zephyrhills

Bauducco Foods Annexation, Zoning Compatibility

Data Source:
City of Zephyrhills GIS

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Project No: ANX __-24

June 2024

1in : 1,200ft

From: John Bostic III
To: Rodney Corriveau, AICP; C.J. Funnell
Cc: Todd Vandeberg
Subject: Re: Request for Water Capacity for New Development
Date: Monday, June 10, 2024 6:35:34 PM
Attachments: image003.png
image004.png
image005.png
image006.png

There should be plenty for this parcel as I am aware of what may go there. ASs long as there is nothing extravagant being proposed.

Thank you,
John

John Bostic III
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3508
FAX: 813-780-0005
ci.zephyrhills.fl.us

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From: Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Sent: Monday, June 10, 2024 3:33 PM
To: John Bostic III <JBostic@ci.zephyrhills.fl.us>; C.J. Funnell <cjfunnell@ci.zephyrhills.fl.us>
Cc: Todd Vandeberg <TVandeberg@ci.zephyrhills.fl.us>
Subject: Request for Water Capacity for New Development

John/CJ
We are processing an annexation for approx.. 12.92 acres to be zoned industrial. Can you please indicate if we have water capacity for a yet to be determined **industrial** use in the City?
I have attached the application. Again, we have no proposal at this point, just an annexation and zoning to Light Industrial and FLUMA to Industrial. Perhaps we could base on a worst-case scenario to cover ourselves.
TY, Rod

Rodney Corriveau, AICP
Principal Planner
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542

PH: 813-780-0201
FAX: 813-780-0005
ci.zephyrhills.fl.us

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