



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, November 8, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

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

1. MAYOR

1.1 East Pasco YMCA Update - Paul Conley

2. CONSENT ITEMS

2.1 October 11, 2021 Regular Meeting Minutes

1. M10-11-2021

2. M10-11-2021 Form 8B Voting Conflict Councilman Smith

2.2 October 25, 2021 Regular Meeting Minutes

1. M10-25-2021

2.3 Approval of Agreement 41-21-38 for the Purchase of Products and Services to Support Drinking Water Production and Sewer Collection SCADA Needs with Data Flow Systems, Inc.

1. Agreement

2.4 Approval of Agreement 41-21-37 for the Purchase of Products and Services to Support the Neptune Meter R900 Automated Meter Reading System with Ferguson Waterworks

1. Agreement-Ferguson - SunState
 2. Zephyrhills -Neptune-Ferguson Waterworks Sole Source Florida 2021-22
- 2.5 Approval of Piggyback Agreement 41-21-36 with Pasco County for the Purchase of As Needed Pumps Overhaul and Related Equipment Repair for Water and Wastewater Treatment Plants with PSI Technologies, Inc.

1. PSI Agreement-Piggybacks 09302021
- 2.6 Approval of Task Assignment 22-02 for the North Side Master Lift Station and Force Main Project Design with Jones Edmunds

1. Task Assignment - JE-22-02
- 2.7 Resolution 786-21 - Amend Resolution No. 783-21 from Payable Semi-Annually to Monthly for Mayor-Council Compensation

RESOLUTION NO. 786-21 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 783-21 ESTABLISHING COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS."

1. Resolution 786-21 - Amend Resolution No. 783-21 from Payable Semi-Annually to Monthly for Mayor-Council Compensation
- 2.8 Approval of Facility Encroachment Agreement 41-21-39 for Conveyance of Potable Water and Raw/Treated Sewage at Gagne Development with CSX Transportation, Inc.

1. CSX939003 Agreement clean 10.12.2021
 2. Gagne
 3. Gagne- CSX Permit CGL Agreement 10-27-21.docx
- 2.9 Approval to purchase police vehicles - Florida Sheriff's Association Contract
1. Vehilce Purchase Documents_2021-22
- 2.10 Approval of Piggyback Agreement 41-21-35 with the City of Milton for the Purchase of Cured in Place Pipe with Advanced Plumbing Technologies

1. Piggyback--City of Milton and Adv Pace Tech

3. CITY MANAGER'S REPORT

- 3.1 Approval of Agreement 29-21-03 for lease of the Jefferies House and Carriage House - Tina and Joe's Cafe`

1. Tina and Joe's Cafe Management Agreement - FINAL

- 3.2 Request to Cancel December 27th Council Meeting.

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

4.1 41-21-34 MobileTec Annual Maintenance Agreement

1. 41-21-34 MobileTec Annual Maintenance Agreement

ADJOURN

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

MAYOR 1.1

East Pasco YMCA Update - Paul Conley

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 11, 2021 at 5:55 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Lieutenant Nathan Gardner, Public Works Director Shane LeBlanc, Finance Director Ted Beason, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Senior Planner Rodney Corriveau and City Clerk Lori Hillman.

Pastor Russell Guynn of Family of God Church gave the Invocation. The Pledge of Allegiance followed.

City Manager Items were moved to this place on the agenda.

4. CITY MANAGER'S REPORT

4.1 Approval of Fee Proposal for Architectural Services – Design Services of SVB Phase II – Furr, Wegman & Banks Architects, P.A.

The City of Zephyrhills was awarded state appropriations funding in the amount of \$4,665,000 to construct a 22,000 sq. ft. multi-use facility with four hard courts. The City is utilizing Furr, Wegman & Banks Architects' services through a Professional Services Agreement to perform programming and schematic design along with construction documents, assist with bids, and perform construction administration along with substantial and final completion inspections for a cost of \$283,868.00 based on the State of Florida Department of Management Services (DMS) Fee Chart for an "average complexity" project. The estimated cost of construction for the multi-use facility is \$3,960,000.00. Funding of the \$283,868.00 for architectural services is provided by the State of Florida through the Department of Economic Opportunity. A letter received from Furr, Wegman & Banks Architects states their proposal is based on the assumption that the City of Zephyrhills will enter into a separate agreement with a (CM) Construction Manager at Risk. The letter will be attached to the proposal, if approved. Staff recommended Council's approval of the Fee Proposal for Architectural Services with Furr, Wegman & Banks Architects P.A. with authorization from Council for the City Manager's execution.

Councilwoman Wilkeson said the goal of a Construction Manager at Risk is to work side-by-side with the architect and assist with pricing. She referred to a line item that mentioned securing cost estimates and assumed meetings and hours will be allotted for the coordination but noted it is not spelled out in the contract. She concurred with the architectural fees based on the scope of work, the criteria set forth as it relates to a range of costs, past projects, and the percentage of the overall construction cost in relationship to complexity.

Public Works Director Shane LeBlanc said the RFP is currently being prepared and stated the Construction Manager will be involved with the entire design process and guaranteed maximum price (GMP).

Councilman Burgess thanked Councilwoman Wilkeson for her input and said he leans on her opinion due to her expertise in this area.

Lance Smith moved to approve Business Item 4.1 and authorized the City Manager to execute the Task Order. Seconded by Kenneth Burgess. Motion passed unanimously.

4.2 Approval of Task Assignment 18-07 – Engineering Design Services for SVB Phase II – Cornelison Engineering & Design, Inc.

City Manager William Poe said the City of Zephyrhills was awarded state appropriations funding in the amount of \$4,665,000.00 to construct a 22,000 sq. ft. multi-use facility with four hard courts. The City is utilizing Cornelison & Design's services through a Professional Services Agreement to perform construction plans, permitting, geotechnical engineering, surveying, landscape and irrigation design, and construction administration for a cost of \$58,772.00. The estimated cost of construction for the multi-use facility is \$3,960,000.00. Funding of the \$58,772.00 for engineering services is provided by the State of Florida through the Department of Economic Opportunity. Staff recommended Council's approval of TA 18-07 for Civil Engineering Services with authorization from Council for the City Manager's execution.

Lance Smith moved to approve Business Item 4.2 and authorized the City Manager to execute Task Assignment 18-07. Seconded by Jodi Wilkeson. Motion passed unanimously.

4.3 Approval of Piggyback Agreement No. 41-21-30 with North Star Branding & Marketing
City Manager William Poe requested Council's approval to utilize the City of New Port News, Virginia's contract with North Star Branding & Marketing. The branding and marketing study will allow the City of Zephyrhills to communicate a clear message and identity to attract investors, businesses, tourists and provide a consistent representation of the City. The contract amount is \$72,500.00 which includes a not to exceed travel allowance of \$4,500.00.

Spoke from the floor: Antwon Gildon – Main Street Board Member and Economic Vitality Committee Chair

Mr. Gildon said the benefit of hiring an outside company is gaining an outsider's vision with input into the final decision. He said the City needs feedback on what people are saying about Zephyrhills and the best way to gain information is to hire a marketing firm to conduct a survey.

Councilman Smith moved to table this item. Seconded by Charles Proctor.

Councilman Smith rescinded his motion and moved to deny Business Item 4.3 and move forward with a Request for Proposal (RFP) for a City Branding and Marketing Study. Seconded by Charles Proctor. Motion passed unanimously.

4.4 Discussion of the Greater Zephyrhills Chamber of Commerce's Proposal to Lease the Train Depot

City Manager William Poe pulled this item from the agenda for further discussion outside of a public meeting.

Council President Knight dismissed City Manager William Poe from the meeting at 6:22 p.m.

Mayor Items were moved to this place on the agenda.

1. **MAYOR**

1.1 Zephyrhills High School JROTC Presentation

Cadet First Sergeant Gonzalez presented the JROTC 2021-2022 Battalion events which included service projects, fundraisers and leadership experiences. Cadet Lieutenant Colonel Arnold invited Council members and the Mayor to attend their Service Learning Project in January 2022, the Spring Awards Event April 13th and Military Ball February 26th.

1.2 Century Boats Proclamation

City Clerk Lori Hillman read aloud the Century Boats Proclamation that was presented to CEO Skip Sorenson by Mayor Whitfield.

Mr. Sorenson said he has the honor of leading a team of 60 employees in Zephyrhills and Palmetto. The company has been in business since 1926 and has an outstanding backlog that has been built over the last year and a half in upwards of \$20M. Century Boats has just acquired three companies over the last 18 months and are in the process of acquiring a fourth company. They have tripled their dealers and workforce and are proud to be in Zephyrhills.

1.3 See, Click, Fix – Non-Emergency Request and Work Management Software Application Presentation

IT Director Michael Panak presented a See, Click, Fix app accessible by cell phone to report concerns for Public Works, Water Utilities, Wastewater Utilities and Code Enforcement with the ability to add additional departments. He explained the process of submitting a request. All personal information entered to file a request will not be displayed publicly.

Consent Items were moved to this place on the agenda.

2. **CONSENT ITEMS**

2.1 Approval of Grant Agreement No. 24-21-08 – Competitive Florida Partnership Grant – State of Florida Department of Economic Opportunity

2.2 Approval of Agreement No. 41-21-29 – Statewide Mutual Aid Agreement – Florida Division of Emergency Management

2.3 First Reading of Resolution No. 783-21 Amending Resolution 578-07 Establishing Compensation for the Mayor and City Council Members

Kenneth Burgess moved to approve the Consent Items. Seconded by Charles Proctor. Motion passed unanimously.

Public Hearing Items were moved to this place on the agenda.

BUSINESS ITEMS

3. PUBLIC HEARING

3.1 Second Reading of **ORDINANCE NO. 1421-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT (CHAPTER 11) FOR TRANSMITTAL AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1421-21 by title. A public hearing was held and there were no comments from the audience.

Jodi Wilkeson moved to approve Ordinance No. 1421-21 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously.

3.2 Second Reading of **ORDINANCE NO. 1428-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN), AND AMENDING THE ZONING FROM COUNTY AC TO CITY PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000 PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1428-21 by title. A public hearing was held and there were no comments from the audience.

Councilman Smith said he is the Real Estate Broker for the Simons Family and recused himself from voting.

Kenneth Burgess moved to approve Ordinance No. 1428-21 on the Second Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

Councilman Smith returned to the dias.

CITIZEN COMMENTS

Spoke from the floor: CEO Melonie Monson with the Greater Zephyrhills Chamber of Commerce

Ms. Monson reminded Council of the Zephyrhills Economic Summit on Wednesday, October 13, 2021 from 9:00 a.m. to 12:00 p.m. at City Hall. She said amazing speakers are scheduled to showcase the City of Zephyrhills and all the work completed this year by the Zephyrhills Economic Development Coalition, Main Street Zephyrhills, City of Zephyrhills and Pasco County Economic Development Council.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – N/A

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess said Sergeant Smith and 1st Sergeant McAuley at Zephyrhills High School have done a great job with the ROTC program for many years. He said the ROTC’s presence is at every event that happens in Zephyrhills.

Councilman Smith said ROTC is a great program. He requested a list of the Battalion Event dates for council member attendance. He said everyone who worked the ZHS concession stand last Friday night had a great time.

Councilman Proctor said he missed working the concession stand due to a family emergency but is glad to be home.

Vice President Councilwoman Wilkeson said she is a member of the Daughters of the American Revolution (DAR) and every year DAR gives a scholarship to a deserving JROTC Cadet. She thanked the JROTC for their commitment to the annual work at Oakside Cemetery. She said she is sorry she missed working the concession stand and shared her deepest condolences with the Swetland and Craig families on the passing of Bobbie Swetland.

Council President Knight said Council is proud of the Cadets and said they are the strength of our nation.

Meeting adjourned: 6:58 p.m.
Submitted by Lori L. Hillman

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

LAST NAME—FIRST NAME—MIDDLE NAME Smith, Lance Alan		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council, City of Zephyrhills	
MAILING ADDRESS 6426 Huntington Dr.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Zephyrhills	COUNTY Pasco	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 10/11/2021		NAME OF POLITICAL SUBDIVISION: City of Zephyrhills	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

ELECTED OFFICERS:

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lance Alan Smith, hereby disclose that on 10/11, 20 21

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

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

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

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

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

November 1, 2021

Date Filed

Signature

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

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 25, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Building Official Bill Burgess, Director of Planning Todd Vande Berg, IT Director Mike Panak, Airport Manager Nathan Coleman, and City Clerk Lori Hillman.

Alan Knight announced the passing of former Mayor Roy Burnside and Kim Debyah, a family friend. He asked those in attendance to keep the families of Roy Burnside and Kim Debyah in their prayers. He gave the Invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 September 27, 2021 Regular Meeting Minutes

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

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

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

Charles Proctor moved to approve the Consent Items. Seconded by Jodi Wilkeson. Motion passed unanimously.

BUSINESS ITEMS

2. CITY MANAGER’S REPORT

2.1 Approval of FY 21-22 Street Resurfacing Piggyback Agreement with Asphalt Paving Systems, Inc. – Lee County, Bid No. B170265/ANB

City Manager William Poe requested Council’s approval of an agreement with Asphalt Paving Systems, Inc. piggyback with Lee County in the amount of \$598,572.07 for FY 21-22 street resurfacing.

Lance Smith moved to approve Business Item 2.1. Seconded by Kenneth Burgess. Motion passed unanimously.

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

City Manager William Poe presented Kimley-Horn and Associates Scope of Services to include the creation of construction documents, permitting, surveying, architectural design, and construction phase services in the amount of \$292,985.00. He also presented a Preliminary Opinion of Probable Cost for the Hercules Park Conceptual Plan. He said restrooms (men and women) will be included, a splash pad was added as an alternative, the mountain bike BMX area will be designed as a multi-purpose trail for walking, running or biking, and additional parking will be created on land donated by the Pasco County School Board as part of the Hercules Park transfer of ownership to the City of Zephyrhills. Kimley-Horn will coordinate with City Council, CRA and the public to host Hercules Park meetings. Staff recommended Council’s approval of the Scope of Services for Hercules Park.

A conversation took place surrounding the \$250,000 line item for the restrooms which was determined to be consistent with current construction costs and will be built to be indestructible. A suggestion was made to include an infrastructure for future security cameras and there was concern for the compatibility of the mountain bike/BMX area adjoining a picnic area.

Lance Smith moved to approve Business Item 2.2. Seconded by Charles Proctor. Motion passed unanimously.

2.3 Approval to Move the November 22nd Council Meeting to November 29th

City Manager William Poe recommended Council’s approval to reschedule the November 22nd Council and CRA Meetings to November 29th.

Lance Smith moved to approve Item 2.3. Seconded by Kenneth Burgess. Motion passed unanimously.

2.4 Theatre Discussion

City Manager William Poe said Senator Burgess encouraged staff to submit a state appropriations request for the purchase and renovation of the Home Theatre. He believes the renovation of the Home Theatre will draw activity downtown and spur growth and development; although, it will provide additional work for staff. He said an appraisal takes four-to-six weeks and renovation cost estimates cannot be acquired prior to the November 17th submittal deadline.

A conversation took place surrounding Council's desire to support Senator Burgess' initiatives and Council's ability to provide a professional request supporting his goals and objectives given the time frame. Removing a large business from the tax rolls was discussed along with extensive renovation costs, limited parking and the possibility of the Home Theatre bumping other appropriations funding that is desperately needed. The City does not currently have a plan in place to care for historically significant structures and there would need to be a plan of action with an agreement for operators prior to acquiring an additional building.

Lance Smith moved to not move forward with an appraisal of the Home Theatre. Seconded by Charles Proctor. Motion passed unanimously.

CITIZEN COMMENTS

Spoke from the floor: Randy Stovall – 38314 Centennial Road – Dade City, FL 33525
Dr. Stovall presented a brief synopsis of the 5th Economic Summit held at City Hall in Council Chambers on Wednesday, October 13, 2021, 9:00 am. – 12:00 p.m. He said the agenda and speakers sequence went amazingly well to cover development, real estate, the 2020-2021 BizWalk and the opening of Kirkland Ranch Technical High School in 2022.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe reminded everyone of the Zephyrhills High School Homecoming Parade Thursday, October 28th at 4:30 p.m. on downtown Main Street. There is a Municipal Association of Pasco (MAP) Meeting and an event in Trilby on Thursday, November 4th.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Wilkeson encouraged everyone to attend the Halloween Howl event on Saturday, October 30th. The Haunted House will be located in the tenant space adjacent to Your Turn Board Game Café on 5th Avenue.

Councilman Proctor – N/A

Councilman Smith said a lady he knows began the process of splitting a lot through Pasco County in January 2021 to give her son a piece of property which will end up taking 14 months and cost \$6,000 to \$10,000. He commended City staff for not operating in the same fashion as Pasco County.

Councilman Burgess said the Zephyrhills High School football team is doing well. He said a former Zephyrhills High School Student, DiDi Castro-Johnson, will be the principal at the Kirkland Ranch Technical High School.

Council President Knight asked everyone to support the Zephyrhills High School football team.

3. NOTED ITEMS:

3.1 Kemple Estates Parcel No. 01-26-21-0050-00000-00A0

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

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

Meeting adjourned: 6:44 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.3

Approval of Agreement 41-21-38 for the Purchase of Products and Services to Support Drinking Water Production and Sewer Collection SCADA Needs with Data Flow Systems, Inc.

Issue:

Committed to DFS for Supervisory Control And Data Acquisition at Lift Stations and Well Sites

Background:

Years ago, the City decided to ensure the continuity of their SCADA systems for the Water Department and the Wastewater Collections Division by utilizing DFS.
DFS is a sole source provider of their proprietary products.

Attachment(s):

1. Agreement

Fiscal Impact:

Budgeted in FY2022 under the Water and Wastewater Divisions, with an approximate annual cost of less than \$100,000

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement and allow the Council President to sign

Blanket Purchase Agreement

1. **Intent** -- The intent of this Blanket Purchase Agreement (Agreement) is to cover the purchase of products and services to support our Drinking Water Production and Sewer Collections SCADA needs with standard equipment critical to our infrastructure. DFS has been supplying these services and products for over 15 years.
2. **Parties** – The parties involved in this Agreement is between the **City of Zephyrhills** located at 5335 8th Street, Zephyrhills, Florida 33542 and **Data Flow Systems Inc** located at 605 North John Rodes Blvd, Melbourne, Florida 32934.
3. **Agreement Period** – The initial term of this Agreement will be five (5) year. **October 1, 2021** through **September 30, 2026**. A two (2) five (5) year renewal option is available if both parties agree.
4. **Rate for Product/Services:** **See Exhibit A-Price schedule valid through 9/30/2022**
5. **Agreement Components** – This Agreement consists of this document, its appendices and all attached documents made a part hereof by this reference.
6. **Orders and Invoices** –
 - a. Orders will be placed against this Agreement via E-mail, FAX, telephone or oral communications.
 - b. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - i. Name of Vendor
 - ii. Blanket Purchase Agreement number
 - iii. A description of services furnished or supplies delivered, including model number, National Stock Number (NSN).
 - iv. Delivery order number
 - v. Date of purchase
 - vi. Quantity, unit price, and extension of each item (unit prices and extension need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
 - vii. Date of shipment
 - c. The requirement of the invoice are as specified in the Agreement. Invoices must be submitted to the **City of Zephyrhills, 5335 8th Street, Zephyrhills, Florida 33542, ATTENTION: Utilities Department** either by **US Mail** or **Emailing to Tmcintyre@ci.zephyrhills.fl.us**. The vendor's invoice must include, at a minimum the following:
 - i. Name of Vendor
 - ii. Date of preparation
 - iii. Vendor's invoice number
 - iv. Address to which payment should be mailed
 - v. City's Blanket Purchase Number
 - vi. A description of services furnished or supplies, including quantities, unit prices and extensions.
 - vii. Discount payment terms
 - viii. Name of requesting department for whom the shipment was made.

Blanket Purchase Agreement

7. **Acceptance for the Purpose of Payment** – Delivery of supplies to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after delivery and a thorough inspection indicates that the supply meets contract specifications and conditions. Should the delivered supply differ in any respect from the specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within five (5) days of delivery. If the proposed corrective action is not acceptable to the City, the Purchasing Department may authorize the requesting department to refuse final acceptance, in which case the supply(s) shall remain the property of the supplier, and the City shall not be liable for payment for any portion thereof.
8. **Price Escalation/De-escalation** – All prices will remain firm for the initial term of the Agreement. Any escalation in base prices thereafter will be made by mutual agreement between the City and the Vendor. Requests for price adjustments must be made in writing to the Utilities department by July 1st for effective date of October 1st. All adjustments shall be approved, in writing, by the City. Prices or billing amounts shall not exceed the prices stated in the Agreement or agreed adjusted price schedule without the prior written consent of the City. The prices stated include packing and crating. All price quotes do not include shipping costs, transportation F.O.B. destination. Vendor shall mail the invoice to the address above or email to tmcintyre@ci.zephyrhills.fl.us.
9. **Replacement Parts** – During this Agreement, the City reserves the sole right to determine replacements for products that are discontinued, upgraded or modified in any manner. Additionally, the City may add items to or delete items from this Agreement when it is in the best interest of the City.
10. **Estimated Quantities** – The quantities indicated are estimated only and this Agreement shall be binding only for the actual quantities ordered during the Agreement period.
11. **Changes** – Vendor will accept no change to the specifications of this Agreement unless authorized in writing by the City's Purchasing department. At its discretion, the City may make changes to the specifications on any supplies at any time. If such changes result in delay or additional expense to Vendor, an equitable adjustment of price and delivery schedule will be made.
12. **Delivery** – For any exception to the delivery date as specified in this Agreement or subsequent release, Vendor shall give prior notification and obtain approval thereto from the City's Utilities department. With respect to delivery under this Agreement, time is of the essence and the Blanket Purchase Agreement release is subject to termination for failure to deliver on time. The acceptance by the City of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
13. **Delivery Location:** Zephyrhills Wastewater Treatment Plant, 39825 Alston Avenue, Zephyrhills, Florida 33542.
14. **Inspection**-All items are subject to inspection and approval by the City. Such inspection shall be made within a reasonable time after delivery or completion of services, irrespective of the date of payment. The City may return rejected items at Vendor's expense. Vendor shall not replace items returned unless so directed by the City in writing.

Blanket Purchase Agreement

15. **Quality Standards**—Special brands, when named, are used to indicate the standard of quality, performance, or use desired. Delivery of Vendor's equal will be considered provided Vendor specifies brand and model, and furnishes the necessary descriptive literature. In the event the City elects to accept an alternate purported to be an equal by Vendor, the acceptance of the item will be conditioned on the City's inspection and testing after receipt. If in the sole judgment of the City the item is determined not to be equal, the material shall be returned at Vendor's expense and the release may be terminated.
16. **Title**—Title to material specified in this Agreement passes to the City on the date of delivery or on the date of acceptance of the order by the City, whichever is later.
17. **Warranty**—Vendor warrants items supplied under this Agreement conform to specifications herein, and are fit for the purpose for which such goods are ordinarily employed; except if stated in the provisions of this Agreement, the material must then fit that particular purpose. Vendor and the City agree that orders under this Agreement do not exclude, or in any way limit, other warranties, provided in this Agreement or by law.
18. **Quality Assurance**—Vendor warrants that the product delivered pursuant to this Agreement shall be of good material and workmanship, free from defects, and shall conform to the specifications, or samples specified or furnished to the City. This warranty shall survive any inspection, delivery, acceptance, or payment by the City.
19. **Defective Products and Services** – If any of the supplies delivered fails to comply with any term of this Agreement, Vendor shall promptly correct such discrepancy or replace such products at Vendor's expense following notice of such discrepancy from the City. If Vendor fails to so act within five (5) days of such notice, the City may cancel this Agreement as to all such products given Vendor notice, and in addition to its rights and remedies hereunder and at law and equity, the City may purchase substitute supplies elsewhere and charge Vendor with any loss incurred. Vendor warrants that all parts delivered under this Agreement to be free from defects in material and workmanship. Vendor's obligation is limited to furnishing, on an exchange basis, replacements for parts which have been promptly reported by the City as defective.
20. **Summary of Total Sales**—Vendor shall furnish the Utilities department as/when requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within thirty (30) calendar days following the request may result in Vendor being found in default.
21. **Safety Data Sheets (SDS) formerly Materials Safety Data Sheet**—In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), any commodity delivered or service provided under this Agreement that contain chemical compounds must be accompanied by a Safety Data Sheet (SDS) formerly Material Safety Data Sheet (MSDS). The SDS must include the following information:
 - a. The chemical and common name of the toxic substance;
 - b. The hazards or risks in the use of the toxic substance;
 - c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
 - d. The emergency procedure for spills, fire, disposal, and first aid;
 - e. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
 - f. The year and month (if applicable) the SDS information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Blanket Purchase Agreement

22. **Acknowledgment**—Within ten (10) workdays of receipt of this Agreement, Vendor shall submit to the City a signed copy of this Agreement by an authorized representative. The City will review and sign the agreement and forward a copy to the Vendor for their files.

23. **Notices**—Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address below:

CITY:

Tammy McIntyre-Utilities Dept
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Karen Miller-Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

24. **Severability**—Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

25. **Due Authority**—Each part to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

26. **Assignment**—Vendor shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

27. **Termination**—

- a. This Agreement may be terminated at any time by the City for convenience, upon thirty (30) days written notice to Vendor
- b. The City may terminate this Agreement upon written notice to Vendor in the event Vendor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Vendor with notice of default or an opportunity to cure, if the City determines that Vendor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

28. **Governing Law and Venue**—This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pasco County, Florida. Venue for any action brought in federal court

Blanket Purchase Agreement

shall be in the Middle District of Florida, Tampa Division, unless a division shall be in created in Pasco County in which case the action shall be brought in that division. Vendor consents to the personal jurisdiction of the aforementioned courts and irrevocably waives any objections to said jurisdiction.

29. **Public Records Law**—Vendor shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.
30. **Amendment**—This Agreement may be amended only in writing executed by both the City and the Vendor.
31. **Compliance with Laws**—Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Laws relating to nondiscrimination in employment and to furnishing of equal employment opportunity. Vendor shall also comply with City policies and procedures, including but not limited to policies and procedures related to security and internet access.
32. **Third Party Beneficiary**—No persons other than Vendor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.
33. **No Liens**—Vendor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Vendor, or to anyone using City property through or under Vendor. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
34. **No Construction Against Preparer of Agreement**—This Agreement has been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor’s professional advisors believe that this Agreement expresses their Agreement and that it should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of their efforts in preparing it.
35. **Use of Name**—Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party’s name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the City.
36. **Non-appropriation**—The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
37. **Indemnification**—
 - a. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”)

Blanket Purchase Agreement

from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- i. The performance of this Agreement (including any amendments thereto) by Vendor, its employees, agents, representatives or subcontractors; or
 - ii. The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
 - iii. Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors.
- b. The provision of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

38. **Force Majeure**—In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

39. **Entire Agreement**—This Agreement embodies the entire agreement between the City and Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The completed Agreement shall include the entire contents of the solicitation, all addenda, all of Vendor/Contractor's submittal, supplemental agreements, change orders, performance bond(s), bid bond, and any and all written agreements which alter, amend or extend the Agreement.

SIGNATURES

IN WITNESS WHEREOF, the City of Zephyrhills and Data Flow Systems Inc., have caused this Agreement to be executed by their duly authorized representatives effective as of the _____ day of _____, 2021.

Blanket Purchase Agreement

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori Hillman, City Clerk

BY: _____
William Poe, City Manager

DATA FLOW SYSTEMS INC

BY: _____
Name of Vendor Representative Signing

BY: _____
Witness

BY: _____
Witness

CONSENT ITEMS 2.4

Approval of Agreement 41-21-37 for the Purchase of Products and Services to Support the Neptune Meter R900 Automated Meter Reading System with Ferguson Waterworks

Issue:

Sole source provider of our Neptune Automated Meter Reading System components

Background:

Years ago the City decided to standardize their water meter manufacturer to Neptune Meters. This agreement will cover the purchase of products and services to support our Neptune Meter R900 Automated Meter Reading System. Sunstate Meter and Supply Inc., was the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida until it was sold to Ferguson Waterworks in October 2021.

Attachment(s):

1. Agreement-Ferguson - SunState
2. Zephyrhills -Neptune-Ferguson Waterworks Sole Source Florida 2021-22

Fiscal Impact:

Budgeted in FY2022 under the Water Division, with an approximate annual cost of \$300,000.
Highly dependent upon growth

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement and allow the Council President to sign

Ferguson Waterworks & Supply Blanket Purchase Agreement

1. **Intent** -- The intent of this Blanket Purchase Agreement (Agreement) is to cover the purchase of products and services to support our Neptune Meter R900 Automated Meter Reading System. Ferguson Waterworks., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida. It is the City's requirement to continue with standard equipment which is critical to our infrastructure.
2. **Parties** – The parties involved in this Agreement is between the **City of Zephyrhills** located at 5335 8th Street, Zephyrhills, Florida 33542 and **Ferguson Waterworks**, located at 14001 W. Newberry Road, Newberry, Florida 32669.
3. **Agreement Period** – The initial term of this Agreement will be five (5) year. **October 1, 2021** through **September 30, 2026**. A five (5) two (2) year renewal option is available if both parties agree.
4. **Rate for Product/Services:** See Exhibit A-Price schedule valid through 9/30/2022
5. **Agreement Components** – This Agreement consists of this document, its appendices and all attached documents made a part hereof by this reference.
6. **Orders and Invoices** –
 - a. Orders will be placed against this Agreement via E-mail, FAX, telephone or oral communications.
 - b. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - i. Name of Vendor
 - ii. Blanket Purchase Agreement number
 - iii. A description of services furnished or supplies delivered, including model number, National Stock Number (NSN).
 - iv. Delivery order number
 - v. Date of purchase
 - vi. Quantity, unit price, and extension of each item (unit prices and extension need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
 - vii. Date of shipment
 - c. The requirement of the invoice are as specified in the Agreement. Invoices must be submitted to the **City of Zephyrhills, 5335 8th Street, Zephyrhills, Florida 33542, ATTENTION: Utilities Department** either by **US Mail** or **Emailing to Tmcintyre@ci.zephyrhills.fl.us**. The vendor's invoice must include, at a minimum the following:
 - i. Name of Vendor
 - ii. Date of preparation
 - iii. Vendor's invoice number
 - iv. Address to which payment should be mailed
 - v. City's Blanket Purchase Number
 - vi. A description of services furnished or supplies, including quantities, unit prices and extensions.
 - vii. Discount payment terms
 - viii. Name of requesting department for whom the shipment was made.

7. **Acceptance for the Purpose of Payment** – Delivery of supplies to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after delivery and a thorough inspection indicates that the supply meets contract specifications and conditions. Should the delivered supply differ in any respect from the specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within five (5) days of delivery. If the proposed corrective action is not acceptable to the City, the Purchasing Department may authorize the requesting department to refuse final acceptance, in which case the supply(s) shall remain the property of the supplier, and the City shall not be liable for payment for any portion thereof.
8. **Price Escalation/De-escalation** – All prices will remain firm for the initial term of the Agreement. After twelve (12) months from start date of contract and for each subsequent year during the term, the pricing may be adjusted using the latest available Consumer Price Index (CPI) data as published by the US Bureau of Labor Statistics, Series ID “CUUR0000SA0-All items in U.S. city average, all urban consumers, not seasonally adjusted”. Should this CPI fluctuate by more than 1.5% within any contractual year, both parties reserve the right to re-address pricing at that time-including the possibility of a price increase (not to exceed 10%) or decrease to any one or more items included in the contract. Any escalation in base prices thereafter will be made by mutual agreement between the City and the Vendor. Requests for price adjustments must be made in writing to the Utilities department by July 1st for effective date of October 1st. All adjustments shall be approved, in writing, by the City. Prices shall not exceed U.S. Bureau of Labor Statistics (www.bls.gov) price index specified in herein. Approval of the price adjustment will establish a new base price, from which subsequent adjustments will be calculated. Prices or billing amounts shall not exceed the prices stated in the Agreement or agreed adjusted price schedule without the prior written consent of the City. The prices stated include packing and crating. All price quotes do not include shipping costs, transportation F.O.B. destination. Vendor shall mail the invoice to the address above or email to tmcintyre@ci.zephyrhills.fl.us.
9. **Replacement Parts** – During this Agreement, the City reserves the sole right to determine replacements for products that are discontinued, upgraded or modified in any manner. Additionally, the City may add items to or delete items from this Agreement when it is in the best interest of the City.
10. **Estimated Quantities** – The quantities indicated are estimated only and this Agreement shall be binding only for the actual quantities ordered during the Agreement period.
11. **Changes** – Vendor will accept no change to the specifications of this Agreement unless authorized in writing by the City’s Purchasing department. At its discretion, the City may make changes to the specifications on any supplies at any time. If such changes result in delay or additional expense to Vendor, an equitable adjustment of price and delivery schedule will be made.
12. **Delivery** – For any exception to the delivery date as specified in this Agreement or subsequent release, Vendor shall give prior notification and obtain approval thereto from the City’s Utilities department. With respect to delivery under this Agreement, time is of the essence and the Blanket Purchase Agreement release is subject to termination for failure to deliver on time. The acceptance by the City of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

13. **Delivery Location:** Zephyrhills Wastewater Treatment Plant, 39825 Alston Avenue, Zephyrhills, Florida 33542.
14. **Inspection**—All items are subject to inspection and approval by the City. Such inspection shall be made within a reasonable time after delivery or completion of services, irrespective of the date of payment. The City may return rejected items at Vendor's expense. Vendor shall not replace items returned unless so directed by the City in writing.
15. **Quality Standards**—Special brands, when named, are used to indicate the standard of quality, performance, or use desired. Delivery of Vendor's equal will be considered provided Vendor specifies brand and model, and furnishes the necessary descriptive literature. In the event the City elects to accept an alternate purported to be an equal by Vendor, the acceptance of the item will be conditioned on the City's inspection and testing after receipt. If in the sole judgment of the City the item is determined not to be equal, the material shall be returned at Vendor's expense and the release may be terminated.
16. **Title**—Title to material specified in this Agreement passes to the City on the date of delivery or on the date of acceptance of the order by the City, whichever is later.
17. **Warranty**—Vendor warrants items supplied under this Agreement conform to specifications herein, and are fit for the purpose for which such goods are ordinarily employed; except if stated in the provisions of this Agreement, the material must then fit that particular purpose. Vendor and the City agree that orders under this Agreement do not exclude, or in any way limit, other warranties, provided in this Agreement or by law.
18. **Quality Assurance**—Vendor warrants that the product delivered pursuant to this Agreement shall be of good material s and workmanship, free from defects, and shall conform to the specifications, or samples specified or furnished to the City. This warranty shall survive any inspection, delivery, acceptance, or payment by the City.
19. **Defective Products and Services** – If any of the supplies delivered fails to comply with any term of this Agreement, Vendor shall promptly correct such discrepancy or replace such products at Vendor's expense following notice of such discrepancy from the City. If Vendor fails to so act within five (5) days of such notice, the City may cancel this Agreement as to all such products given Vendor notice, and in addition to its rights and remedies hereunder and at law and equity, the City may purchase substitute supplies elsewhere and charge Vendor with any loss incurred. Vendor warrants that all parts delivered under this Agreement to be free from defects in material and workmanship. Vendor's obligation is limited to furnishing, on an exchange basis, replacements for parts which have been promptly reported by the City as defective.
20. **Summary of Total Sales**—Vendor shall furnish the Utilities department as/when requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within thirty (30) calendar days following the request may result in Vendor being found in default.
21. **Safety Data Sheets (SDS) formerly Materials Safety Data Sheet**—In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), any commodity delivered or service provided under this Agreement that contain chemical compounds must be accompanied by a Safety Data Sheet (SDS) formerly Material Safety Data Sheet (MSDS). The SDS must include the following information:

Ferguson Waterworks & Supply Blanket Purchase Agreement

- a. The chemical and common name of the toxic substance;
- b. The hazards or risks in the use of the toxic substance;
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- d. The emergency procedure for spills, fire, disposal, and first aid;
- e. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- f. The year and month (if applicable) the SDS information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

22. **Acknowledgment**—Within ten (10) workdays of receipt of this Agreement, Vendor shall submit to the City a signed copy of this Agreement by an authorized representative. The City will review and sign the agreement and forward a copy to the Vendor for their files.

23. **Notices**—Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address below:

Ferguson:

Jeff Kimbrough
Ferguson Waterworks #3648
SunState Meter
14001 W. Newberry Road
Newberry, Florida 32669
Jeff@Kimbroughsales.com

CITY:

Tammy McIntyre-Utilities Dept
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Karen Miller-Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

24. **Severability**—Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

25. **Due Authority**—Each part to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

26. **Assignment**—Vendor shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
27. **Termination**—
- a. This Agreement may be terminated at any time by the City for convenience, upon thirty (30) days written notice to Vendor
 - b. The City may terminate this Agreement upon written notice to Vendor in the event Vendor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Vendor with notice of default or an opportunity to cure, if the City determines that Vendor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
28. **Governing Law and Venue**—This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pasco County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be in created in Pasco County in which case the action shall be brought in that division. Vendor consents to the personal jurisdiction of the aforementioned courts and irrevocably waives any objections to said jurisdiction.
29. **Public Records Law**—Vendor shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.
30. **Amendment**—This Agreement may be amended only in writing executed by both the City and the Vendor.
31. **Compliance with Laws**—Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment and to furnishing of equal employment opportunity. Vendor shall also comply with City policies and procedures, including but not limited to policies and procedures related to security and internet access.
32. **Third Party Beneficiary**—No persons other than Vendor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.
33. **No Liens**—Vendor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Vendor, or to anyone using City property through or under Vendor. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
34. **No Construction Against Preparer of Agreement**—This Agreement has been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor's professional advisors believe that this Agreement expresses their Agreement and that it should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of their efforts in preparing it.

35. **Use of Name**—Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the City.
36. **Non-appropriation**—The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
37. **Indemnification**—
- a. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - i. The performance of this Agreement (including any amendments thereto) by Vendor, its employees, agents, representatives or subcontractors; or
 - ii. The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
 - iii. Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors.
 - b. The provision of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
38. **Force Majeure**—In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

Ferguson Waterworks & Supply Blanket Purchase Agreement

39. **Entire Agreement**—This Agreement embodies the entire agreement between the City and Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The completed Agreement shall include the entire contents of the solicitation, all addenda, all of Vendor/Contractor's submittal, supplemental agreements, change orders, performance bond(s), bid bond, and any and all written agreements which alter, amend or extend the Agreement.

SIGNATURES

IN WITNESS WHEREOF, the City of Zephyrhills and Data Flow Systems Inc., have caused this Agreement to be executed by their duly authorized representatives effective as of the _____ day of _____, 2021.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori Hillman, City Clerk

BY: _____
W. Alan Knight – Council President

Ferguson Waterworks

BY: _____
Name of Vendor Representative Signing

BY: _____
Witness

BY: _____
Witness

October 27, 2021

Mr. CJ Funnell
Utilities Department
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Mr. Funnell,

Please note that Ferguson Waterworks., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

CONSENT ITEMS 2.5

Approval of Piggyback Agreement 41-21-36 with Pasco County for the Purchase of As Needed Pumps Overhaul and Related Equipment Repair for Water and Wastewater Treatment Plants with PSI Technologies, Inc.

Issue:

Background:

PSI will provide all labor, equipment, materials and services, etc., necessary to repair submersible pumps, T and U-frame pumps/motors ranging from 1HP to 100 HP or greater, gear boxes, blowers, compressor, and other related equipment at the City's water and wastewater treatment plants. Work shall include but not limited to pump overhaul, repair and rewind of motors and related equipment as well as technical support, cost estimates, life expectancy information and maintenance recommendations.

Attachment(s):

1. PSI Agreement-Piggybacks 09302021

Fiscal Impact:

Funding is allocated in the FY 22 Water and Wastewater budgets and the annual amount is completely dependent upon equipment status.

Staff Recommendation:

The Utilities Director and City Manager recommend Council's approval

Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity

WHEREAS, **PSI Technologies, Inc.**, a Florida Corporation (the "Contractor") entered into an agreement dated July 13, 2020, with the **Pasco County**, a political subdivision of the State of Florida, for **As Needed Pumps Overhaul and Related Equipment Repair for Water and Wastewater Treatment Plants** (C44 UTOM20-0374) services procured pursuant to F. S. §287.057 (the "Contract"),

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

WHEREAS, the City desires to "piggyback" onto the above referenced Contract for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with **Pasco County** and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the work is completed.
3. **Term:** The City and Contractor agree to follow the current contract term with Pasco County As Needed Pumps Overhaul and Related Equipment Repair for Water and Wastewater Treatment Plants which **expires** on **July 12, 2023**.
4. **PUBLIC RECORDS**

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

6. 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. *Contractor/Vendor* 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/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.

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

7. **Insurance.** Contractor/Vendor 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.

Builders' Risk — 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.

PSI TECHNOLOGIES, INC, Authorized Representative

CITY OF ZEPHYRHILLS

Signature Date

Council President Date

ATTEST

Print Name Date

Lori L. Hillman Date
City Clerk

WITNESS

WITNESS

Signature Date

Signature Date

Attachments:

Pasco County Approval to Piggyback
PSI Technologies Approval to Piggyback
Bid Tabulation
PSI ITB-KM-20-081 Response
Pasco/PSI Contract

CONSENT ITEMS 2.6

Approval of Task Assignment 22-02 for the North Side Master Lift Station and Force Main Project Design with Jones Edmunds

Issue:

Expand the existing sewer system in the north end of the city. A new master lift station (MLS) will be designed to redirect some of the existing flows in the area and increase the capacity of the system. Require Council approval and Council Presidents signature upon this Task Assignment.

Background:

It became painfully aware that the city was lacking wastewater service for all the areas to the north, north east, and north west areas of the city for any future development. Leading to this project. Install approximately 16,000 linear feet (LF) of 12-inch PVC force main piping, within the right-of-way, following Otis Allen Rd., crossing under Old Lakeland Highway (CR535), along the east right-of-way (ROW) of CR 535 south, and ending at the southwest corner of CR 54 and CR 535. Install a master lift station on property obtained by the city near the intersection of 23rd and Otis Allen.

Attachment(s):

1. Task Assignment - JE-22-02

Fiscal Impact:

Funding provided in the FY22 budget under the Wastewater Division - Infrastructure line item. Design cost \$187,515.00

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement and allow the Council President to sign.

THE CITY OF ZEPHYRHILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 22-02

NORTHSIDE LIFT STATION AND FORCE MAIN FINAL DESIGN

PURPOSE

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, between The City of Zephyrhills, Florida (CITY) 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.

METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018 Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis as identified below and shall not exceed one hundred eighty-seven thousand five hundred fifteen dollars (\$187,515) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

STANDARD OF CARE

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

PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The CONSULTANT shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the 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*)

Attachment to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1—SCOPE OF SERVICES

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

NORTHSIDE LIFT STATION AND FORCE MAIN PRE-DESIGN STUDY

BACKGROUND

The City of Zephyrhills intends to expand their existing sewer system in the north end of the City. A new master lift station (MLS) will be designed to redirect some of the existing flows in the area and increase the capacity of the system. The designed force main from the new MLS will manifold into the existing force main adjacent to LS 66. This will allow the city to, accrue additional customers, and specifically to provide higher level of service for both customers and future growth.

The project includes:

1. Installing approximately 16,000 linear feet (LF) of 12-inch PVC force main piping, within the right-of-way, following Otis Allen Rd., crossing under Old Lakeland Highway (CR 535), along the east right-of-way (ROW) of CR 535 south, and ending at the southwest corner of CR 54 and CR 535 (becomes Chancey Road) where it will connect into the city's existing 10-inch force main that carries the effluent of LS 66. All pipelines shall be placed within existing ROW, and easements shall not be required or obtained.
2. Installing a master lift station on property obtained by the city near the intersection of 23rd and Otis Allen. This master station will accept flows from areas north of this and shall act as a master station for most of the new development in the area. The station will be designed as a triplex station with a 12' diameter precast wetwell. Based on the preliminary engineering findings, it is anticipated that initially 2-125 hp submersible pumps will be used (with provisions for a third future). In addition, a prefabricated climate controlled electrical building and backup generator will be provided. Space will also be identified for a future odor control system.
3. Provisions will be made in the pipeline for future connections at specific locations approved by the city.
4. All design constraints will comply with the CITY's standard design requirements.

SCOPE OF WORK

The Scope of Work includes survey, preliminary and final design, and bidding and construction-phase (future TA) services as described below.

TASK 1 – PROFESSIONAL LAND SURVEYING SERVICES

The CONSULTANT will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed force main extension route in support of the force main design. Route survey corridors will be from right-of-way to right-of-way along Otis Allen and County Road 535, then the south side of County Road 54, from the centerline of pavement to 30 feet past the ROW line. A description of the typical services to be provided are listed below.

The topographic/location survey will include:

- All above-grade utilities and structures, fencing, piping, roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, scrubs, valve boxes, water meters, curbs, tree lines, etc., within the survey limits.
- Edge-of-pavement, ground-surface, and top-of-improved-surface (e.g., roads, driveways, sidewalks, stormwater structures, valve boxes) elevations. Ground-surface elevations will be surveyed at an interval, as required, not exceeding 100 feet.
- Rim and invert elevations of any stormwater structures, including diameters, materials, and invert elevations of connecting pipes.
- Locations of buried utilities as marked by the utility providers. The surveyor will review records and contact all utility providers to have their utilities marked. The survey will include the locations and the utility owners' contact information. The surveyor's work will be limited to Subsurface Utilities Engineering (SUE) Quality Levels D and C.
- The location, owner, and owner's contact information for each property encountered.

The CONSULTANT will coordinate with the CITY regarding the vertical and horizontal controls used for the survey. The survey will be used as the base map for the design drawings.

Deliverables: The CONSULTANT will provide the CITY with one paper copy of the survey signed and sealed by the PLS and an electronic copy of the survey on CD/DVD (Adobe Acrobat format and AutoCAD format).

TASK 2 – GEOTECHNICAL SERVICES

The CONSULTANT will authorize a professional geotechnical engineer subconsultant for this project. The geotechnical engineering subconsultant will provide a geotechnical report summarizing the apparent seasonal high water table, soils classification (AASHTO), recommended trench construction, recommended subgrade preparation, and minimum compaction densities to be used for design. The total number of assumed borings, based on horizontal directional drills expected at major road crossings, is 18.

Deliverables: The CONSULTANT will provide the CITY with one paper copy of the geotechnical report signed and sealed by the geotechnical engineer and one electronic copy of the geotechnical report on CD/DVD (Adobe Acrobat format).

TASK 3 – PERMITTING ASSISTANCE

The CONSULTANT will conduct pre-application meetings with other permitting agencies, Florida Department of Environmental Protection [FDEP], and Pasco County, to determine any specific design criteria, type of permits required, and permit application review fees.

The CONSULTANT is currently unaware of any required permits other than those identified below. Any required permitting identified during this pre-application process will be reported to the CITY and addressed as part of a contract amendment if required.

PASCO COUNTY RIGHT-OF-WAY USE

This project will require a Pasco County Right-of-Way Use Permit. The CONSULTANT will:

- Prepare the Permit forms and the associated permit application package, including figures, cross sections, and maps.
- Respond to up to one Request for Additional Information (RAI) from the County.

The CITY will pay the permit fees associated with the required permits.

CSX CROSSING

This project will require a CSX railway crossing Permit. The CONSULTANT will:

- Prepare the Permit forms and the associated permit application package, including figures, cross sections, and maps.
- Respond to up to one Request for Additional Information (RAI) from CSX.

The CITY will pay the permit fees associated with the required permits.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) WASTEWATER COLLECTION/TRANSMISSION PERMIT APPLICATION

Jones Edmunds will prepare and submit FDEP Form 62-604.300(8)(a), Notification and Application for Constructing a Domestic Wastewater Collection/Transmission System, and respond to up to one RAI. We assume that the City will pay the permit application fee of \$650.00, although they may have an exemption.

Deliverables: The CONSULTANT will submit one paper copy and one electronic copy in Adobe Acrobat format of the draft permit application packages to the CITY for review and one paper copy of the final permit application packages to the CITY for signature. The CONSULTANT will collect the signed permit application package from the CITY and submit the application to the appropriate agencies. One paper copy and one electronic copy in Adobe Acrobat format of the fully-executed permit-application package will be subsequently submitted to the CITY.

TASK 4 – 30% DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop a 30% Design. The 30% Design will establish the requirements of and elements to be included in the final design. For this task, the CONSULTANT will:

- Develop 30% drawings of the proposed lift station and forcemain route. Provide narrative of details of proposed connections, routing requirements, and proposed design elements (e.g., piping and valves).
- Develop a preliminary opinion of probable construction cost.

30% DESIGN SUBMITTAL

The 30% Design will include the items listed above and will be submitted to the CITY for review and comment.

Deliverables: The CONSULTANT will submit one electronic copy of the 30% Design to the CITY in Adobe Acrobat format.

TASK 5 – 90% DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop the Construction Drawings, Technical Specifications, and an opinion of probable construction cost.

The drawings will consist of General, Civil, Mechanical and Electrical Drawings. Attachment 1-A presents the preliminary drawing list used as a basis for the fee estimate. The CONSULTANT's standard details and presentation will be used and will maintain compliance with the CITY's Utility Standards. The forcemain Plan sheets will be prepared at the following scale:

- Horizontal: 1 inch = 40 feet (full-size sheets, 22-x-34-inch); and 1 inch = 80 feet (half-size sheets, 11-x-17-inch).

The CONSULTANT will use its standard Construction Standards Institute 16-division format front-end documents and technical specifications for this project. The CONSULTANT will customize its technical specifications based on comments from the CITY.

90% DESIGN SUBMITTAL

The CONSULTANT will submit the 90% Design Submittal to the CITY for review and comment. The 90% Design Submittal will present the CONSULTANT's proposed complete design pending the CITY's comments and will include drawings, front-end documents (based on CITY standards), technical specifications, an updated opinion of probable construction cost, and draft permit application packages.

The CONSULTANT assumes that the CITY will need 2 weeks to review the submittal package. The CONSULTANT will participate in a review meeting at the CITY's office to discuss and obtain the CITY's comments. The Scope of Work assumes that the CITY will have only minor comments to incorporate for the Final Design Submittal. The CONSULTANT will incorporate into the documents the CITY's comments agreed to at the meeting. Subsequently, the CITY and CONSULTANT project managers will resolve any unresolved comments.

Deliverables: The CONSULTANT will provide to the CITY one electronic copy (Adobe Acrobat format) of the items indicated above for the 90% Design Submittal. The CONSULTANT will distribute electronic copies of the design review meeting minutes to meeting attendees by e-mail only. The meeting minutes will include the disposition of the CITY's comments.

TASK 6 – FINAL DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop the drawings, technical specifications, and an opinion of probable construction cost.

The drawings and specifications will comply with the same criteria as defined under Task 5 (90% Design submittal).

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, the CONSULTANT will incorporate the CITY's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final Design Submittal will include the drawings, front-end documents, technical specifications, a final opinion of probable construction cost, and permit application package(s) for the CITY's signature.

Deliverables: The CONSULTANT will provide to the CITY five paper copies signed and sealed and one electronic copy on CD (Adobe Acrobat format) of the items indicated above. Three drawing sets will be half-size (11-x-17-inch) and two drawing sets will be full-size (22-x-34-inch).

TASK 7 – BIDDING SERVICES

BIDDING SERVICES

To assist the CITY during a proposed 60-day bidding and award process for the project, the CONSULTANT will:

- Provide electronic Bid Documents in Adobe Acrobat format to the CITY. The CITY will advertise the project; print, sell, distribute, and maintain distribution records of Bid Documents to the prospective bidders; and correspond with prospective bidders.
- Assist with one addendum to the Contract Documents, if required. The CITY will collect verbal and written questions from prospective bidders and decide if issuing an addendum is required. The CONSULTANT will distribute responses to bidders' questions to the CITY electronically for the CITY to incorporate into the addendum. The CITY will prepare the addendum and distribute copies to the prospective bidders.
- Attend one pre-bid meeting with prospective bidders. The CITY will direct the meeting and develop and issue any minutes or addenda associated with the pre-bid meeting.
- The CONSULTANT will review the bids received, prepare a bid tabulation, investigate the apparent low bidder's history, and develop a letter of bid evaluation.

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- This Scope of Work does not include permitting services other than those described herein.
- This Scope of Work is for work within Pasco County ROW, CITY ROW, and CITY-owned property only (including temporary easements).
- This project will not require design or permitting of stormwater systems.
- The project will not require modifications to existing roads.

- This project will not require a General ERP or Section 404 Permitting.
- Wetland mitigation, design, and permitting are excluded from this Scope of Work.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Work.
- This project will not require any coordination between the CONSULTANT and the CITY's or Pasco County's land-development department(s).
- RAIs from permitting agencies shall not result in changes to the pipeline route/alignment or construction methods.
- The CITY will acquire all required easements/properties, legal descriptions, and official boundary surveys. The CONSULTANT has not included any professional services related to these activities in this Scope of Work.
- The CITY has selected SUE Quality Level C and D surveys for this project. The quality levels are defined in the Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. The design documents will be based on the information acquired from the CITY's selected SUE quality level. If SUE Quality Levels A or B are necessary during design to avoid utility conflicts, then the CONSULTANT will provide the additional SUE services through a modification to this Scope of Work.
- If redesign is necessary because of differences between surveyed and actual conditions, the CONSULTANT will provide such redesign services through a modification to this Scope of Work.

ATTACHMENT 1A—PRELIMINARY DRAWING LIST

DWG	TITLE
G-1	COVER SHEET
G-2	DRAWING INDEX AND DESIGNATION
G-3	ABBREVIATIONS
G-4	GENERAL NOTES
G-5	CIVIL AND MECHANICAL LEGENDS AND PIPE SCHEDULE
G-6	KEY MAP
C-1	PLAN
C-2	PLAN
C-3	PLAN
C-4	PLAN
C-5	PLAN
C-6	PLAN
C-7	PLAN
C-8	PLAN
C-9	PLAN
C-10	PLAN
C-11	HDD PLAN & PROFILE
C-12	HDD PLAN & PROFILE
C-13	HDD PLAN & PROFILE
C-14	JACK & BORE PLAN & PROFILE
C-15	DETAILS
C-16	DETAILS
C-17	DETAILS
C-18	DETAILS
C-19	STORMWATER POLLUTION PREVENTION PLAN NOTES
C-20	STORMWATER POLLUTION PREVENTION PLAN DETAILS
C-21	SUGGESTED MOT PLAN
M-1	MASTER LIFT STATION SITE PLAN
M-2	MASTER LIFT STATION SECTIONS
M-3	MASTER LIFT STATION DETAILS
M-4	MASTER LIFT STATION DETAILS
E-1	ELECTRICAL LEGEND
E-2	ELECTRICAL SITE PLAN
E-3	ELECTRICAL ONE-LINE DIAGRAM
E-4	ELECTRICAL DETAILS
E-5	ELECTRICAL DETAILS
E-6	ELECTRICAL DETAILS

ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of Notice to Proceed and continue until the Scope of Work is completed and accepted by the CITY. This project shall maintain the schedule provided below. If the schedule is altered because of unforeseen delays (including extended City reviews), the CONSULTANT shall notify the CITY's Project Manager immediately and a mutually agreeable revised schedule will be established. Please note that the schedule assumes survey is received within 60 days of NTP. If survey is delayed, additional submittal milestones may be affected.

Milestone	Activity Duration (Days)	Days from NTP
DESIGN		
Survey	60	60
Submit 30% Design Submittal Package	45	105
Receive CITY's 30% Review Comments	10	115
Submit 90% Design Submittal Package	45	160
Receive CITY's 90% Review Comments	14	174
Submit Final Design Submittal Package	14	188
BIDDING		
CITY Prepares for Bid	30	218
CITY Receives Bids	30	248
CONSTRUCTION (Not Included in this Scope)		
CITY Awards Construction Contract	30	278
CITY Issues Construction Notice to Proceed	5	283
CITY Issues Construction Substantial Completion	270	553
CITY Issues Construction Final Completion	30	583
CITY Closes Out Contract	20	603

ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

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

The following is a list of proposed team members for this project. Any changes to the proposed project team will be coordinated in advance with the CITY’s Project Manager.

Name	Title	Responsibility
Michael Clark, PE	Senior Engineer	Client Services Manager
Ken Fraser, PE	Senior Engineer	Senior QAQC
Donald Sheldon, PE	Project Engineer	Task Manager and Project Engineer
Gregg Fruecht	Senior Technician	Bidding Services Task Leader

ATTACHMENT 4—TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, the CITY will compensate the CONSULTANT on a lump-sum fee, percent-complete basis as follows:

Task	Labor	Expenses	Subconsultant	Total
Provide PLS Services	\$2,100		\$39,700	\$41,800
Provide Geotechnical Services	\$3,580		\$18,000	\$21,580
Provide Permitting Assistance	\$23,590	\$500	\$0	\$24,090
30% Design	\$34,130	\$2,350	\$0	\$36,480
Prepare 90% Design	\$34,980	\$1,700	\$0	\$36,680
Prepare Final Design	\$12,080	\$800	\$0	\$12,880
Provide Bidding Services	\$11,305	\$2,700	\$0	\$14,005
Total	\$121,765	\$8,050	\$57,700	\$187,515

ATTACHMENT 5—TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the CITY OF ZEPHYRHILLS, Florida and JONES EDMUNDS & ASSOCIATES, INC., dated July 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 20th day of October 2021.

By:  (affiant's signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

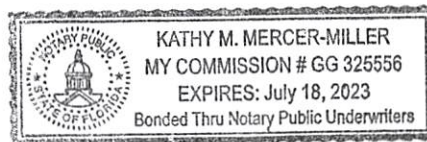
BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 20th day of October, 2021, by Stanley F. Ferreira, Jr. He is personally known to me.

Kathy M Mercer-Miller

Type or Print Name

COMMISSION SEAL/NUMBER:



SIGNATURE

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

OWNER:

The City of Zephyrhills, FL

By: _____
Council President

Date Approved: _____

CONSULTANT:

Jones Edmunds & Associates, Inc.

By: _____
Stanley F. Ferreira, Jr.
President & CEO

MC Clark 10/19/2021

PSimms 10/20/2021

ATTEST:

By: _____
Lori Hillman, City Clerk

Date: _____

ATTEST:

By: _____
Linda Lyles, Contracts Specialist

CONSENT ITEMS 2.7

Resolution 786-21 - Amend Resolution No. 783-21 from Payable Semi-Annually to Monthly for Mayor-Council Compensation

RESOLUTION NO. 786-21 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 783-21 ESTABLISHING COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS."

Issue:

Attached for your consideration is a proposed resolution amending Resolution 783-21.

Background:

Council approved Resolution 783-21 on October 11, 2021 providing for salary increases for each Councilmember. The resolution stated that each member would be paid semi-annually. Council members are paid monthly, therefore the resolution should read that each member will be paid monthly.

No other changes are proposed.

Attachment(s):

1. Resolution 786-21 - Amend Resolution No. 783-21 from Payable Semi-Annually to Monthly for Mayor-Council Compensation

Fiscal Impact:

No fiscal impact with the approval of Resolution 786-21

Staff Recommendation:

Staff recommends approval of Resolution 786-21 as presented.

RESOLUTION NO. 786-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 783-21
ESTABLISHING COMPENSATION FOR THE MAYOR AND CITY
COUNCIL MEMBERS.**

WHEREAS, SECTION 21.07 of the Charter of the City of Zephyrhills, provides that City Council may, by Resolution fix compensation for its members, provided that the compensation of members of City Council shall not be changed so far as to effect an increase for any member for the term to which that member has already been elected; and

WHEREAS, SECTION 32.04 of the Charter of the City of Zephyrhills, provides that City Council may, by Resolution fix compensation for the Mayor, provided that the compensation of the Mayor shall not be changed so far as to effect an increase for the Mayor for the term to which he or she has already been elected.

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

1. That compensation for the members of City Council shall be fixed at Seven Thousand, Two Hundred Dollars (\$7,200.00), per year, payable monthly with a Six Hundred Dollar payment.
2. That compensation for the Mayor shall be fixed at Seven Thousand, Two Hundred Dollars (\$7,200.00), per year, payable monthly with a Six Hundred Dollar payment.
3. Compensation paid to the Mayor or City Council members pursuant to this Resolution shall not affect an increase for the Mayor or any City Council member for the term to which that member has already been elected.

PASSED and **ADOPTED** by the City Council of the City of Zephyrhills, Florida sitting in regular session this 8th day of November, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

CONSENT ITEMS 2.8

Approval of Facility Encroachment Agreement 41-21-39 for Conveyance of Potable Water and Raw/Treated Sewage at Gagne Development with CSX Transportation, Inc.

Issue:

Gagne property developers are bringing water and sewer services to their properties from the east side of the railroad to the west side along Chancey Rd.

Background:

Gagne property developers are bringing water and sewer services to their properties from the east side of the railroad to the west side along Chancey Rd. Our current location of utilities are located at the intersection of Chancey Rd, and Copeland Dr.

Attachment(s):

1. CSX939003 Agreement clean 10.12.2021
2. Gagne
3. Gagne- CSX Permit CGL Agreement 10-27-21.docx

Fiscal Impact:

Capacity Fee credits will be reimbursed around the time of permitting homes due to the upsizing of water and sewer lines.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement and allow the Council President to sign.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of October 12, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF ZEPHYRHILLS, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 5335 8th Street, Zephyrhills, Florida 33542, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Zephyrhills, Pasco County, Florida, Jacksonville Division, Yeoman Subdivision, Milepost S-809.44, Latitude N28:12:30., Longitude W82:10:04.;
2. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Zephyrhills, Pasco County, Florida, Jacksonville Division, Yeoman Subdivision, Milepost S-809.46, Latitude N28:12:30.657, Longitude W82:10:03.8532;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ONE THOUSAND AND 00/100 U.S. DOLLARS (\$1,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from

any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's

sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee, subject to and to the fullest extent permitted by Florida Statute 768.28, expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden

pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment

rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: (813) 778-1018.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF ZEPHYRHILLS

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

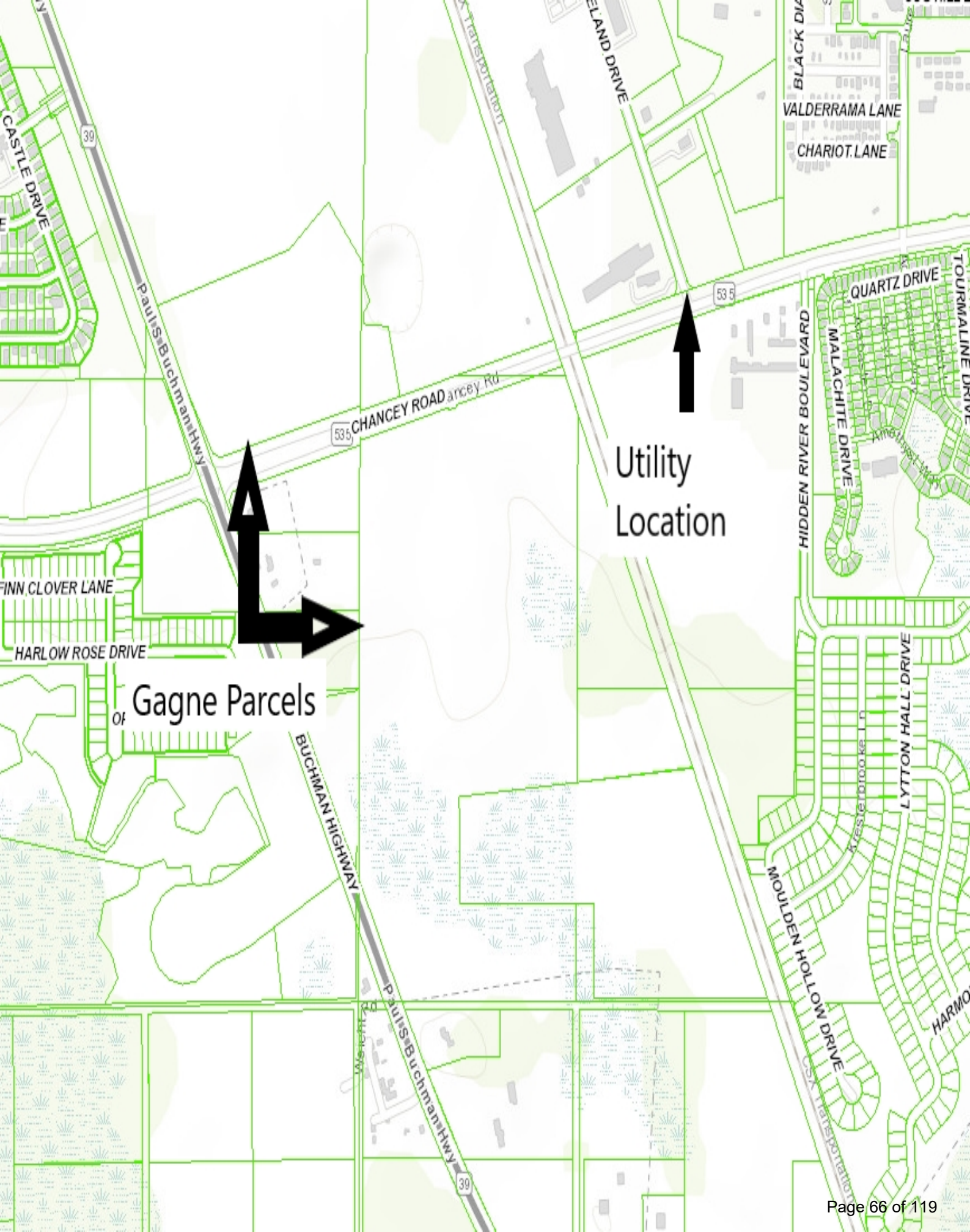
Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Gagne Parcels

Utility Location



Letter of Intent

October 27, 2021

John Bostic III
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542-4312

Re: Gagne Planned Unit Development (PUD 0012-21) – CSX939003 Facility Encroachment Agreement

Dear Mr. Bostic,

Please accept this Letter of Intent as a commitment that Meritage Homes of Florida, Inc will conform to requirements established in Section 10, of the CSX Facility Encroachment Agreement (Exhibit A) which requires contractors to meet minimum insurance requirements when performing work in relation to said agreement. This agreement shall cover the Offsite Utility Work (shown in Exhibit B) that will encroach into CSX owned property related to the construction of the property contracted to be purchased by Meritage Homes of Florida, Inc within the Gagne Planned Unit Development (PUD 0012-21).

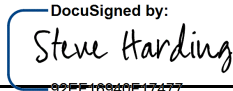
As requested, Meritage Homes of Florida, Inc will list the City of Zephyrhills as an additional Insurer on the policy and will meet all other insurance requirements in Section 10 of the CSX Facility Encroachment Agreement to be provided at time of Construction.

Please feel free to contact me with any questions.

Sincerely,

Steve Harding
Florida Region President
Meritage Homes
10117 Princess Palm Ave, Suite 550
Tampa, FL 33610
O: 813.386.8770

Agreed and accepted,

By:  10/27/2021
Name: Steve Harding
Its: Division President

CONSENT ITEMS 2.9

Approval to purchase police vehicles - Florida Sheriff's Association Contract

Issue:

The police department would like to purchase seven more vehicles to continue replacing an ageing fleet of cars.

Background:

The police department would like to continue the phase-out of the smaller Dodge Chargers and continue the transition to the larger SUV or pickup truck.

Attachment(s):

1. Vehicle Purchase Documents_2021-22

Fiscal Impact:

According to the Florida Sheriff's Association contract, the price of each vehicle is roughly 35,000. The police department would like to purchase seven more vehicles (five SUVs and two pickup trucks) to continue replacing a fleet of cars that present countless maintenance challenges. The five SUVs will cost \$44,805.86 per vehicle for a total of \$224,029.30. The purchase of the two pickup trucks will be used by our Special Response Team (SRT) and will cost \$41,985.84 per vehicle for a total of \$83,971.68. The total of the seven vehicles, plus \$529.19 in miscellaneous radio equipment, is \$308,530.11. The department budgeted \$355,000 for the seven vehicles, putting the purchase \$46,469.89 under budget. However, missing from the price is the purchase of the in-car camera. We are currently researching other in-car video options for the seven vehicles which will be utilized with the remaining amount budgeted.

Staff Recommendation:

Staff recommends the purchase of the seven vehicles as listed.

CONSENT ITEMS 2.9

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Staff Recommendation:

Staff recommends the purchase of the seven vehicles as listed.

PTU

ZEPHYRHILLS POLICE DEPARTMENT

Prepared for: ZEPHYRHILLS POLICE DEPARTMENT LT NATHAN GARDNER 813-780-0050 X 3304 ngardner@police.zephyrhills.fl.us		Contract Holder DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210		DATE: 10/5/21
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
<i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>				
Labor	Code	Equipment	Price	
0	SPEC 255	2022 FORD POLICE INTERCEPTOR AWD- K8A	\$ 33,017.00	
0	99B.44U	3.3L V6 ENGINE	NC	
0	INCL	POWER WINDOWS & DOOR LOCKS	NC	
0	INCL	BACKUP CAMERA	NC	
0	55F	KEYLESS ENTRY- INCLUDES 4 KEY FOBs	NC	
0	51R	DRIVER SIDE SPOT LIGHT	NC	
0	17T	SWITCHABLE RED/WHITE LIGHTING	\$ 49.00	
0	52P	HIDDEN DOOR LOCK PLUNGERS	\$ 159.00	
0	17A	REAR A/C	\$ 609.00	
0	OZN	DELIVER TO DANA SAFETY TAMPA TO INCLUDE PDI AND ALL RECALLS COMPLETED. PAPERWORK/TAG/INVOICE WILL BE SENT OVERNIGHT ONCE VEHICLE ARRIVES TO DANA SAFETY	\$ 269.00	
0	TAG.TTO	NEW CITY TAG & TITLE	\$ 173.00	
0				
0	YZ	EXTERIOR: OXFORD WHITE	NC	
0	96	INTERIOR: BLACK CLOTH SEAT FRONT & REAR VINYL	NC	
0		VINYL FLOOR	NC	
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST			\$ 34,276.00	
TOTAL QUANTITY		5	TOTAL PURCHASE \$ 171,380.00	

ZEPHYRHILLS POLICE DEPARTMENT

Prepared for: ZEPHYRHILLS POLICE DEPARTMENT LT NATHAN GARDNER 813-780-0050 X 3304 ngardner@police.zephyrhills.fl.us		Contract Holder DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210		DATE: 10/5/21
PLEASE RETURN RECEIPT OF QUOTE VIA EMAIL				
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.				
Labor	Code	Equipment	Price	
0	SPEC 257	2022 FORD F-150 POLICE RESPONDER 4X4- W1P	\$ 34,207.00	
0	998	3.5 L V6 ECOBOOST ENGINE	NC	
0	44G	10-SPEED AUTOMATIC TRANSMISSION	NC	
0	145 WP	145 WHEELBASE 5.5' BED	NC	
0	67P	REMOTE KEYLESS ENTRY- INCLUDES 4 FOBS	NC	
0	INCL	POWER WINDOWS & DOOR LOCKS	NC	
0	INCL	BACKUP CAMERA	NC	
0	INCL	3.31 E-LOCKING AXLE	NC	
0	D51R	DELETE DRIVE SIDE SPOT LIGHT	\$ (195.00)	
0	17C	CHROME FRONT AND REAR BUMPERS (REQ FOG LAMPS)	\$ 174.00	
0	595	FOG LAMPS	\$ 139.00	
0	41A	BADGE DELETE	\$ -	
0	18B	BLACK PLATFORM RUNNING LIGHTS	\$ 249.00	
0	60C	PRE-COLLISION ASSIST WITH PEDESTRIAN DETECTION	\$ 144.00	
0	OZN	DELIVER TO DANA SAFETY TAMPA TO INCLUDE PDI AND ALL RECALLS COMPLETED. PAPERWORK/TAG/INVOICE WILL BE SENT OVERNIGHT ONCE VEHICLE ARRIVES TO DANA SAFETY	\$ 269.00	
0	TAG.TTO	NEW CITY TAG & TITLE	\$ 173.00	
0				
0	D1	EXTERIOR: STONE GRAY METALLIC	NC	
0	HX	EXTERIOR: ANTIMATTER BLUE	NC	
0	PB	INTERIOR: BLACK CLOTH SEAT FRONT 40/BLANK/40 & REAR VINYL	NC	
0		VINYL FLOOR	NC	
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST			\$ 35,160.00	
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 70,320.00	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410772-C
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ZEPHYRHILLS, FL 33542

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		net30	
Entered By		Salesperson		Ordered By	Project Name	
Chris Debrita		Christian Debrita - Tampa		LT. GARDNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	BK0534ITU20 SETINA PB400 Warehouse: TAMP Vin #:		374.2500	1,871.25
4	4	Y	FRONT BUMPER GK10271UHKSSCAXL SMC SINGLE T-RAIL GUNLOCK W/UNIV LOCK XL & H/C KEY O/R Warehouse: TAMP Vin #:		246.7500	987.00
5	5	Y	PK0373ITU20 SMC #6VS RP UNCOATED POLY PARTITION Warehouse: TAMP Vin #:		576.0000	2,880.00
5	5	Y	WITH TALLMAN BRACKETS WK0514ITU20H SMC Window Barrier Steel Horizontal Warehouse: TAMP Vin #:		209.2500	1,046.25
5	5	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: TAMP Vin #:		276.7500	1,383.75
5	5	Y	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: TAMP Vin #: with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition		1,019.0000	5,095.00

Print Date	10/21/21
Print Time	10:49:18 AM
Page No.	1

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		net30	
Entered By			Salesperson	Ordered By		Project Name
Chris Debrita			Christian Debrita - Tampa	LT. GARDNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	EVL12-FIU20-1B2W BI ECLIPSE BAR 2020 FIUT BLUE W/W Warehouse: DROP Vin #:		625.0000	3,125.00
20	20	Y	BI-ST6-BB BI Super Thin 6 LED Surface Mount - Blue/Blue Warehouse: DROP Vin #: 2 OF THESE WILL BE MOUNTED ON THE REAR PASSENGER DOOR ON TOP OF PLASTIC DOOR PANEL TO THE REAR FACING OUT		75.0000	1,500.00
20	20	Y	2 WILL BE MOUNTED IN REAR CARGO WINDOW BOTTOM CENTER MS6BHD-BW BI MINI SPECTRE HOOD/TRUCK MNT BW Warehouse: TAMP Vin #: 2 OF THESE WILL BE MOUNTED ON THE REAR PASSENGER DOOR ON TOP OF PLASTIC DOOR PANEL TO THE REAR FACING OUT EACH SIDE. 2 OF THESES WILL BE MOUNTED IN THE REAR SIDE CARGO WINDOW BOTTOM CENTER FACING OUT EACH SIDE		103.0000	2,060.00
5	5	Y	BI-PAL06 Brooking 6 Diode Hide Away/Surface Mount Pair Blue Warehouse: TAMP Vin #: BI/PAL06B/HIDE AWAY THESE LIGHTS WILL BE MOUNTED IN THE REVERSE LIGHT AREA FACING REAR		119.5000	597.50

Print Date	10/21/21
Print Time	10:49:18 AM
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Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
10/08/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE				net30			
Entered By			Salesperson			Ordered By			Project Name		
Chris Debrita			Christian Debrita - Tampa			LT. GARDNER					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
10	10	Y	BI-ST6-BB BI 6 Diode Super Thin Surface Mount Blue Warehouse: TAMP Vin #: UNDER HATCH LIGHTS FACING REARWARDS					75.0000	750.00		
5	5	Y	7160-0500 GJ 6" SWING ARM WITH CLEVIS Warehouse: TAMP Vin #:					228.0000	1,140.00		
5	5	Y	7170-0734-01 GJ 2020+ FORD PIUT CONSOLE, ARMREST, & DUAL CUP Warehouse: TAMP Vin #: NO ADDITIONAL MOUNTING HARDWARE NECESSARY, MOUNTS DIRECTLY TO VEHICLE. INCLUDES THE 7160-14466 CONSOLE, THE 7160-0846 INERNAL CUP HOLDER, & THE 7160-0429 REAR MOUNTED ARMREST. PACKAGE INCLUDES THE FOLLOWING EQUIPMENT BRACKETS --- 1) 1) 295 SL5A6 1) HARRIS XG25M DM78B 1) 1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALL. ***** *****					513.8000	2,569.00		

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Print Time	10:49:18 AM
Page No.	3

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Entered By			Salesperson	Ordered By	Project Name	
Chris Debrita			Christian Debrita - Tampa	LT. GARDNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: TAMP Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****		246.0000	1,230.00
5	5	Y	RL1019 MI LED MAGCHARGER KIT W/AC & DC POWER CORDS Warehouse: TAMP Vin #: KIT INCLUDES LED FLASHLIGHT, NiMH RECHARGABLE BATTERY, CHARGING CRADLE, SC & DC POWER CORDS. 680 LUMEN MAXIMUM OUTPUT - *****		139.9900	699.95
10	10	Y	EMPS1SLS3E SOI mpower 3" Fascia Light w/ Stud Mount Warehouse: TAMP Vin #: mpower 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, Black Housing, 8 LED, Dual Color - Blue/White TO BE MOUNTED IN GRILLE QUOTED AT TAMPA CONTRACT MSRP \$175 40%OFF		105.0000	1,050.00

Print Date	10/21/21
Print Time	10:49:18 AM
Page No.	4

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Entered By		Salesperson		Ordered By	Project Name	
Chris Debrita		Christian Debrita - Tampa		LT. GARDNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	C3RNRDC-60L-BW CODE3 OUTLINERS SERIES BLUE/WHITE LEFT SIDE Warehouse: DROP Vin #: RUNNING BOARDS, PUSH BUMPERS, TAILGATES		280.0000	1,400.00
5	5	Y	C3RNRDC-60R-BW CODE3 OUTLINERS SERIES BLUE/WHITE Warehouse: DROP Vin #:		280.0000	1,400.00
5	5	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: TAMP Vin #: MOUNTING BRACKET SOLD SEPERATELY - *****		140.0000	700.00
5	5	Y	SAK66D WEC SA315P BKT FORD 2020 PIUT DRIVER SIDE Warehouse: TAMP Vin #: BRACKET FOR SPEAKER		0.0000	0.00
5	5	Y	WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: TAMP Vin #:		325.0000	1,625.00
5	5	Y	HZND6-1B2A BI 6 Head Horizon light stick DUAL COLOR-1B2A Warehouse: TAMP Vin #: TO BE MOUNTED ON INSIDE BACK WINDOW		375.0000	1,875.00

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Printed By: Kevin Brennan

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410772-C
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ZEPHYRHILLS, FL 33542

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE		net30	
Entered By			Salesperson	Ordered By	Project Name	
Chris Debrita			Christian Debrita - Tampa	LT. GARDNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	N	INSTALL DSS INSTALLATION OF RADIO Warehouse: TAMP Vin #:		125.0000	625.00
5	5	Y	RADIO INSTALL CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: TAMP Vin #: INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****		66.2800	331.40
5	5	Y	OP-5302-USB BROOKINGS 3 12 VOLT POWER POINT Warehouse: TAMP Vin #:		43.3900	216.95
5	5	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: TAMP Vin #: INSTALL OF PARTS 22 HOURS AT \$75.00 PER HOUR PER TAMPA CONTRACT		2,250.0000	11,250.00
5	5	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: TAMP Vin #: INSTALL ARBITRATORS IN CAR VIDEO		350.0000	1,750.00
MARKED UNITS						

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410772-C
Customer No.	ZEPHY

Bill To

ZEPHYRHILLS POLICE DEPARTMENT
6118 --- 8TH STREET
ATT:
ZEPHYRHILLS, FL 33542

Ship To

ZEPHYRHILLS POLICE DEPARTMENT
6118 --- 8TH STREET
ZEPHYRHILLS, FL 33542

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
10/08/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE				net30			
Entered By			Salesperson			Ordered By			Project Name		
Chris Debrita			Christian Debrita - Tampa			LT. GARDNER					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days								

Print Date	10/21/21
Print Time	10:49:18 AM
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Subtotal	49,158.05
Freight	0.00
Order Total	49,158.05

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410771-G
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
(For Pickup - TAMP) TAMPA WAREHOUSE 3810-A W. OSBORNE AVE TAMPA, FL 33614

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	F150	net45	
Entered By			Salesperson	Ordered By	Project Name	
Jon Sizemore			Christian Debrita - Tampa	Lt Gardner		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP Vin #: 24 hrs @ \$85.00/hr		2,040.0000	4,080.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP Vin #: Radio Installation		125.0000	250.00
2	2	Y	EVL12-F150-1B2W ECLIPSE INTERIOR DUAL FORD 150 1B2W Warehouse: DROP Vin #: MSRP - \$1005.32		625.0000	1,250.00
2	2	Y	HZND8-1B2A 8 Head Horizon light stick - DUAL COLOR 1B/2A Warehouse: DROP Vin #: MSRP - \$876.96		525.0000	1,050.00
4	4	Y	BI-HZNRZ-LB BI Tall L Bracket - Horizon/RayZR Light Sticks Bracket Warehouse: DROP Vin #:		8.0000	32.00
2	2	Y	HZNRZ-HALB BI Height / angle adjustable bracket Warehouse: DROP Vin #: MSRP - \$ 28.46		19.9200	39.84

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410771-G
Customer No.	ZEPHY

Bill To

ZEPHYRHILLS POLICE DEPARTMENT
 6118 --- 8TH STREET
 ATT:
 ZEPHYRHILLS, FL 33542

Ship To

(For Pickup - TAMP)
 TAMPA WAREHOUSE
 3810-A W. OSBORNE AVE
 TAMPA, FL 33614

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
10/08/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE		F150		net45			
Entered By			Salesperson			Ordered By			Project Name		
Jon Sizemore			Christian Debrita - Tampa			Lt Gardner					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
2	2	Y	C3RNRDC-60L-BW CODE3 OUTLINERS SERIES BLUE/WHITE LEFT SIDE Warehouse: DROP Vin #: RUNNING BOARDS, PUSH BUMPERS, TAILGATES MSRP - \$466.40					279.8400	559.68		
2	2	Y	C3RNRDC-60R-BW CODE3 OUTLINERS SERIES BLUE/WHITE Warehouse: DROP Vin #: MSRP - \$466.40					279.8400	559.68		
2	2	Y	BI-PAL06DF-BWBW BI Split color LED hide-away - DUAL MODE B/W Warehouse: DROP Vin #: List \$170.74 Installed into rear backup light lenses					119.5200	239.04		
4	4	Y	MISC BI: ST6DQM-BB Warehouse: DROP Vin #: MSRP \$ 136.60 2 surface mounted to front bumper with chrome bezel 2 surface mounted to rear bumper with chrome bezel					95.6200	382.48		
2	2	Y	GF1382FDT15F150 SMC FREE STANDINF BASE F150 Warehouse: DROP Vin #: GF1382FDT15F150					239.2500	478.50		

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410771-G
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
(For Pickup - TAMP) TAMPA WAREHOUSE 3810-A W. OSBORNE AVE TAMPA, FL 33614

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	F150	net45	
Entered By			Salesperson	Ordered By	Project Name	
Jon Sizemore			Christian Debrita - Tampa	Lt Gardner		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	GK10271UHKSSCAXL SMC SINGLE T-RAIL GUNLOCK W/UNIV LOCK XL & H/C KEY O/R Warehouse: DROP Vin #:		246.0000	492.00
4	4	Y	BI-ST6-FCB BI CHROME BEZEL FLANGE FOR ST6 SERIES LIGHT HEADS Warehouse: DROP Vin #: List - \$5.69		3.9800	15.92
2	2	Y	7170-0882-05 GJ 2021+ Ford F-150 Wide Body Console Box Kit with Mag Warehouse: DROP Vin #: 2021+ Ford F-150 Wide Body Console Box Kit with Magnetic Phone Holder, Cup Holder, Rear Amrest, and Mongoose®-9" Locking Slide Arm with Short Clevis PACKAGE INCLUDED BRACKETS FOR WEC 295SLSA6 AND HARRS XG25M DM78B		1,075.0000	2,150.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410771-G
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
(For Pickup - TAMP) TAMPA WAREHOUSE 3810-A W. OSBORNE AVE TAMPA, FL 33614

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	F150	net45	
Entered By			Salesperson	Ordered By	Project Name	
Jon Sizemore			Christian Debrita - Tampa	Lt Gardner		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: DROP Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****		246.0000	492.00
2	2	Y	OP-53O2USB BI 3 12VOLT PLUG W/ 2 USB PORT Warehouse: DROP Vin #:		49.0000	98.00
2	2	Y	WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: DROP Vin #:		325.0000	650.00
2	2	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: DROP Vin #: MOUNTING BRACKET SOLD SEPERATELY - *****		140.0000	280.00
2	2	Y	SAK1 WEC UNIVERSAL "L" SPEAKER BRACKET Warehouse: DROP Vin #:		0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	410771-G
Customer No.	ZEPHY

Bill To
ZEPHYRHILLS POLICE DEPARTMENT 6118 --- 8TH STREET ATT: ZEPHYRHILLS, FL 33542

Ship To
(For Pickup - TAMP) TAMPA WAREHOUSE 3810-A W. OSBORNE AVE TAMPA, FL 33614

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/08/21	GROUND SHIPMENT	PPAY & ADD TO INVOICE	F150	net45	
Entered By		Salesperson	Ordered By	Project Name	
Jon Sizemore		Christian Debrita - Tampa	Lt Gardner		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	RL1019 DO NOT USE***USE** ML150LR-1019*** Warehouse: DROP Vin #: KIT INCLUDES LED FLASHLIGHT, NIMH RECHARGABLE BATTERY, CHARGING CRADLE, SC & DC POWER CORDS. 680 LUMEN MAXIMUM OUTPUT - *****	99.9900	199.98
2	2	Y	CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: DROP Vin #: INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****	66.2800	132.56
2	2	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: DROP Vin #: Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days	110.0000	220.00

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Print Time	08:06:49 AM
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Subtotal	13,651.68
Freight	0.00
Order Total	13,651.68

Aaartistic Armadillo Signs

6927 Gall Blvd.
Zephyrhills, FL, 33542

Estimate

Date	Estimate #
10/15/2021	2042

Name / Address
Zephyrhills Police Dept.

			Project
Description	Qty	Cost	Total
3M IJ5100R Vinyl. printed & Laminated for sides & rear of Explorers per proof, Installed at our shop on clean cars Unfortunately we have had an increase in the price of raw goods which must be reflected in the cost	5	648.90	3,244.50
		Total	\$3,244.50

Phone #
813-780-8462

Customer Signature	
E-mail	Web Site
Artisticarmadillo1@gmail.com	Artisticarmadillo.com



buy retail commercial our suppliers resources services about tessco verizon mmd

Sign In

Cart

Subtotal \$529.13

Quick Order Export

New Cart Experience

Your cart was successfully exported. Details

Select All (3)

NMO 3/4" mount, No conn.

Pulse / Larsen Antennas Total: \$175.05

Hide Details

QTY: 7

Product SKU: 30942 MFG Part #: NMOKUD UPC Code: 729198909420 UOM/Count: EACH

TNC Male Crimp-RG174, 316

12 for 100's, Total: \$49.63

Hide Details

QTY: 7

Product SKU: 45029 MFG Part #: RFT-1202-3 UPC Code: 729198450298 UOM/Count: EACH

760-870 MHz Phantom Antenna, 3 dBi, 100 Watts

and Connector Total: \$303.48

Hide Details

QTY: 5

Product SKU: 204458 MFG Part #: TRA87603 UPC Code: TRA87603 UOM/Count: EACH

CONSENT ITEMS 2.10

Approval of Piggyback Agreement 41-21-35 with the City of Milton for the Purchase of Cured in Place Pipe with Advanced Plumbing Technologies

Issue:

Request Council approval of the piggyback agreement and allow the Council President to sign it.

Background:

There are many wastewater gravity lines within the City which have Inflow & Infiltration (aka I&I) issues causing undue stress on the collection system lines and lift station pumps. The I&I typically occur when there is a rain event which increases the collection system transportation quantity approximately 30%. Additionally, many lines are quite old and in need of rehabilitation.

Attachment(s):

1. Piggyback--City of Milton and Adv Pace Tech

Fiscal Impact:

The estimated financial impact is \$400,000.00. Budgeted for FY22 Wastewater Infrastructure line item.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the agreement and allow the Council President to sign.

Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity

WHEREAS, **ADVANCED PACE TECHNOLOGIES s/b/a Advanced Plumbing Technologies**, a Florida Corporation (the "Contractor") entered into an agreement dated April 13, 2021, with the **City of Milton**, a political subdivision of the State of Florida, for Annual Cured in Place Pipe (ITB No. 2021.02) services procured pursuant to F. S. §287.057 (the "Contract"),

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

WHEREAS, the City desires to "piggyback" onto the above referenced Contract for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with **City of Milton** and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the work is completed.
3. **Term:** The City and Contractor agree to follow the current contract term with **City of Milton Cured In Place Pipe contract** which expires on April 12, 2022 with a one (1) four (4)-year period if so desired and agreed to by the City of Zephyrhills and the Contractor. A maximum of five (5) years.
4. **PUBLIC RECORDS**

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

6. 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. *Contractor/Vendor* 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/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.

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

7. Insurance. Contractor/Vendor 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.

Builders' Risk — 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.

CONTRACTOR, Authorized Representative

CITY OF ZEPHYRHILLS

Signature Date

Council President Date

ATTEST

Print Name Date

Lori L. Hillman Date
City Clerk

WITNESS

WITNESS

Signature Date

Signature Date

Contract Attachments:

- Exh A – City of Milton Contract
- Exh B – City of Milton Approval to Piggyback
- Exh C – Advanced Pace Technologies approval to Piggyback
- Exh D – APT Bid Form
- Exh E – Solicitation Bid Tab
- Exh F – Scope A
- Exh G – Scope B
- Exh H – Award Notification

CITY MANAGER'S REPORT 3.1

Approval of Agreement 29-21-03 for lease of the Jefferies House and Carriage House - Tina and Joe's Cafe`

Issue:

Approval of the lease agreement with Tina and Joe Novak (Tina and Joe's Cafe) for the Jefferies House and Carriage House to operate a restaurant.

Background:

On September 13, 2021 City Council awarded the bid to Tina and Joe to operate Tina and Joe's Cafe out of the Jefferies House and Carriage House at 38537 5th Avenue. Staff met and prepared the attached lease agreement that has been accepted and approved by the Novak's. The agreement consists of the following:

- The original term expires on September 30, 2028;
- Two subsequent, five year renewal options, with each party issuing the decision to renew in writing six months in advance of expiration;
- The cafe shall remit 90% of any rent collected from the upstairs apartment in the Carriage House;
- The cafe will be responsible for all permits, licenses, utilities, and associated bills to operate;
- The cafe is responsible for all furnishings and equipment to operate;
- The cafe will provide day to day maintenance and clean up of the property;
- If a license is obtained to sell beer and wine, the sale of beer and wine gross sales shall not exceed 49%;
- The City will be responsible for maintaining and repairing all plumbing, electrical, lighting fixtures, nob and tube removal, heating, ventilating and air conditioning, natural gas, systems and fixtures;
- Contractor is responsible for light bulbs, lamps, and A/C filters, wall, doors, flooring, landscape areas, and mowing, pruning, and fertilizing of sod and plants;
- All capital improvements to the property shall be permanent and shall become property of the City;
- The cafe must get written approval from the City Manager before making any permanent physical improvements;
- The property is offered to the cafe rent free for the first 3 years, beginning year 4, the tenant will pay to the City 3% of gross income paid quarterly;
- Within 90 days after the close of each fiscal year, the cafe shall submit a certified financial review to the City Finance Director;

- The cafe will hold the appropriate insurance and fully indemnify the City;
- Neither party shall assign or delegate this agreement without prior written consent of the other party;
- Tina and Joe Novak shall retain majority ownership of the cafe. Any proposed partnerships must be approved by the City in advance.

Attachment(s):

1. Tina and Joe's Cafe Management Agreement - FINAL

Fiscal Impact:

There is no fiscal impact at this time.

Staff Recommendation:

Staff recommends approval of lease agreement 29-21-03 with Tina and Joe's Cafe for the lease of the CarriageHouse and Jefferies House.

TINA AND JOE'S CAFE
MANAGEMENT AGREEMENT

This TINA AND JOE'S CAFE MANAGEMENT AGREEMENT (hereinafter "AGREEMENT") is made between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation (hereinafter "CITY"), and **TINA AND JOE'S CAFE, LLC**, a Florida limited liability company ("CONTRACTOR").

WHEREAS, CITY desires to enter into an agreement with CONTRACTOR to manage the operation of the CITY'S JEFFRIES HOUSE (hereinafter "HOUSE") and the CITY'S CARRIAGE HOUSE, (hereinafter "CARRIAGE HOUSE"), collectively referred to as "THE PROPERTY", as specifically described below;

WHEREAS, the CITY and CONTRACTOR agree that the House shall, at all times, operate as TINA AND JOE'S CAFÉ (hereinafter "Café");

WHEREAS, the CITY and CONTRACTOR agree that the Carriage House shall, at all times, operate as a PRODUCE AND PLANT RETAIL OPERATION (hereinafter "Retail Operation");

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

ARTICLE 1. DEFINITIONS

1. The Effective Date of this Agreement shall be the date when the last party has signed and delivered this Agreement. BEGINNING DATE shall mean on or Before November 8, 2021.

2. EXPIRATION DATE shall September 30, 2028, or if the Agreement is automatically

renewed, the renewal expiration date as provided in Section 3.1.

3. FISCAL YEAR shall mean the period beginning October 1st of any year through September 30th of the following year.

4. TINA AND JOE'S CAFE means the property and all improvements located on the Property that the CITY may make available to the CONTRACTOR as provided herein.

5. PROPERTY means the land on which the Café is located which has a street address of 38537 5th Avenue, Zephyrhills, FL 33542 and a Parcel ID Number of 11-26-21-0010-15200-0070 as well as the Carriage House on which the Retail Operation is located which has a street address of 5323 9th Street, Zephyrhills, Florida 33542 and a Parcel ID Number of 11-26-21-0010-15200-0080.

ARTICLE 2. GENERAL REQUIREMENTS

§2.1 Management of the Café and Retail Operation. CITY hereby hires CONTRACTOR to manage, supervise, and operate the Café and Retail Operation in accordance with this Agreement. CONTRACTOR has the responsibility and authority to implement operating policies that adhere to policies that are customary with similar types of facilities where applicable and shall take all actions necessary to manage and operate the Café and Retail Operation in a manner that meets standards which are customary with other similar facilities.

§2.2 Independent Contractor. CONTRACTOR is, at all times and for all purposes, an independent contractor with respect to the CITY and the CITY shall not have the authority or responsibility to supervise the day-to-day activities of the CONTRACTOR or CONTRACTOR'S employees. Nothing in this Agreement and its performance shall create an employment or agency relationship between CITY and CONTRACTOR. Nevertheless, CONTRACTOR agrees

to seek advice from CITY and cooperate with CITY in its management of the Café and Retail Operation, and the parties both agree to cooperate with each other regarding the management of the Café and Retail Operation.

§2.3 Use of the Property. CITY grants to CONTRACTOR the use and possession of the Property during the term of this Agreement for the purposes of managing and operating the Café and Retail Operation, subject to the rights of CITY under this Agreement. The CITY has the right to utilize the property for special events at no cost to the CITY.

§2.4 CITY'S Right to Inspection. CITY and its representatives have the right at all reasonable times to enter upon and to examine and inspect the Café and Retail Operation for any reason. In the event of a default, CITY has the right of access to the Café and Retail Operation that is reasonably necessary to cause the proper maintenance of the Café and Retail Operation.

§2.5 ALTERATIONS to Property. CONTRACTOR shall not make any material alterations to the Property without the express written consent of CITY. A material alteration shall be defined by an action by CONTRACTOR that would require a permit to perform.

ARTICLE 3. TERM

§3.1 Term. The term of this Agreement shall be for Seven (7) years commencing on or before November 8, 2021 and expiring on September 30, 2028. There are two (2) subsequent, five (5) year renewal options, unless terminated earlier under one of the provisions of Article 10 of the Agreement. Nothing in this Article shall be construed as a limitation on either party's right to terminate this Agreement in accordance with Section 10.7 hereof. Both Parties shall issue its decision, in writing, to renew the Agreement, or allow the Agreement to expire a minimum of six (6) months in advance of the expiration date, to ensure a smooth transition if a change is to occur following the end of the then current term.

ARTICLE 4. RESPONSIBILITIES OF CONTRACTOR

§4.1 Operation of the Café and Retail Operation. In the management, supervision and operation of the Café and Retail Operation, CONTRACTOR shall:

- a) operate the Café and Retail Operation as a restaurant and retail store which is open to the general public without discrimination on any basis prohibited by applicable law, regulation or ordinance, subject to fees, rules, and policies approved by the CITY, and within this Agreement;
- b) remit proceeds of any rent from the upstairs apartment in the Carriage House, in the amount of ninety (90) percent of all proceeds from any rental agreement to be due to the City.
- c) obtain all permits and licenses required by the State of Florida or any political subdivision to operate a Café and Retail Operation.
- d) be responsible for transferring all utilities from the City of Zephyrhills, including but not limited to, electric, water, sewer, phone, cable, pest control services, internet, etc.
- e) be responsible for all furnishings and equipment to operate a Café and Retail Operation.
- f) provide the day to day maintenance and clean up from the management and operation of Café and Retail Operation.
- g) operate the Café and Retail Operation in a professional, efficient and cost-effective manner and provide services and retail sales;
- h) adhere to best practice financial management principles, and maintain efficient and accurate accounting records in accordance with generally accepted accounting principles in the format defined by the CITY'S Finance Director. CONTRACTOR must

provide audited financial statements to the CITY at the end of each fiscal year.

- i) comply with all applicable federal, state and local laws, ordinances, rules, policies, and regulations;
- j) operate and maintain a clean, well-organized, efficient, customer business, which provides quality customer service;
- k) maintain the Café and Retail Operation in a quality and safe condition;
- l) maintain all personal property, equipment and supplies owned by CONTRACTOR in good working order;
- m) pay all operating expenses of the Café and Retail Operation, except for those expenses which the CITY agrees herein to pay;
- n) limit sales of alcohol on the Café and Retail Operation premises to beer and wine and ensure that the gross sales of alcohol does not exceed 49% of the total food and beverage sales;
- o) notify CITY when, in the opinion of CONTRACTOR, any part of the Property maintained by CITY requires maintenance. Notification should be made in writing, to the CITY MANAGER or his/her designee. If, however, the parties disagree about the condition and/or required maintenance of the CITY maintained facilities, CONTRACTOR will notify CITY in writing of the reasons behind CONTRACTOR'S request. CITY will respond to CONTRACTOR in writing within ten (10) business days of receipt of CONTRACTOR'S written request along with a response and reasoning for any denial of requested maintenance. CITY'S determination regarding the need for maintenance will be final but will not be unreasonable in denying any request for maintenance. Any maintenance requests which were not

denied, but failed to uphold in a reasonable time, may be resolved by CONTRACTOR so long as the repair does not exceed \$2,500.00 and costs shall be reimbursed to CONTRACTOR. An annual inspection by both parties will be made to determine any on-going maintenance and long-term improvements.

- p) not operate a Café and Retail Operation that competes with the operations subject to this Agreement as of the BEGINNING date without specific written permission from the CITY, but CONTRACTOR may collaborate with competing Café and Retail Operations if beneficial to the success of the Café and Retail Operation.

§4.2 Improvements and Equipment Provided by Contractor.

- (a) All capital improvements to the Property shall be permanent and shall become property of the CITY.
- (b) CONTRACTOR agrees to provide adequate equipment to the Café and Retail Operation which shall be maintained by CONTRACTOR:
 - i. The Café and Retail Operation equipment shall be replaced by CONTRACTOR periodically according to generally accepted industry standards.

§4.3 Rules and Policies. CONTRACTOR agrees to conduct business at the Property in the course and conduct of operating a Café and Retail Operation in accordance with policies similar to other like facilities. Additionally, the CONTRACTOR shall provide written notice to the CITY MANAGER when CONTRACTOR makes any substantial changes to its operating procedures or policies affecting the use of the Property. CONTRACTOR agrees not to utilize the Property without the CITY's prior written approval for any purpose other than for conducting the operations of Café and Retail Operation, provided, however, that the CITY's approval shall not unreasonably be withheld.

CONTRACTOR agrees not to make any permanent physical improvements without written approval from the CITY MANAGER. All proposed projects/improvements will be considered on a project by project basis and must be consistent with the overall intended use of the Café and Retail Operation. Requests for CITY MANAGER approval must be made a minimum of ninety (90) days in advance of the proposed installation date of any proposed improvement. The CITY MANAGER is the point of contact for any desired improvements or modification, and will determine the appropriate course of action for CITY approval.

CITY owned property and fixtures located at the Property as of the beginning date of this Agreement will remain at the Property for the use of the CONTRACTOR in the operation of the Café and Retail Operation. However, said property will remain CITY property and shall be returned to the CITY upon request.

§4.4 Café and Retail Operation Personnel.

- (a) CONTRACTOR shall provide employees and/or contractors for the Café and Retail Operation, including management and other necessary staff determined by CONTRACTOR to be necessary for the operation of the Café and Retail Operation to the standards customary with similar facilities. All personnel shall be employees of CONTRACTOR or independent sub-contractors of CONTRACTOR, and not employees or independent sub-contractors of CITY.
- (b) CONTRACTOR shall ensure that its employees and contractors maintain a professional appearance and demeanor at all times.

§4.5 Licenses and Permits. CONTRACTOR shall obtain all licenses and permits required by governmental entities for activities conducted at the Café and Retail Operation.

CONTRACTOR will provide a copy of all licenses to the CITY MANAGER.

§ 4.6 Information Technology.

- (a) CONTRACTOR will be responsible for all technical support for software and hardware utilized in the management of the Café.
- (b) CONTRACTOR will be responsible for obtaining private internet service necessary for the operation of the Café.
- (c) CONTRACTOR will be responsible for obtaining the phone service necessary for the operation of the Café.
- (d) CITY will retain rights to the IT Equipment Closet on the first floor of the Jeffries House and space for the laptop and repeater on the second floor for Wi-Fi connectivity to Main Street/Downtown

ARTICLE 5. CITY / CONTRACTOR RIGHTS AND RESPONSIBILITIES

§ 5.1 CITY / CONTRACTOR responsibilities.

- (a) CONTRACTOR shall be responsible for the maintenance of Café and Retail Operation related items including, but not limited to, walls, doors, flooring, landscape areas (including landscape lighting), hardscape areas, permanent seating, and walkways. CONTRACTOR shall also be responsible for all general clean-up, including providing for interior janitorial services.
- (b) CONTRACTOR shall be responsible for the maintenance of all landscaping and sod, including routine cutting, pruning, mowing, and fertilizing. Any plants, shrubs, trees, etc. that die, must be replaced by CONTRACTOR within a reasonable time.

- (c) CITY shall be responsible for maintaining and repairing all plumbing, electrical, lighting fixtures, nob and tube removal, heating, ventilating and air conditioning, natural gas, systems and fixtures (light bulbs, lamps and air conditioning filters shall be provided by CONTRACTOR).
- (d) CONTRACTOR agrees to maintain the Café and Retail Operation in a good and operational condition. CONTRACTOR shall assist the CITY by notifying the CITY in writing of any specific needs for repair, and the CITY will respond to the CONTRACTOR in writing with an estimated timeline for repair.
- (e) CONTRACTOR shall be responsible for monthly billing statements for services for water, sewer, electricity, natural gas, and security (alarm monitoring) expenses. All utility and monthly billing statements shall be transferred and made into the names of the CONTRACTORS. CONTRACTOR is not responsible for the maintenance or repairs of said items.
- (f) CONTRACTOR shall be responsible for any clogged drainage and plumbing resulting from the operation Café and Retail Operation.
- (g) CONTRACTOR shall not make any permanent or structural changes to the exterior of the buildings (Jeffries House and Carriage House) on the property due to the historic classification of the property and its buildings.
- (h) Except as provided in Section 5.2(b), CITY grants CONTRACTOR the exclusive right to conduct all intended activities at the Café and Retail Operation, unless otherwise waived by CONTRACTOR.

ARTICLE 6. CONSIDERATION

§6.1 Revenues Due to CITY. During the first three (3) years of this agreement, from the date of opening of the Café and Retail Operation, there shall be no revenues due to the CITY. Subsequent to year three (3), CONTRACTOR shall pay CITY three percent (3%) of the Café and Retail Operation's gross income due in quarterly payments on or before April 15, July 15, October 15 and January 15 of each year. After final gross income is calculated each fiscal year, any adjustments for underpayment or overpayment, shall be factored into the next quarterly payment.

ARTICLE 7. ACCOUNTING, REPORTS, AND AUDITS

§8.1 Annual Financial Review. Within 90 days after the close of each fiscal year of the CITY, CONTRACTOR shall submit to CITY Finance Director a financial review certified by CONTRACTOR, covering the specific financial condition and performance of the Café and Retail Operation. The financial review must span the fiscal year then ended. Included with the financial review must be statements for the fiscal year reviews by an independent CPA licensed in the State of Florida. CITY reserves the right to require audited financial statements in lieu of reviewed financial statements, with the difference in cost paid for by the CITY. If an audit is required and the audit report does not contain an "unqualified opinion," the Contractor will provide a written plan for correcting the cause that prevented an unqualified opinion within ten business days, to be reviewed and approved by the CITY'S Finance Director.

§8.2 CITY'S Right to Inspect and Audit. CITY has the right to inspect the books, records, invoices, deposits, sales slips, canceled checks, and other financial data or

transactions of CONTRACTOR'S operation of the Café and Retail Operation at reasonable times during normal business hours.

§8.3 Location of Records. CONTRACTOR shall store all current fiscal year Café and Retail Operation records on the Property.

§8.5 Fiduciary Relationship. CONTRACTOR has a fiduciary duty to CITY in all of CONTRACTOR'S financial obligations to CITY in accordance with this Agreement, including, but not limited to, faithfully accounting, depositing, and reporting all payments hereunder.

ARTICLE 8. INDEMNITY AND INSURANCE.

§9.1 INDEMNITY BY CONTRACTOR. CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF A PERSON OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE OPERATION OF THE CAFE AND RETAIL OPERATION, AND THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE MANAGEMENT, SUPERVISION, AND OPERATION OF THE CAFÉ AND RETAIL OPERATION UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR LICENSEES, IF ANY, REGARDLESS OF WHETHER SUCH INJURY, DEATH, OR DAMAGE IS CAUSED IN PART BY THE CITY'S

NEGLIGENCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AS WAIVING ANY DEFENSE OF THE PARTIES UNDER FLORIDA LAW, INCLUDING THE DEFENSE OF SOVERIGN IMMUNITY FROM SUIT OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

§9.2 Insurance.

- (a) Insurance. In the event of a Contract Award, the CONTRACTOR shall maintain Worker's Compensation Insurance at statutory limits. The CONTRACTOR shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the contract for errors and omissions, personal injury, loss of life, and property damage, under a policy of liability insurance, with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the CITY. The CONTRACTOR shall furnish the CITY Risk Department with duly executed certificates and policy showing that such insurance is in full force and effect and providing for 30 days' notice to the CITY prior to cancellation or termination of any policy.
- (b) Indemnity. CONTRACTOR shall defend, indemnify and hold harmless CITY and all of CITY'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 CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY 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 CITY as set forth in this article of the Agreement.

- (c) Insurance. 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, 000.00 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 CITY as a named, additional insured, as well as furnishing CITY 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 as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and CONTRACTOR 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 CITY, and that any other insurance, or self-insurance available to CITY shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

- (d) **Evidence of Insurance:** The CONTRACTOR shall furnish the CITY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30- days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before the commencement of any work activities.

§9.3 No Liens or Mortgages by Contractor. CONTRACTOR agrees to pay for all materials, equipment, and labor used in connection with the performance of this Agreement when and as bills or claims become due. CONTRACTOR agrees not to allow any lien or mortgage to be placed on the Property, fixtures, equipment, or other improvements at the Cafe

and Retail Operation regardless of whether said fixtures, equipment or improvements were provided by the CONTRACTOR without the prior written consent of CITY. CONTRACTOR shall indemnify, hold harmless and protect the premises, fixtures, equipment and the CITY from and against any claims, liens or mortgages.

ARTICLE 9. TERMINATION

§10.1 For Default. Either party may terminate this Agreement in accordance with this article for a default by the other party.

§10.2 What Constitutes a Default.

- (1) The following events constitute a default by CONTRACTOR:
 - (a) a breach of the fiduciary obligations of CONTRACTOR including, but not limited to, those under Sections 6.1, 7.1, and 8.5 of this Agreement;
 - (b) filing by CONTRACTOR of a voluntary petition for protection under federal bankruptcy laws, or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 30 days after filing;
 - (c) the inability of CONTRACTOR to provide an unqualified opinion in any required annual audit report as described in Article 8;
 - (d) a failure of CONTRACTOR to perform its duties under this Agreement; or
 - (e) The failure to cure a default of any term of this agreement after being provided thirty (30) days written notice.
- (2) The following events constitute a default by CITY:
 - (a) A failure on the part of the CITY to maintain the Property in a good and operational condition, fulfill all of its obligations under this agreement regarding the physical maintenance of the Property, and make timely

repairs as requested by CONTRACTOR in accordance with 5.1(c) of this Agreement.

- (b) A failure of CITY to perform any of its duties under this Agreement.

§10.3 Correction.

- (1.) CONTRACTOR shall have 30 days after written notice from CITY specifying the nature of a default under Section 10.2(1)(a)(b)(c) or (d), to correct the default, If the default is of such a nature that it cannot reasonably be corrected within 30 days, the CITY may grant CONTRACTOR additional time as may be reasonably necessary to correct the default so long as CONTRACTOR diligently pursues the correction, and takes all reasonable measures to insure the safety of the public and fulfillment of CONTRACTOR'S other obligations hereunder.
- (2) CITY shall have 30 days after written notice from CONTRACTOR specifying the nature of a default under Section 10.2(2) to cure the default. If the default is of such a nature that it cannot reasonably be corrected within 30 days, the CONTRACTOR may grant CITY additional time as may be reasonably necessary to correct the default so long as CITY diligently pursues the correction, and takes all reasonable measures to insure the safety of the public and fulfillment of CITY'S other obligations hereunder.

§10.4 Election to Terminate.

- (1) If CONTRACTOR is in default, CITY may elect to terminate this Agreement pursuant to this article by giving written notice of default to CONTRACTOR subject to the following: If the default is under Section 10.2(1)(b) or is under Section 10.2(1)(e)

because of the commission of an offense by CONTRACTOR, this agreement shall terminate immediately upon delivery of written notice from CITY to CONTRACTOR of its election to terminate the agreement. If the default is under Section 10.2(d) or is under Section 10.2(e) because of the commission of an offense by an employee of CONTRACTOR, this Agreement shall terminate upon expiration of the correction period if correction has not been made pursuant to Section 10.3, and CITY delivers to CONTRACTOR written notice of its election to terminate the Agreement via certified mail.

- (2) CONTRACTOR may elect to terminate this Agreement pursuant to this article by giving written notice of default to CITY. This Agreement shall terminate upon expiration of the correction period if correction has not occurred pursuant to Section 10.3 and CONTRACTOR delivers written notice to City of its election to terminate the Agreement via certified mail.

§10.5 Remedy for Certain Defaults.

- (a) If CONTRACTOR defaults under Section 10.2(1)(a), CONTRACTOR shall pay all amounts due CITY at the time of its default under the terms of this Agreement.
- (b) CONTRACTOR may withhold fees owed to CITY if CITY fails to maintain the Cafe and Retail Operation per this Agreement.

§10.6 Lien. CITY has, at all times, a valid security interest to secure payment of all fees and other sums of money becoming due under this Agreement from CONTRACTOR and to secure payment of any damages or loss that CITY may suffer by reason of CONTRACTOR'S breaching any covenant, agreement, or condition contained in this Agreement. The security

interest covers all goods, wares, equipment, fixtures, furniture, and other personal property of CONTRACTOR that is now on the Property or placed on the Property at some later date, and all proceeds attributable to them. This property may not be removed from the premises without CITY'S consent until all arrearages in fees and all other sums of money then due the CITY under this Agreement have been paid and discharged, and all the covenants, agreements, and conditions of this lease have been fully complied with and performed by CONTRACTOR.

If CONTRACTOR is in default, CITY may, in addition to any other remedies provided in this Agreement or by law, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing on the issue, enter on the Property and take possession of any goods, wares, equipment, fixtures, furniture, and other personal property, provided by CONTRACTOR, situated on the premises, without liability for trespass or conversion, and sell the property at public or private sale, with or without having the property at the sale, after giving CONTRACTOR reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. CITY or its assigns may buy any items to be sold at such a sale unless they are prohibited from doing so by law. Unless otherwise provided by law, and without excluding any other manner of giving CONTRACTOR reasonable notice, the reasonable notice requirement is met if notice is given at least ten (10) days before the time of sale. The proceeds from any such disposition, less any expenses connected with taking possession, holding, and selling the property (including reasonable attorney's fees and other expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus will be paid to CONTRACTOR or as otherwise required by law, and CONTRACTOR will pay any deficiencies immediately.

ARTICLE 11. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this agreement without the prior written consent of the other party.

ARTICLE 12. NOTICES

All notices to the parties shall be in writing and shall be sent by certified mail, return receipt requested, to the addressees and addresses specified below:

All notices to CONTRACTOR shall be sent to:

**TINA AND JOE'S CAFE, LLC
37936 TUCKER ROAD
ZEPHYRHILLS, FL 33543**

All notices to CITY shall be sent to:

**City Manager
City of Zephyrhills
5335 Eighth Street
Zephyrhills, FL 33542**

ARTICLE 13. MISCELLANEOUS

§13.1 Construction. This Agreement shall not be construed against the drafting party.

§13.2 Non-Waiver. No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement.

§13.3 Partnerships with CONTRACTOR. Any proposed partnerships with CONTRACTOR and a Third Party must be approved by CITY in advance. All agreements between CONTRACTOR and Third Parties are subject to, and shall be bound by, this agreement. CONTRACTOR shall ensure that all agreements entered into with Third Parties shall include a provision informing the Third Party that they are bound by this Agreement.

§13.4 TINA AND JOE’S CAFE, LLC. Joseph and Christina Novak shall retain majority ownership of TINA AND JOE’S CAFE, LLC. If at any time Joseph and Christina Novak owns less a majority ownership interest in TINA AND JOE’S CAFE, LLC, CITY can deem such event a material breach of this Agreement and can immediately terminate same.

§13.5 ADA COMPLIANCE. CONTRACTOR shall be compliant with any and all ADA Accessibility rules and regulations and shall be responsible for costs of installing and providing a concrete ADA Accessible ramp where needed to operate the Cafe and Retail Operation.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable as applied in a particular case for any reason, those circumstances shall not have the effect of rendering the provision invalid or unenforceable in any other case. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the remaining portions of the Agreement.

ARTICLE 15. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue in any proceeding relating to this Agreement shall be in Dade City, Pasco County, Florida.

ARTICLE 16. BINDING CLAUSE

This Agreement shall be binding upon the parties, their heirs, executors, administrators, devisees, legatees, trustees, successors, and assigns.

ARTICLE 17. PUBLIC RECORDS

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of the CITY, CONTRACTOR shall: (a) keep and maintain all

public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the CITY, Contractor shall transfer, at no cost, to the CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by the CITY, CONTRACTOR shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If CONTRACTOR transfers all Public Records to the CITY pursuant to (d)(i) above, CONTRACTOR shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If CONTRACTOR keeps and maintains Public Records pursuant to (d)(ii) above, CONTRACTOR shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the

CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology of the CITY. If CONTRACTOR does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of CITY.

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

ARTICLE 18. ENTIRE AGREEMENT

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the

_____ day of _____ 2021.

CITY OF ZEPHYRHILLS, FLORIDA

ATTEST:

By: _____
Lori L. Hillman, City Clerk

By: _____
W. Allen Knight, Council President

Approved as to Legal Form and Content

Matthew E. Maggard, City Attorney

Witnesses:

TINA AND JOE'S CAFE, LLC

Signature

By: _____
Printed Name: _

Printed Name

Title: _____

Signature

Printed Name

CITY MANAGER'S REPORT 3.2

Request to Cancel December 27th Council Meeting.

Issue:

Staff recommends the December 27th Council meeting be canceled. If an emergency occurs, an emergency meeting can be scheduled.

Background:

Traditionally, the second City Council meeting in December is canceled in observance of the Christmas holidays.

Attachment(s):

None

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends canceling the December 27th Council meeting.

October 21, 2022

Attn: Mike Panak
Zephyrhills Police Department
5335 Eighth Street
Zephyrhills
FL 33542

Dear Mike,

Re: Renewal of Annual Maintenance

I am enclosing your annual maintenance renewal for the period Dec 11, 2021- Dec 11, 2022. As per your contract, the figures are calculated on the current software value held by your agency, and as such, the annual maintenance figure equates to \$14,648.43. This includes a one-time fifty percent discount this year as promised.

Should you have any questions regarding the attached maintenance schedule, please do not hesitate to contact me.

Yours sincerely,



Greg Clarke
Customer Services Manager
MobileTec International, Inc.



14502 N. Dale Mabry Hwy, Suite 226
Tampa, FL 33618

Invoice

DATE	INVOICE #
10/18/2021	1093

BILL TO
City of Zephyrhills 5335 Eighth Street Zephyrhills, FL 33542 Attn: Mike Panak

P.O. NO.	TERMS	PROJECT
	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MAINTENANCE SUPPORT From Dec 2021 to Dec 2022 See Fee Schedule Attached	29,296.86	29,296.86
	MAINTENANCE SUPPORT - Discount New Version 50%	-14,648.43	-14,648.43
	Sales Tax	6.50%	0.00
531700 Acct # 552900			
Total			\$14,648.43

Phone #	Fax #
(813) 876-8333	(813) 877-7589

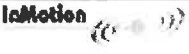
Web Site
www.MobileTec.net



MAINTENANCE FEE SCHEDULE

The following fee schedule represents the maintenance charges applicable to the current Maintenance Agreement between the City of Zephyrhills Police Department, and MobileTec International, Inc. Maintenance fees are calculated based on 17% of the current total value of Licensee's licensed software application(s):

Product Description	Number of Licenses
InMotion  CAD (Computer Aided Dispatch)	6
Includes:	
- Base Product	
- Dispatching, Call Taking, Daily Roster, Query/Inquiry Management Reporting	
- Cad Map Product	
Additional Modules:	2
- GEO File	
- CAD Station/Activity Monitor	4
Optional Features:	
- Multi Department	
InMotion  RMS (Records Management System)	18
Includes:	
- Base Product	
- Query/Inquiry, Management Reporting	
Additional Modules:	
- Records Data Entry	
- State Reporting (UCR)	
- GEO File	
Report Writer Modules:	8
- Supplemental	
- Offence/Incident	
InMotion  MOBILE (1 Additional License 2018-2019)	35
Includes:	
- Base Product	35
- GPS Module	35
- Mobile Map Pro	5
Report Writer Modules:	
- Supplemental	
- Offence/Incident	
InMotion  SWITCH (1 Additional License 2018-2019)	35
- Mobile Communications	35
- State Interface	1
- CAD/RMS Interface	1

Product Description	Number of Licenses
 HOST INTERFACES	
- DB Monitor	1
- Mobile Interface	1
- Data Export	1
- 911	1
- Replication	1
- Radio Console (Zetron)	1
- CopLink	1

Annual Maintenance Cost (December 11, 2021 – December 11, 2022) = \$14,648.43
(Discounted 50 percent for one year only).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective upon approval of MobileTec as marked below.

APPROVED:

City of Zephyrhills

Signed: 

Printed Name: William Roe

Title: City Manager

Date: 10/25/21

APPROVED:

MobileTec International, Inc.

Signed: 

Printed Name: Greg Clarke

Title: Customer Services Manager

Date: October 21, 2022