



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, October 28, 2024
6:00 PM**

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

<https://meet.goto.com/666957093>

or dial in using your phone:

+1 (571) 317-3112 - Access Code: 666-957-093

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Kenneth M. Burgess Jr.
Roll Call – Acting City Clerk Ricardo Quiñones
Invocation – Pam Proctor, Crystal Springs Worship Center
Pledge of Allegiance –

CITIZEN COMMENTS

1. MAYOR

- 1.1 Proclamation - 2024 Special Olympics North America Softball National Championship
 - 1. Proclamation 2024 East Pasco Stars 2024 Championship
- 1.2 Swearing in Officers Gage Dixon & Herman Wedgren

2. CONSENT ITEMS

- 2.1 Solid Waste Collection Truck
 - 1. RMGMQ3867.pdf 2025 Gs sideloader
- 2.2 Approval of Utility Easement Agreement 16-24-05 with Tibbetts Properties, LLC
 - 1. 16-24-05 Utility Easement with Tibbetts Properties, LLC - Parcel 24-26-21-0000-00100-0060

- 2.3 Runway 01-19 rehabilitation grant agreement 24-24-06
 1. FM 449735 Runway 1.19 Rehab PTGA
- 2.4 Smith Fence Company Goods and Services Agreement 41-24-34 for Fencing, Gate Operators, and Handrails. Piggyback Agreement off Pinellas County, Florida Agreement
 1. Agreement to Piggyback(31618021.1)
 2. Contract with Pinellas County (31617992.1)
 3. Approval to Piggyback(31617989.1)
 4. Invitation to Bid(31619821.1)
 5. Response(31617985.1)
 6. Tabulation(31617986.1)
 7. Recommendation to Award Bid(31619825.1)

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 MiTek Annexation

Second Reading **Ordinance 1495-24. " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 9.98 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY DESCRIBED AS PARCEL NUMBER 23-26-21-0020-00200-0000 AND 23-26-21-0020-00200-0010 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. "**

 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1495-24 on the Second Reading
 1. Ordinance 1495-24 - MiTek Annexation Ordinance(31477650.1)
 2. MiTek Annex Location
 3. MiTek Annexation Attachments
 4. Mitek Annex, FLUMA, Rezoning Staff Report
- 3.2 MiTek Future Land Use Map Amendment and Rezoning

Second Reading **Ordinance 1496-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 9.98 ACRES OF REAL PROPERTY LOCATED SOUTH OF TUCKER ROAD, WEST OF PINE STREET AND NORTH OF THE ZEPHYRHILLS MUNICIPAL BOUNDARY AND HAVING PARCEL ID# 23-26-21-0020-00200-0010 AND 23-26-21-0020-00200-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. "**

 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1496-24 on the Second Reading
 1. Mitek Annex, FLUMA, Rezoning Staff Report
 2. Ordinance 1496-24 MiTek Future Land Use Map Amendment (FLUMA) and Re(31477977.1)
 3. MiTek Annexation Attachments

4. Mitek Annex Aerial

3.3 COMP PLAN Update - Transportation Element

First Reading **Ordinance 1497-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. "**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No. 1497-24 on the First Reading

1. Ordinance 1497-24 Comprehensive Plan Amendment Transportation
Elem(31617117.1)

2. Adopted Transportation Element Goals, Objectives, and Policies

3. Proposed Goal, Objectives, and Policy

4. CITY MANAGER'S REPORT

4.1 Approval of Local Mitigation Strategy (LMS)

1. Resolution 832-24 Local Mitigation Strategy with Pasco County 2024(31617647.1)

2. FDEM.Pasco.APA.7.30.24(31478145.1)

5. CITY ATTORNEY'S REPORT

5.1 Municipal Association of Pasco (MAP) Meeting November 07, 2024 - Port Richey

First Reading **RESOLUTION NO. 834-24 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**

1. Resolution 834-24 Participation in 11-07-2024 MAP Meeting

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or**

hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.



PROCLAMATION

WHEREAS, the City of Zephyrhills, Florida recognizes the East Pasco Stars Team, head coach Val Lundin and assistant coaches Belinda Brown and Stacy Morris, who have demonstrated the teamwork and drive necessary to win their fourth consecutive title to bring home the Gold medal for the Special Olympics North America Softball National Championship on September 6-8th, 2024, held in Pittsburgh, Pennsylvania; and

WHEREAS, the Stars won all six of their games at nationals, including a 14-9 defeat of Kansas Stars for the title. The Pasco Stars beat Wisconsin Bay Navigators 14-1, and 3 Rivers Pennsylvania, 14-2 in the Friday games. On Saturday, they beat the Kansas Stars 13-8, the Pennsylvania Angels 13-6, and the Georgia Evolve team 19-5, leading up to Sunday's championship victory over Kansas. Pasco outscored the opposition by a huge 87-31 margin in six games; and

WHEREAS, eight players hit .600 or better finishing the series with an overall .686 batting average. Phillip Olson hit .800 with one double, one triple, and 5 home runs; George Morris averaged .647 with 1 double and a homer; Ken Carriveau hit .635 with 2 doubles; George "Bubbe" Morris hit .684 with 4 doubles, 2 triples, and 2 home runs; Josh Asua hit .705, with 3 doubles, 1 triple, and 2 home runs; Chris Allen batted .778 with 2 doubles, and 8 home runs; and

WHEREAS, the 2024 East Pasco Stars Special Olympics Softball Team consists of team members:

John Algood	Justen Buchanan	Kenny Carriveau	George Morris	Phillip Olson
Roger Olson	Curt Walters	Bubbe Morris	Chris Allen	Brian Starnes
Zach Brashear	Ernie Shultz	Andres Torres	Scott Walter	Josh Asua

WHEREAS, the members of the team and their coaches have helped create a positive image for their community and the citizens of Zephyrhills; and

WHEREAS, the City of Zephyrhills commends and congratulates this outstanding group of young men and the coaches who teach and guide them in the sport of softball for this accomplishment; and

NOW, THEREFORE, I Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby consider it an honor and a pleasure to extend this proclamation to the **EAST PASCO STARS** on behalf of the City Council and the citizens of Zephyrhills Florida for an outstanding softball season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Zephyrhills, Florida to be affixed this 28th day of October 2024.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, Acting City Clerk

CONSENT ITEMS 2.1

Solid Waste Collection Truck

Issue:

New side-loader (automated) truck for residential solid waste collection

Background:

This solid waste collection vehicle will service residential customers throughout the city's service area.

Attachment(s):

1. RMGMQ3867.pdf 2025 Gs sideloader

Fiscal Impact:

The FY25 Sanitation Capital Budget allocates \$300,000. Price of new vehicle not to exceed \$297,637.50

Staff Recommendation:

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

GSP MARKETING

322 Lavansville Road - - Somerset, PA 15501
Phone: 304-280-8761 - Fax: 814-443-4966 - Email: russpalmer@g-sproducts



HGAC QUOTE

Date	Quote #
10/22/24	RMGMQ3867

Sold To: ZEPHYRHILLS FL

Ship To: ZEPHYRHILLS FL

Email:

Phone:

Fax:

Phone:

Fax:

2025 CHASSIS IN STOCK WITH DSDD FONTAIN MODIFICATION ALREADY ON ORDER FOR CONVERSION.

TERMS:
PAYMENT ON DELIVERY

Russ Palmer

P.O. #

F.O.B.
SOMERSET, PA.

Qty.	Description	Unit Price	Ext. Price
	HGAC PUBLISHED OPTIONS		
1	RH08-20C86 GS Products: CS9135A: 35-Yd, CollecStar Automated Side Loader, Plastic Container Applications, Full Eject; 4-Axle Configuration	\$145,700.00	\$145,700.00
1	P001 PETERSON SMART LIGHTS (6) STROBE SYSTEM 4 REAR 2 FRONT	\$780.00	\$780.00
1,007	POO2 TRUCK DELIVERY CHARGE \$3.00 PER MILE (DIESEL ONLY)	\$3.00	\$3,021.00
	890 TRANSMISSION MOUNTED PTO WITH TANDEM SECTION GEAR PUMP		
	HOPPER CRUSHER PANEL		
	FULL CONTINUOUS PACK, EJECT UNLOAD USING SINGLE STAGE NON TELESCOPIC CYLINDERS		
	STD 1/4"HARDOX 450 FLOOR PLUS 1/4" HARDOX 450 HOPPER OVERLAY		
	HARDOX 450 PACKER GUIDES, TRACKS AND REPLACEABLE SHOES		
	LED BODY LIGHTS		
	GROUND BLOCK TAILGATE GREASE FITTINGS		
	SHOVEL AND BROOM HOLDER WITH EXTENDED ARM CLEANOUT TOOL		
	HGAC Published Options Total		\$149,501.00
	HGAC NON PUBLISHED OPTIONS		
	(2) REAR ALLEY LIGHTS MOUNTED BASE OF TAILGATE		
1	QUAD CAMERA SYSTEM BY PROVISION 10" QUAD MONITOR INCLUDES SKYWARD CAMERA FRO CLEARANCE	\$2,823.00	\$2,823.00
1	SUBSTITUTE CSD32A BODY	-\$226.50	-\$226.50
	HGAC Non Published Options Total		\$2,596.50
	Body Total		\$152,097.50
1	2025 FREIGHTLINER M2 CLASS 8 56,000# GVW L9 CUMMINS 360 HP 1150# FT TORQUE 315/80RX22.5 HENDRICKSON REAR SUSPENSION	\$126,000.00	\$126,000.00
1	FONTAINE MODIFICATION PREMIUM DUAL STEER, DUAL CONTROLS, DUAL TILT/TELESCOPIC STEERING WHEEL, DUAL AIR RIDE SEATS, RIGHT SIDE AIR HORN PULL CORD AND FLAMING RIVER BATTERY SHUT OFF SWITCH	\$19,540.00	\$19,540.00
	WARRANTY FREIGHTLINER STANDARD 2 YR UNLIMITED MILES SEE SCHEDULE FOR DETAILS		
	WARRANTY CUMMINS L9 2YR/250K MILES, 5YR/100K MILES EMISSIONS, TOWING COVERED IF DUE TO ENGINE FAILURE		

Qty.	Description	Unit Price	Ext. Price
	WARRANTY ALLISON TRANSMISSION 3YR/UNLIMITED MILES, TOWING INCLUDED IF DUE TO TRANSMISSION FAILURE		
	WARRANTY CHASSIS TOWING 1YR UNLIMITED MILES INCLUDED TO NEAREST DEALER		
	Total		\$297,637.50
		SubTotal	\$297,637.50
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$297,637.50

Please contact me if I can be of further assistance.

PRICING BASED UPON TOTAL PURCHASE - TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT.

PRICES QUOTED ARE F.O.B. SOMERSET, PA.

PAYMENT TERMS: FULL PAYMENT DUE UPON DELIVERY OF EQUIPMENT

QUOTE ACCEPTED BY: _____ DATE: _____

CONSENT ITEMS 2.2

Approval of Utility Easement Agreement 16-24-05 with Tibbetts Properties, LLC

Issue:

The Utilities Department requested an easement from this property owner to be able to install utility lines outside the Chancey Rd ROW for the planned Gagne residential community.

Background:

The Utilities Department requested an easement from this property owner to be able to install utility lines outside the Chancey Rd ROW for the planned Gagne residential community.

Attachment(s):

1. 16-24-05 Utility Easement with Tibbetts Properties, LLC - Parcel 24-26-21-0000-00100-0060

Fiscal Impact:

There is a cost associated with this. It will cost the city approximately \$30,000 as the city will be installing a water service and wastewater service to Tibbit's property. This cost will be given back to Lennar, the Gagne developer, as capacity fee credits.

Staff Recommendation:

Steff recommends approval of this item as presented.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of September, 2023 by **Tibbetts Properties, LLC**, a Florida limited liability company, with a mailing address of **2857 Executive Dr., Clearwater, FL 33762** hereinafter called "Granter" to the **City of Zephyrhills, Florida**, a municipal corporation, whose address is **5335 8th St., Zephyrhills, FL 33542**, hereinafter called "Grantee".

WITNESSETH:

Parcel ID: 24-26-21-0000-00100-0060

That for and in consideration of the sum of One Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the water distribution system, gravity sewer collection system, lift stations & sewer force mains, stormwater drainage, and all other equipment and appurtenances as may be necessary or convenient for the operation of the water, sewer, and stormwater utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property **described on Exhibit A attached hereto** (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, and/or sewer, reuse/reclaimed water, and/or stormwater utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of

repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the water, sewer, reuse/reclaimed water, and stormwater facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential, industrial or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **PUMP STATION & SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the water mains reuse/reclaimed water mains, gravity sanitary mains and/or sewer force mains located within the Easement Area.

(c) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals.

(d) **REUSE SYSTEM** - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

(e) The City of Zephyrhills will provide, at no cost to the grantor, an 8" potable water line stub with ample pressure and capacity to provide potable water and fire flow water for the future facilities to be constructed on the Grantor's property. The location of the water line stub is shown on the attached Exhibit B. The anticipated fire flow demand is approximately 1,500 G.P.M. at a 20 P. S. I. residual pressure. The City of Zephyrhills will provide at no cost to the Grantor, a 6" Sanitary Sewer Force Main Stub with ample capacity to receive a future maximum peak flow of 300 G.P.M. The location of the Force Main Stub is shown on the attached Exhibit B. Should the City of Zephyrhills elect to install reclaimed water or reuse water line in the easement area, the City of Zephyrhills will provide at no cost to the grantor a 4" stub in the same general location of the water main stub.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or

trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall also be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Furthermore, Grantor may plant landscaping and utilize the surface area of the Easement Area as a landscape buffer in accordance with applicable rules and regulations. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Tibbetts Properties, LLC, a Florida limited liability company

Witness #1: David Stauter
Signature D

Owner/Rep.: Arlen E Tillis SR VP
Signature 9-7-2023
Date

Witness #1:
Print DAVID STAUTER

Print Name Arlen E Tillis

Witness #2: Robert Fehr
Signature

Witness #2:
Print ROBERT FEHR

The foregoing instrument was acknowledged before me by means of: ☒ physical presence, or ☐ online notarization; this 7th day of September, 2023, by Arlen Tillis, who is: X personally known to me, or has produced: a Florida Driver's License; ☐ Other Identification:

Angele F Davies
Notary Public

ANGELE F DAVIES
Print or type name of Notary

[SEAL]



ANGELE F. DAVIES
Commission # HH 249794
Expires June 11, 2026

Return to: City Clerk
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Parcel ID: 24-26-21-0000-00 100-0060

Signed, sealed and delivered
In the presence of:

City of Zephyrhills, Florida, a municipal
corporation

Witness #1: _____
Signature

Owner/Rep.: _____
Signature Date

Witness #1: _____
Print

Print Name

Witness #2: _____
Signature

Witness #2: _____
Print

The foregoing instrument was acknowledged before me by means of: ☐ physical
presence, or online notarization; this ____ day of ___, 2023, by
_____ who is: ☐ personally known to me, or has
produced: ☐ a Florida Driver's License; ☐ Other Identification: _____

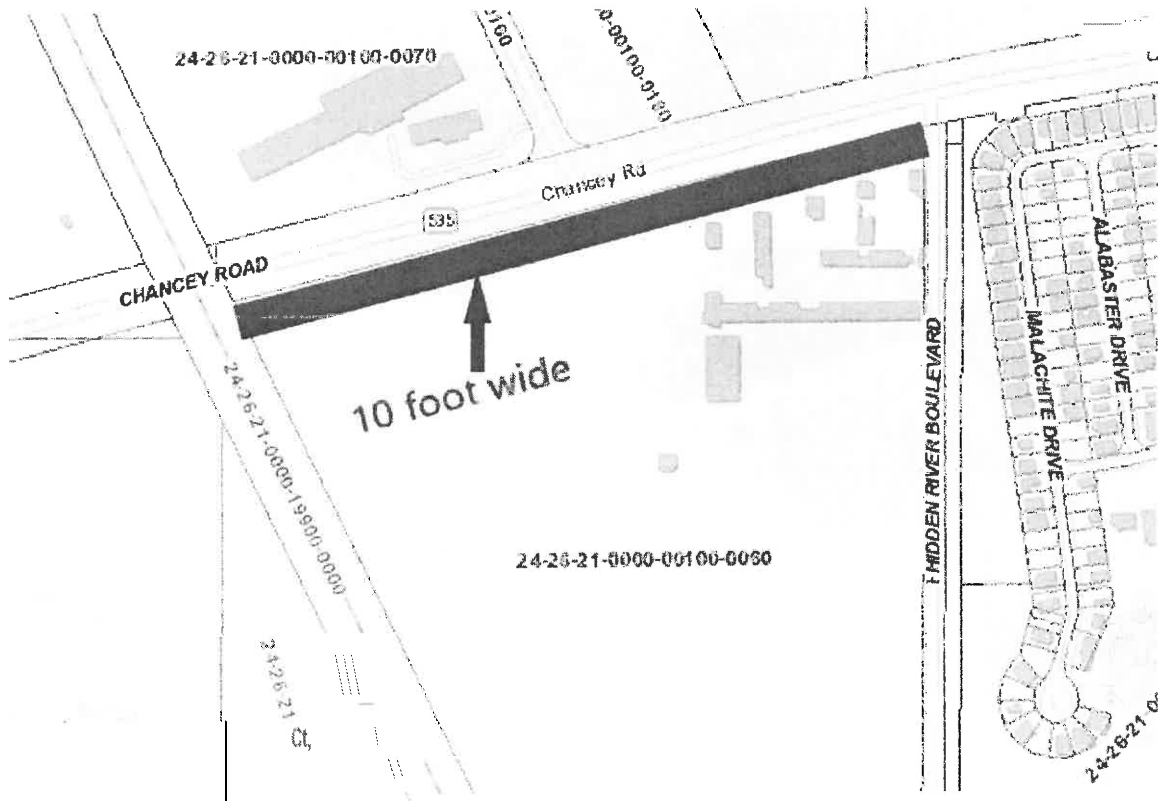
Notary Public

Print or type name of Notary

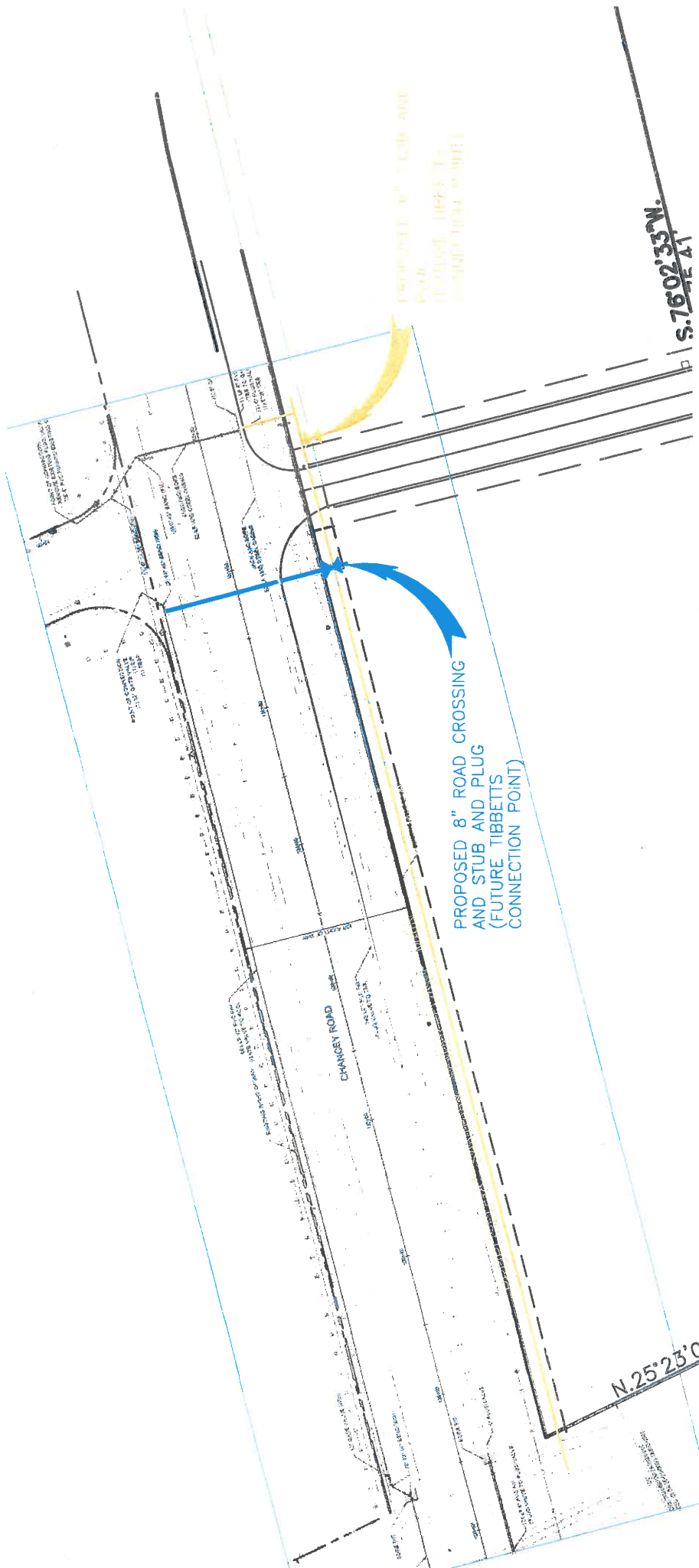
[SEAL]

EXHIBIT "A"

Easement description: The south 10 feet from the northern property line identified below.



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CONSENT ITEMS 2.3

Runway 01-19 rehabilitation grant agreement 24-24-06

Issue:

Please do not date the agreement if accepted and signed.

Background:

The purpose of this agreement is to provide for FDOT participation in the rehabilitation / construction of runway 01-19 FPN: 449735-1-94-01, Contract #G3450 \$4,700,000 80% State 20% Local.

Attachment(s):

1. FM 449735 Runway 1.19 Rehab PTGA

Fiscal Impact:

Budgeted in FY 2024/2025

Staff Recommendation:

Staff recommend City Council consider accepting the public transportation Agreement with FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 449735-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55072020728 Vendor Number: VF596000455005
Contract Number: G3450 CFDA Number: N/A CFDA Title: N/A CSFA Number: 55.004 CSFA Title: Aviation Grant Program	Federal Award Date: Agency UEI Number:	N/A	

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Zephyrhills, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Runway 01-19 Rehabilitation - Construction, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
- ☒ Exhibit F: Contract Payment Requirements

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$4,700,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,760,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

**PUBLIC TRANSPORTATION
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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

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Form 725-000-01
STRATEGIC
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AGENCY City of Zephyrhills

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Justin Hall

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin Hernandez

DocuSigned by:

Martin Hernandez

10/21/2024 10:54 AM EDT

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Runway 01-19 Rehabilitation - Construction

B. Project Location (limits, city, county, map): Zephyrhills Municipal Airport/Zephyrhills, FL/Pasco

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EDGE OF PAVEMENT
CENTERLINE (SWAY)
BUILDINGS

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Rehabilitate Existing 4,694-ft runway pavement

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449735-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$3,760,000.00
449735-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$940,000.00
Total Financial Assistance							\$4,700,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,760,000.00	\$940,000.00	\$0.00	\$4,700,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,760,000.00	\$940,000.00	\$0.00	\$4,700,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark
Department Grant Manager Name

SignatureDate

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Raymond Clark (email: raymond.clark@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Legal Review

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
 AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$3,760,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3450
10/17/2024

CONTRACT INFORMATION

Contract:	G3450
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ZEPHYRHILLS
Vendor ID:	F596000455005
Beginning Date of This Agreement:	10/16/2024
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$3,760,000.00
Description:	Runway 1/19 Rehab Construct

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/17/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	A6
Object Code:	751000
Amount:	\$3,760,000.00
Financial Project:	44973519401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$3,760,000.00

CONSENT ITEMS 2.4

Smith Fence Company Goods and Services Agreement 41-24-34 for Fencing, Gate Operators, and Handrails. Piggyback Agreement off Pinellas County, Florida Agreement

Issue:

Due to the recent damages caused by Hurricane Milton, the City is in need of a fence contractor who provides all kinds of fencing.

Background:

When the City has a need to either install or repair fencing around the City they either go out for solicitation or obtain three quotes depending on the size of the project. To piggyback off of Pinellas County the contract they have with Smith Fence will allow the City to call them to come out and provide quotes and proceed with the project without delays.

Attachment(s):

1. Agreement to Piggyback(31618021.1)
2. Contract with Pinellas County (31617992.1)
3. Approval to Piggyback(31617989.1)
4. Invitation to Bid(31619821.1)
5. Response(31617985.1)
6. Tabulation(31617986.1)
7. Recommendation to Award Bid(31619825.1)

Fiscal Impact:

Fiscal impact is unknown at this time due to the damage caused by Hurricane Milton. Future fiscal years will be budgeted. This piggyback contract is good through February 13, 2026.

Staff Recommendation:

This piggyback from the Pinellas County with Smith Fence is recommended and should save staff time and funds.

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

WHEREAS, **Smith Industries, Inc. DBA Smith Fence Company**, a Florida Corporation (“Contractor”) entered into an agreement dated February 14, 2023, with **Pinellas County, Florida**, a political subdivision of the State of Florida, for Fencing, Gate Operators, and Handrails (ITB 23-0054-ITB-Services), services procured pursuant to F. S. §287.057, (the “Agreement”).

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

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Pinellas County, Florida 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 Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term that expires on February 13, 2026, as agreed to by the Pinellas County, Florida and the Contractor.
4. This piggyback shall be based on the arrangements made in the Pinellas County, Florida solicitation. The Agreement Documents listed below are incorporated herein by reference and made a part hereof:
 - a. Contract with Pinellas County, Florida
 - b. Approval to Piggyback from Pinellas County, Florida
 - c. Invitation to Bid
 - d. Response
 - e. Tabulation
 - f. Recommendation of Bid Award

5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
8. 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.
9. 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.

10. 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 Legal Representative

City of Zephyrhills

Signature Date

Kenneth M. Burgess, Jr. Date
Council President

Print Name Title

WITNESS

ATTEST

Signature Date

Ricardo Quinones Date
Acting City Clerk

Matthew E. Maggard Date
City Attorney

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of February 14, 2023 (effective date) by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Smith Industries Inc DBA Smith Fence Company ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to ITB 23-0054-ITB-Services for Fencing, Gate Operators, and Handrails-A Tampa Bay Cooperative Contract; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in ITB 23-0054-ITB-Services, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Program Coordinator.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 36-months, or until termination of the Agreement, whichever occurs first.

B. Term Extension

The Parties may extend the term of this Agreement for one (1) additional twelve (12) period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

AGREEMENT

C. Price Adjustments

1. Initial Term- Duration of the contract shall be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.
2. Term Extensions- The contract may be extended subject to written notice of agreement from the County and the Contractor for an additional 12-month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at the time the extension request from the County, utilizing the available index at the time of the request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

AGREEMENT

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$2,540,868.20 with an annual not to exceed expenditure of \$846,956.07, for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, upon submittal of an invoice as required herein.

The following municipalities are the cooperative participants of this Tampa Bay Area Purchasing Cooperative contract:

City of Clearwater
City of Dunedin
City of Pinellas Park
City of Tarpons Springs
Pinellas County School Board.

The Cooperative participants are responsible for the issuance of their own awards and funds. Cooperative participants' cumulative contract expenditures will not exceed the total sum of \$7,539,823.00 for the thirty-six (36) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverable as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the thirty-six months term is \$10,080,691.20.

C. Travel Expenses -

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to

the designated person as set out in the Notices Section herein.

AGREEMENT

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Department's Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Smith Industries Inc DBA Smith Fence Company. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

AGREEMENT

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

AGREEMENT

22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

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1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

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Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

29. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

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- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

31. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Thomas Russell

Pinellas County

Purchasing Analyst Coordinator

400 South Fort Harrison Avenue

Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

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Attn: Gage Smith
Vice President
Smith Industries Inc DBA Smith Fence Company
4699 110th Avenue North
Clearwater, FL 33762

34. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

38. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the

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performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

**Smith Industries Inc DBA Smith
Fence Company**
Name of Firm

By: *Janet C. Long*
Janet C. Long

By: *[Signature]*
Signature

Gage B. Smith
Print Name

V.P.
Title

ATTEST: KEN BURKE, CLERK

By: *[Signature]*



APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

1. **OBJECTIVE**

To provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.

2. **REQUIREMENTS**

1. **Job Quotes** – Prior to beginning work, Contractor will provide the requesting department with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quotes must be approved by the department and a purchase order issued prior to initiation of work. All quotes will be provided within five (5) days from the date of request at no charge. Quotes for Emergency requests will be provided within the twenty-four (24) hour response time.
2. **Two (2) Man Crew with Tools** – All-inclusive rate billed at hourly unit price for:
 - a. Group 9 – Installation, removal, repair, and replacement of fencing
 - b. Group 11 – Additional Clearing per Hour – Bush Hog – Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4" and located within the work area.
3. **Repairs** -
 - a. Repairs must be completed within two (2) weeks of receipt of standard purchase order or as otherwise scheduled by the County.
 - b. Contractor shall respond to the department's request by visiting the site within forty-eight (48) hours of notification. Job quote to be provided as per Exhibit A, 2 Requirements, 2. Job Quotes.
 - c. Emergency requests for temporary fencing for security purposes shall be responded to within twenty-four (24) hours with work completed in forty-eight (48) hours.
4. **Warranty** - Standard manufacturer's warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.

3. **SCOPE**

The Contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.

1. **Installation:** Installation of fence shall be in accordance with ASTM F 567 (<https://www.astm.org/f0567-14ar19.html>), and with the following:
 - a. Post spacing shall be spaced a maximum of 10'0" o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
 - b. Post foundations (footings) shall be:
 - 1) A minimum of 24" deep plus 3 inches for each increase in fabric height above 4 feet.
 - 2) The diameter of the post foundation shall be four (4) times the post diameter.
 - 3) If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.
 - 4) Gate post foundations shall be in accordance with ASTM F 567, Table 2.

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2. **Bracing** - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
 - a. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - b. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - 1) When a top rail is used, attach the brace at the halfway point above grade.
 - 2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - 3) Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.

3. Materials All materials shall be as described and conform to the specifications referenced below:

1. Referenced Specifications –

American Society for Testing and Measurements (ASTM):

A 121 – Metallic Coated Steel Barbed Wire

A.392 – Zinc – Coated Steel Chain Link Fence Fabric

A 491 – Aluminum-Coated Steel Chain Link Fence Fabric

A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.

F 567 – Installation of Chain Link Fence

F 626 – Fence Fittings

F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric

F 900 – Industrial and Commercial Swing Gates

F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials

F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures

F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence

F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence

F 1910 – Long Barbed Tape Obstacles

2. Chain Link Fence Fabric -

- a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - 1) The coated wire diameter shall be 9-gage ($0.148" \pm 0.005"$).
 - 2) The mesh size of the woven fabric shall be $2" \pm 1/8"$.
 - 3) The fabric height shall be from 4 feet to 12 feet, in one-foot increments, as indicated.
 - 4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.

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- 5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance -6".
- b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - 1) The core wire diameter shall be 9-gage ($0.148" \pm 0.005"$).
 - 2) The PVC coating shall be Class 2a, extruded and adhered.
 - 3) The fabric height shall be from 4 feet to 12 ft., in one-foot (ft.) increments, as indicated.
 - i. The PVC color shall be as indicated and conform to ASTM F 934.
 - ii. Fabric shall be supplied in rolls of not less than 25 ft. allowable variance -3".
- c. Fabric heights greater than 12 ft. shall be woven from pre-coated strand with the following finishes:
 - 1) PVC coated steel in accordance with ASTM F 668.
 - 2) Aluminum coated steel in accordance with ASTM F 491.
3. Framework -
 - a. Framework shall be round tubular pipe in either of the following types:
 - 1) Type I-schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz./ft of surface.
 - 2) Type II- high strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy Industrial, Type B or D internal coating. Type B external coating.
 - 3) Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
 - 4) Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.
 - b. Framework shall be of the following dimensions for the corresponding fence height and use:

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TABLE 1 - FRAMEWORK REQUIREMENTS

Fence Height Ft.	Description	NPS sizes	o.d. inches	Minimum Length of Post	Type I		Type II	
					Wall Inches	Weight lb./ft.	Wall in inches	Weight lb./ft.
4	End, corner, or pull post	2	2.375	6'6"	0.154	3.85	0.130	3.12
	Line post Rail	1-1/2	1.900	6'	0.145	2.72	0.120	2.28
	(if required)	1-1/4	1.660		0.140	2.27	0.110	1.84
5	End, corner or pull post Line Post	2	2.375	7'9"	0.154	3.65	0.130	3.12
		1-1/2	1.900	7'3"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
6	End, corner, or pull post Line post Rail	2	2.375	9'	0.154	3.65	0.130	3.12
	(if required)	1-1/2	1.900	8'6"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
7	End, corner or pull post Line post Rail	2 1/2	2.875	10'3"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	9'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
8	End, corner or pull post Line post Rail	2 1/2	2.875	11'6"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	11'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
9	End, corner or pull post Line post Rail	2 1/2	2.875	12'9"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	12'3"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
10	End, corner or pull post Line post Rail	2 1/2	2.875	14'	0.203	5.79	0.160	4.64
	(if required)	2	2.375	13'6"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

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11	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	15'3"	0.203	5.79	0.160	4.64
		2	2.375	14'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
12	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	16'6"	0.203	5.79	0.160	4.64
		2	2.375	16'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

4. Gates -

a. Swing-gate frames shall be fabricated in accordance with ASTM specification F900 using either Type I or Type II round tubular pipe. For fabric heights 6 foot (ft.) or less-fabricate frames using NPS 1-1/4"

(1.660" o.d.) Pipe.

1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.

2) Interior bracing, if required, shall be NPS 1-1/4 (1.660" o.d.) pipe.

- i. Horizontal bracing is required for frames 5 ft. or higher.
- ii. Vertical bracing required for frames 12' and wider. Vertical braces will have a maximum spacing of 8 ft.
- iii. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.
- iv. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.
- v. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.
 - i. Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

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TABLE 2: GATE POST SIZES

Gate Fabric Height, ft.	Gate Leaf Width, ft.	Type 1 or Type II	
		NPS Size	o.d. inches
6 ft. or less	Up to and including 4 ft.	2	2.375
	Over 4 ft. to 10 ft.	2 ½	2.875
	Over 10 ft. to 18 ft.	4	4.00
Over 6 ft.	Up to and including 6 ft.	2 ½	2.875
	Over 6 ft. to 12 ft.	4	4.000
Over 6 ft. (Type I pipe only)	Over 12 ft. to 18 ft.	6	6.875
	Over 18 ft. to 24 ft.	8	8.875

5. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:
 - a. NPS 1-1/4 (1.660" o.d.) pipe brace rail and
 - b. 3/8" truss rod with tightener, and
 - c. Other miscellaneous fittings to complete the installation.
6. **Tension Wire** -
 - a. Metallic coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - 2) Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
 - b. PVC coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - 2) The PVC coating class shall be Class 2a or 2b.

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- 3) The metallic coated core wire shall be either 9 gage (Class 2a coated) or 7 gage (Class 2b coated).

7. Barbed Wire -

- a. Metallic coated barbed wire.
- 1) Metallic coated barbed wire shall conform to ASTM A 121, Design Number 12-4-5-14R (12 ½ galvanized (gal) x 4 point barbs x 5 inch spacing, 14-gage round barbs).
 - 2) Coating shall be Type Z (zinc coated), Class 3.
- b. PVC coated barbed wire
- 1) PVC coated barbed wire shall conform to ASTM F 1665. Type I (Standard).
 - 2) The PVC coating class shall be Class 2a or Class 2b.
 - 3) The metallic coated core wire shall be 14 gage (0.080") and shall be zinc coated and shall have a zinc coating weight not less than 0.25 oz. /2ft.

8. Barbed Tape –

- a. Barbed tape shall be either 24" or 30 "single coil concertina.
- b. Barbed tape shall have stainless steel barbs and core wire.
- c. Barbed tape shall conform to the requirements of ASTM F 1910.
- d. The diameter of the barbed tape obstacle in packaged condition shall be [18", 24", 24/30" (double coil), 30", 36" 40" or 60"]. +/-2".
- e. The tape shall be fabricated from 0.025" [AISI 430 series stainless steel with a minimum Rockwell hardness of (30N) 37].
- f. Each loop shall contain barb clusters spaced 4" on center, and each barb cluster shall have 4 needle-sharp barbs with an average barb length of 1.2" as measured from the center of the cluster.
- g. Barbs [shall/shall not] be alternately offset from the tape centerline 0.15" to 0.45".
- h. The tape shall be permanently cold clenched a minimum of 230 around a 0.098" diameter [AISI 304 spring quality austenitic stainless steel core wire] having a minimum tensile strength of [180,000] psi.
- i. The finished reinforced barbed tape shall have two continuous cut-resistant strengthening flanges, which shall be cut away at each barb root to permit maximum barb penetration.
- j. Each roll will consist of [0, 31, 33, 51, 81, or 101] loops with adjacent loops clipped at [0, 3, 5, 7, or 8] equally spaced locations around the circumference to provide the concertina effect.
- k. These clips shall be fabricated from 0.065" x 0.375" stainless steel and shall be capable of withstanding a minimum pull load of 200 lbs.
- l. Each roll of barbed tape shall cover [10, 15, 20, 25 or 50] linear feet when properly installed.

9. Miscellaneous Fittings and Accessories -

- a. Fabric ties – 9-gauge aluminum alloy wire conforming to ASTM F 626.
- b. Other miscellaneous fittings such as post caps, rail ends, brace and tension bands, barbed wire arms and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

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10. **Wheatland Razor Tape – Sizes and Specifications -**

Product Name	Diameter Inches (mm)		Tape Material	Core Wire	Loops per Roll	Clips per Roll	Weight per Roll (lbs.) (kg)		Length per Roll/ Attachment spacing (ft.) (m)	
Commercial Barrier	18	450	430 SS	Galv	33	—	12.4	5.6	50 ft @ 18"	15m @ 450 mm
	24	600	430 SS	Galv	33	—	16.5	7.5	50 ft @ 18"	15m @ 450 mm
						—				
Barrier	24	600	430 SS	Galv	31	3	15.6	7.1	20 ft @ 16"	6.1 m @ 400mm
	30	750	430 SS	Galv	31	3	19.5	8.8	20 ft @ 16"	6.1 m @ 400 mm
	36	900	430 SS	Galv	31	3	23.4	10.6	20 ft @ 16"	6.1 m @ 400 mm
Super Barrier	30	750	430 SS	304 SS	51	5	32.0	14.5	25 ft @ 12"	7.6 m @ 300 mm
	36	900	430 SS	304 SS	51	5	38.4	17.4	25 ft @ 12"	7.6 m @ 300 mm
	40	1,000	430 SS	304 SS	81	7	66.0	30.9	40 ft @ 12"	12 m @ 300 mm
	60	1,500	430 SS	304 SS	81	9	102.0	46.3	40 ft @ 12"	12 m @ 300 mm
Double Barrier	24/30	600/750	430 SS	Galv	31/31	3/3	35.1	15.9	20 ft @ 16"	6.1 m @ 400 mm
Triple Barrier	18/24/30	450/600/750	430SS	Galv	31/31/31	3/3/3	47.5	21.5	20 ft @ 16"	6.1 m @ 400 mm

11. **Vinyl Fencing: (White)**

- Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- Concrete footing: 6" diameter, 24" depth.
- Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.

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DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.
Gates braced and trussed as necessary. Same fabric as fence.

- g. Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- h. DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- i. Concrete footing: 6" diameter, 24" depth.
- j. Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- k. Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- l. Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- m. Post Footing: Sakcrete concrete.

12. Handrail, Pedestrian and Bicycle:

The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of Group 8.

Standards can be viewed at:

<https://www.fdot.gov/design/standardplans/current/default.shtm>

Work items include:

- a. New - Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
- b. Replacement – Rail, Steel or Aluminum, Various - includes the removal of and disposal of unsalvageable damaged rail and replacement with new designated rail and includes all necessary hardware. Measured per linear foot.
- c. Maintenance of Traffic (MOT) – The Contractor shall be responsible to maintain traffic within the limits of the project for the duration of work in accordance with the requirements of the FDOT Design Standards, Index 600. Maintenance of traffic shall be factored into contract unit pricing.

13. Gate Operators:

- a. Gate Operator Equipment - Operator's manufacturers may be, but are not limited to: Viking, Hy-Security, Stanley, B&B, Chamberlain and Automation Corporation.
- b. Control Systems & Accessories - may be, but are not limited to: Door-King, IEI-Door-Gard, and EDKO in Ground Loop Detectors, AAID Long Range WEGAN Vehicle ID Readers, EDKO Photocells, DITK Surge Suppressors, Ground Rods and Safety Edge with Receiver & Transmitter.
- c. Pricing for Gate Operators will be based on a percentage (%) mark up from cost.
- d. Gate Operator Repairs – The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments.

14. Unspecified Work:

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Unspecified work is defined as services that may be required due to unexpected conditions or events. Unspecified work is **Not Guaranteed** as part of the contract and must be properly authorized by the County before performed. Unspecified work includes but is not limited to additional parts not listed.

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EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

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- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County will be an additional indemnified party of the subcontract;
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limits	
Combined Single Limit Per Accident	\$1,000,000

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total

- 5) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

GROUP 1 - CHAIN LINK FENCE FABRIC, W/ 1.2 OZ ZINC COATING PER SQ. FT., ASTM STANDARD.									
ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' 0" w ith line posts & top rails	1,482	2,100	3,582	FT	\$25.00	\$37,050.00	\$52,500.00	\$89,550.00
2	6' 0" w ith line posts & top rails	5,191	19,500	24,691	FT	\$34.00	\$176,480.40	\$663,000.00	\$839,480.40
3	6' 0" w ith tension wire	144	750	894	FT	\$28.00	\$4,032.00	\$21,000.00	\$25,032.00
4	6' 0" w ith top rail & 3 strands of barb wire	575	4,000	4,575	FT	\$35.00	\$20,118.00	\$140,000.00	\$160,118.00
5	7' 0" w ith line posts & top rails	3	0	3	FT	\$46.00	\$138.00	\$0.00	\$138.00
6	8' 0" w ith line posts & top rails	479	5,600	6,079	FT	\$50.00	\$23,970.00	\$280,000.00	\$303,970.00
7	10' 0" w ith line posts & top rails	32	800	832	FT	\$61.00	\$1,939.80	\$48,800.00	\$50,739.80
8	12' 0" w ith line posts & top rails	211	250	461	FT	\$71.00	\$14,952.60	\$17,750.00	\$32,702.60
TOTAL GROUP 1							\$278,680.80	\$1,223,050.00	\$1,501,730.80

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GROUP 2 - END & CORNER POSTS, COMPLETE W/ BRACES PER SPECIFICATIONS									
ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' end posts	53	60	113	EA	155.00	\$8,184.00	\$9,300.00	\$17,484.00
2	4' pull posts	4	35	39	EA	211.00	\$759.60	\$7,385.00	\$8,144.60
3	4' corner posts	38	45	83	EA	211.00	\$7,975.80	\$9,495.00	\$17,470.80
4	6' end posts	113	620	733	EA	175.00	\$19,845.00	\$108,500.00	\$128,345.00
5	6' pull posts	23	295	318	EA	239.00	\$5,449.20	\$70,505.00	\$75,954.20
6	6' corner posts	38	395	433	EA	239.00	\$9,034.20	\$94,405.00	\$103,439.20
7	7' end posts	19	0	19	EA	329.00	\$6,119.40	\$0.00	\$6,119.40
8	7' pull posts	1	0	1	EA	485.00	\$291.00	\$0.00	\$291.00
9	7' corner posts	8	45	53	EA	485.00	\$3,783.00	\$21,825.00	\$25,608.00
10	8' end posts	46	40	86	EA	361.00	\$16,461.60	\$14,440.00	\$30,901.60
11	8' pull posts	4	44	48	EA	525.00	\$1,890.00	\$23,100.00	\$24,990.00
12	8' corner posts	23	30	53	EA	525.00	\$11,970.00	\$15,750.00	\$27,720.00
13	10' 0" end posts	1	10	11	EA	400.00	\$240.00	\$4,000.00	\$4,240.00
14	10' 0" corner posts	4	10	14	EA	575.00	\$2,070.00	\$5,750.00	\$7,820.00
15	12' 0" end posts	4	5	9	EA	450.00	\$1,620.00	\$2,250.00	\$3,870.00
16	12' 0" pull posts	8	9	17	EA	600.00	\$4,680.00	\$5,400.00	\$10,080.00
17	12' 0" corner posts	4	5	9	EA	600.00	\$2,160.00	\$3,000.00	\$5,160.00
18	Addition of Welded Plate to Post w/Anchors, includes hardware	98	20	118	EA	75.00	\$7,380.00	\$1,500.00	\$8,880.00
TOTAL GROUP 2							\$109,912.80	\$396,605.00	\$506,517.80

GROUP 3 - VINYL FENCING, GATES, POSTS, TOP RAILS, AND CORNER POSTS W/HARDWARE (White)									
ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	30	1850	1880	LF	\$18.00	\$540.00	\$33,300.00	\$33,840.00
2	6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1,500	7,900	9400	LF	\$23.00	\$34,500.00	\$181,700.00	\$216,200.00
3	8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	300	3,100	3400	LF	\$28.00	\$8,400.00	\$86,800.00	\$95,200.00
4	4' Vinyl coated fence system w/line post & top rail	150	4,900	5050	LF	\$30.00	\$4,500.00	\$147,000.00	\$151,500.00
5	4' Vinyl coated fence system w/out top rail	1	0	1	LF	\$30.00	\$18.00	\$0.00	\$18.00
6	6' Vinyl coated fence system w/line post & top rail	2,100	10,100	12200	LF	\$41.00	\$86,100.00	\$414,100.00	\$500,200.00
7	8' Vinyl coated fence system w/line post & top rail	6	2,000	2006	LF	\$59.00	\$354.00	\$118,000.00	\$118,354.00

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8	4' Vinyl coated end-pull-corner post	9	32	41	EA	\$188.00	\$1,692.00	\$6,016.00	\$7,708.00
9	6' Vinyl coated end-pull-corner post	45	798	843	EA	\$222.00	\$9,990.00	\$177,156.00	\$187,146.00
10	8' Vinyl coated end-pull-corner post	2	223	225	EA	\$582.00	\$1,047.60	\$129,786.00	\$130,833.60
11	6' White PVC tongue and grove fence (Specifications Attached)	90	800	890	LF	\$47.00	\$4,230.00	\$37,600.00	\$41,830.00
12	4' x 4' single vinyl coated gate	3	26	29	EA	\$650.00	\$1,950.00	\$16,900.00	\$18,850.00
13	4' x 6' single vinyl coated gate	2	28	30	EA	\$700.00	\$1,260.00	\$19,600.00	\$20,860.00
14	4' x 8' single vinyl coated gate	6	26	32	EA	\$800.00	\$4,800.00	\$20,800.00	\$25,600.00
15	6' x 4' single vinyl coated gate	5	48	53	EA	\$700.00	\$3,360.00	\$33,600.00	\$36,960.00
16	6' x 6' single vinyl coated gate	6	40	46	EA	\$875.00	\$5,250.00	\$35,000.00	\$40,250.00
17	6' x 8' single vinyl coated gate	1	17	18	EA	\$1,000.00	\$600.00	\$17,000.00	\$17,600.00
18	8' x 4' single vinyl coated gate	3	20	23	EA	\$875.00	\$2,625.00	\$17,500.00	\$20,125.00
19	8' x 6' single vinyl coated gate	3	20	23	EA	\$1,025.00	\$3,075.00	\$20,500.00	\$23,575.00
20	8' x 8' single vinyl coated gate	3	20	23	EA	\$1,175.00	\$3,525.00	\$23,500.00	\$27,025.00
21	4' x 6' w hite PVC gate w /gate post and hardware	2	5	7	EA	\$900.00	\$1,620.00	\$4,500.00	\$6,120.00
22	5' x 6' w hite PVC gate w /gate post and hardware	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00
23	6' x 6' w hite PVC gate w /gate post and hardware	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00
24	6' x 10' w hite PVC gate w /swing	1	3	4	EA	\$1,125.00	\$675.00	\$3,375.00	\$4,050.00
25	Deduction to exclude Top Rail	6	10	16	LF	\$2.00	\$12.00	\$20.00	\$32.00
		TOTAL GROUP 3					\$183,453.60	\$1,558,553.00	\$1,742,006.60

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GROUP 4 - ADDITIONAL FENCING MATERIALS

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	6' Privacy Fencing Material, PDS vinyl slat	39	1,595	1,634	LF	\$16.00	\$624.00	\$25,520.00	\$26,144.00
2	8' Privacy Fencing Materials, PDS vinyl slat	60	120	180	LF	\$20.00	\$1,200.00	\$2,400.00	\$3,600.00
3	6' Wood Stockade (Pressure Treated Pine)	12	0	12	LF	\$21.00	\$252.00	\$0.00	\$252.00
4	8" Wood Stockade (Pressure Treated Pine)	15	0	15	LF	\$23.00	\$345.00	\$0.00	\$345.00
5	4' Field Fence (FDOT Specifications Attached) Fence Type A	4,800	8200	13,000	LF	\$34.00	\$163,200.00	\$278,800.00	\$442,000.00
6	Razor Wire, 30"	8	20	28	50' Roll	\$1,200.00	\$9,360.00	\$24,000.00	\$33,360.00
7	Barbed Wire, metallic	8	100	108	50' Roll	\$450.00	\$3,510.00	\$45,000.00	\$48,510.00
8	Barbed Wire, PVC coated	8	0	8	50' Roll	\$600.00	\$4,680.00	\$0.00	\$4,680.00
9	Roller Chain #40 Steel	15	10	25	LF	\$125.00	\$1,875.00	\$1,250.00	\$3,125.00
TOTAL GROUP 4							\$185,046.00	\$376,970.00	\$562,016.00

GROUP 5A - GATES, INCLUDING POSTS & HARDWARE FOR 4' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	3	6	9	EA	\$2,660.00	\$7,980.00	\$15,960.00	\$23,940.00
2	20' cantilever gate	3	5	8	EA	\$2,850.00	\$8,550.00	\$14,250.00	\$22,800.00
3	24' cantilever gate	3	5	8	EA	\$3,050.00	\$9,150.00	\$15,250.00	\$24,400.00
4	12' single swing gate	3	8	11	EA	\$850.00	\$2,550.00	\$6,800.00	\$9,350.00
5	10' single swing gate	3	6	9	EA	\$725.00	\$2,175.00	\$4,350.00	\$6,525.00
6	8' single swing gate	6	10	16	EA	\$685.00	\$4,110.00	\$6,850.00	\$10,960.00
7	6' single swing gate	6	32	38	EA	\$650.00	\$3,900.00	\$20,800.00	\$24,700.00
8	4' single swing gate	6	17	23	EA	\$575.00	\$3,450.00	\$9,775.00	\$13,225.00
TOTAL GROUP 5A							\$41,865.00	\$94,035.00	\$135,900.00

GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	5	9	14	EA	\$3,240.00	\$15,552.00	\$29,160.00	\$44,712.00
2	20' cantilever gate	5	4	9	EA	\$3,530.00	\$16,944.00	\$14,120.00	\$31,064.00
3	12' single swing gate	5	11	16	EA	\$1,050.00	\$5,040.00	\$11,550.00	\$16,590.00
4	10' single swing gate	5	21	26	EA	\$850.00	\$4,080.00	\$17,850.00	\$21,930.00
5	8' single swing gate	10	36	46	EA	\$800.00	\$7,680.00	\$28,800.00	\$36,480.00
6	6' single swing gate	28	64	92	EA	\$730.00	\$20,586.00	\$46,720.00	\$67,306.00
7	4' single swing gate	14	45	59	EA	\$625.00	\$9,000.00	\$28,125.00	\$37,125.00
8	20' slide gate	5	13	18	EA	\$1,860.00	\$8,928.00	\$24,180.00	\$33,108.00
TOTAL GROUP 5B							\$87,810.00	\$200,505.00	\$288,315.00

AGREEMENT

GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	2	13	15	EA	\$3,450.00	\$6,210.00	\$44,850.00	\$51,060.00
2	24' cantilever gate	2	10	12	EA	\$4,150.00	\$7,470.00	\$41,500.00	\$48,970.00
3	12' single sw ing gate	2	13	15	EA	\$1,100.00	\$1,980.00	\$14,300.00	\$16,280.00
4	10' single sw ing gate	2	18	20	EA	\$1,035.00	\$1,863.00	\$18,630.00	\$20,493.00
5	8' single sw ing gate	2	18	20	EA	\$950.00	\$1,710.00	\$17,100.00	\$18,810.00
6	6' single sw ing gate	2	43	45	EA	\$785.00	\$1,413.00	\$33,755.00	\$35,168.00
7	4' single sw ing gate	2	43	45	EA	\$715.00	\$1,287.00	\$30,745.00	\$32,032.00
TOTAL GROUP 5C							\$21,933.00	\$200,880.00	\$222,813.00

GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 360 MONTH	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	6	7	EA	\$3,725.00	\$2,235.00	\$22,350.00	\$24,585.00
2	24' cantilever gate	2	5	7	EA	\$4,525.00	\$8,145.00	\$22,625.00	\$30,770.00
3	12' single sw ing gate	1	6	7	EA	\$1,190.00	\$714.00	\$7,140.00	\$7,854.00
4	10' single sw ing gate	1	6	7	EA	\$1,090.00	\$654.00	\$6,540.00	\$7,194.00
5	8' single sw ing gate	2	14	16	EA	\$1,100.00	\$1,980.00	\$15,400.00	\$17,380.00
6	6' single sw ing gate	5	19	24	EA	\$825.00	\$3,960.00	\$15,675.00	\$19,635.00
7	4' single sw ing gate	6	21	27	EA	\$750.00	\$4,500.00	\$15,750.00	\$20,250.00
TOTAL GROUP 5D							\$22,188.00	\$105,480.00	\$127,668.00

GROUP 5E - GATES, INCLUDING POST & HARDWARE FOR 10' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 360 MONTH QTY	TOTAL 36 MONTH QTY	UOM	TOTAL	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	1	2	EA	\$4,225.00	\$2,535.00	\$4,225.00	\$6,760.00
2	24' cantilever gate	2	1	3	EA	\$5,230.00	\$9,414.00	\$5,230.00	\$14,644.00
3	12' single sw ing gate	1	2	3	EA	\$1,350.00	\$810.00	\$2,700.00	\$3,510.00
4	10' single sw ing gate	1	2	3	EA	\$1,250.00	\$750.00	\$2,500.00	\$3,250.00
5	8' single sw ing gate	2	6	8	EA	\$1,150.00	\$2,070.00	\$6,900.00	\$8,970.00
6	6' single sw ing gate	5	10	15	EA	\$925.00	\$4,440.00	\$9,250.00	\$13,690.00
7	4' single sw ing gate	6	10	16	EA	\$825.00	\$4,950.00	\$8,250.00	\$13,200.00
TOTAL GROUP 5E							\$24,969.00	\$39,055.00	\$64,024.00

GROUP 5F - GATES, INCLUDING POST & HARDWARE FOR 12' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	2	1	3	EA	\$4,730.00	\$8,514.00	\$4,730.00	\$13,244.00
2	24' cantilever gate	2	1	3	EA	\$5,930.00	\$10,674.00	\$5,930.00	\$16,604.00
3	12' single sw ing gate	2	3	5	EA	\$1,515.00	\$2,727.00	\$4,545.00	\$7,272.00
4	10' single sw ing gate	2	2	4	EA	\$1,395.00	\$2,511.00	\$2,790.00	\$5,301.00
5	8' single sw ing gate	2	3	5	EA	\$1,275.00	\$2,295.00	\$3,825.00	\$6,120.00
6	6' single sw ing gate	1	4	5	EA	\$1,000.00	\$600.00	\$4,000.00	\$4,600.00
7	4' single sw ing gate	2	5	7	EA	\$885.00	\$1,593.00	\$4,425.00	\$6,018.00
8	Wheel Assembly, 5", for Roll Gate, w /hardw are	15	9	24	EA	\$215.00	\$3,225.00	\$1,935.00	\$5,160.00
9	Wheel Assembly, 8", for Roll Gate, w /hardw are	15	9	24	EA	\$230.00	\$3,450.00	\$2,070.00	\$5,520.00
TOTAL GROUP 5F							\$35,589.00	\$34,250.00	\$69,839.00

AGREEMENT

GROUP 6 – HANDRAIL - PEDESTRIAN AND BICYCLE:

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardw are	36	510	546	LF	\$97.00	\$3,492.00	\$49,470.00	\$52,962.00
2	3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	24	730	754	LF	\$96.00	\$2,304.00	\$70,080.00	\$72,384.00
3	2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardw are	15	1,040	1055	LF	\$95.00	\$1,425.00	\$98,800.00	\$100,225.00
4	2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	375	1,650	2025	LF	\$94.00	\$35,250.00	\$155,100.00	\$190,350.00
5	REPLACE - 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardw are	75	50	125	LF	\$100.00	\$7,500.00	\$5,000.00	\$12,500.00
6	REPLACE - 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	270	300	570	LF	\$99.00	\$26,730.00	\$29,700.00	\$56,430.00
7	REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardw are	15	50	65	LF	\$99.00	\$1,485.00	\$4,950.00	\$6,435.00
8	REPLACE - 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	150	500	650	LF	\$97.00	\$14,550.00	\$48,500.00	\$63,050.00
9	REPLACE - 2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardw are	15	10	25	LF	\$99.00	\$1,485.00	\$990.00	\$2,475.00
TOTAL GROUP 6							\$94,221.00	\$462,590.00	\$556,811.00

GROUP 7 – GATE OPERATORS

COUNTY 36 MONTH USAGE	CO-OP 36 MONTH QTY	TOAL 36 MONTH QTY	MARK UP FROM COST	Total Cost
\$335,000.00	\$216,000.00	\$551,000.00	40%	\$ 771,400.00

GROUP 8 – REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED CONTRACT PRICE
1	Removal of Old Fence up to and including 6' high	2,100	5,000	7,100	LF	\$5.00	\$10,500.00	\$25,000.00	\$35,500.00
TOTAL GROUP 8							\$10,500.00	\$25,000.00	\$35,500.00

AGREEMENT

GROUP 9 - INSTALLATION AND REMOVAL OF FENCING (Includes Temporary)

ITEM	DESCRIPTION	COUNTY 36 MONTH QUANTITY	CO-OP 36 MONTH	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	RATE CHARGES MONDAY THROUGH FRIDAY 8:00 A.M. – 5:00 P.M. (straight time)	1,590	5,850	7,440	Hour	\$125.00	\$198,750.00	\$731,250.00	\$930,000.00
2	RATE CHARGES MONDAY THROUGH FRIDAY	39	108	147	Hour	\$200.00	\$7,800.00	\$21,600.00	\$29,400.00
	(over time/Holiday)	0							
TOTAL GROUP 9							\$206,550.00	\$752,850.00	\$959,400.00

GROUP 10 – REPAIR AND REPLACEMENT OF FENCING

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	RATE CHARGES	450	16,392	16,842	Hour	\$125.00	\$56,250.00	\$2,049,000.00	\$2,105,250.00
TOTAL GROUP 10							\$56,250.00	\$2,049,000.00	\$2,105,250.00

GROUP 11 ADDITIONAL CLEARING PER HOUR:

ITEM	DESCRIPTION	COUNTY 36 MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	CLEARING WITH BUSH HOG	21	42	63	Hour	\$500.00	\$10,500.00	\$21,000.00	\$31,500.00
TOTAL GROUP 11							\$10,500.00	\$21,000.00	\$31,500.00

UNSPECIFIED WORK (36 Months)	\$400,000.00
% Mark-Up from Cost	40%

AGREEMENT

3 Year Totals			
	County Total	Coop Total	County and COOP Total
TOTAL GROUP 1:	\$278,680.80	\$1,223,050.00	\$1,501,730.80
TOTAL GROUP 2	\$109,912.80	\$396,605.00	\$506,517.80
TOTAL GROUP 3	\$183,453.60	\$1,558,553.00	\$1,742,006.60
TOTAL GROUP 4	\$185,046.00	\$376,970.00	\$562,016.00
TOTAL GROUP 5A	\$41,865.00	\$94,035.00	\$135,900.00
TOTAL GROUP 5B	\$87,810.00	\$200,505.00	\$288,315.00
TOTAL GROUP 5C	\$21,933.00	\$200,880.00	\$222,813.00
TOTAL GROUP 5D	\$22,188.00	\$105,480.00	\$127,668.00
TOTAL GROUP 5E	\$24,969.00	\$39,055.00	\$64,024.00
TOTAL GROUP 5F	\$35,589.00	\$34,250.00	\$69,839.00
TOTAL GROUP 6	\$94,221.00	\$462,590.00	\$556,811.00
TOTAL GROUP 7	\$771,400.00	\$0.00	\$771,400.00
TOTAL GROUP 8	\$10,500.00	\$25,000.00	\$35,500.00
TOTAL GROUP 9	\$206,550.00	\$752,850.00	\$959,400.00
TOTAL GROUP 10	\$56,250.00	\$2,049,000.00	\$2,105,250.00
TOTAL GROUP 11	\$10,500.00	\$21,000.00	\$31,500.00
TOTAL FOR GROUPS 1 THROUGH 11	\$2,140,868.20	\$7,539,823.00	\$9,680,691.20
UNSPECIFIED WORK	\$400,000.00		\$400,000.00
	County 3 Year Total	Co-op 3 year total	County and Co-op 3 year total
GRAND TOTAL	\$2,540,868.20	\$7,539,823.00	\$10,080,691.20

AGREEMENT

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Re: Request for Information

From Janssen, Sarah (Katie) <sjanssen@pinellas.gov>

Date Tue 10/22/2024 9:33 AM

To Karen Miller <KMiller@ci.zephyrhills.fl.us>; Bolohan, Sean <sbolohan@pinellas.gov>

EXTERNAL EMAIL

Good morning,

This contract is available for piggyback per Sec. A, 13. Provisions for Other Agencies. Please find link for the contract: [Pinellas County Procurement Portal](#)

Thank you,

Sarah K. Janssen, MBA, CPPB, NIGP-CPP

"Katie" Janssen

Manager of Purchasing Support

Administrative Services | Purchasing

Pinellas County | Board of County Commissioners

400 S Ft Harrison, 6th Floor Annex

Clearwater, FL 33756

Email: sjanssen@pinellas.gov

Main: 727-464-3311

Direct: 727-464-5323 x45323

[Book with me on Teams](#)

[Small Business Enterprise Program](#) | [Doing Business with Pinellas County](#)

Please note: all email correspondence is subject to public disclosure

From: Karen Miller <KMiller@ci.zephyrhills.fl.us>

Sent: Tuesday, October 22, 2024 9:19 AM

To: Bolohan, Sean <sbolohan@pinellas.gov>

Cc: Janssen, Sarah (Katie) <sjanssen@pinellas.gov>

Subject: Request for Information

This Message Is From an External Sender have been provided a
This message came from outside your organization. copy of your Agreement
from Bid #23-0054-ITB

[Report Suspicious](#)

Services—Fencing, Gate Operators and Handrails with Smith Industries Inc, DBA Smith Fence Company. In reviewing this contract there is language that only those Agencies in the Coop can utilize this Agreement. I wanted to confirm this or if it would be approved for the City of Zephyrhills to piggyback from it. Due to the storm, we have several areas around our Airport's perimeter fencing which needs to be repaired as well as areas within the City.

If piggyback is approved, could I get copies of:

- Solicitation
- Tabulation
- Advertisement
- Smith Fence response
- Approval to piggyback

I thank you for your consideration.

Karen Miller
Purchasing Agent

City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536
FAX: 813-780-0005
ci.zephyrhills.fl.us



Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



INVITATION TO BID

ITB – SERVICES

ARE ACCEPTED VIA OPENGOV

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Friday, October 28, 2022

SOLICITATION NUMBER: 23-0054-ITB-Services

SOLICITATION TITLE: Fencing, Gate Operators, and Handrails and Tampa Bay Cooperative Contract

DEADLINE FOR WRITTEN QUESTIONS: Thursday, November 10, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE Q&A SECTION.

ALL SUBMITTALS ARE DUE BY: Tuesday, November 22, 2022 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: N/A

SITE VISIT INFORMATION: N/A

SOLICITATION CONTACT INFORMATION:

NAME: Thomas Russell

EMAIL: torussell@pinellas.gov

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to bid on active County solicitations.

Should you need technical assistance with OpenGov, the following options are available for assistance:

- Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday
- Email: procurement-support@opengov.com
- Chat is available in the OpenGov application
- Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
VENDOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on Vendor Invoice)
FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF SUBMITTAL

Submittal will be prepared in accordance with the following:

- a. Submittals shall be uploaded on forms furnished, utilizing OpenGov procurement website. Failure to comply could result in the submission being rejected.
- b. If price is factor, unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- c. Alternate submittals will not be considered unless authorized by the solicitation.
- d. Proposed delivery time must be shown and shall include weekends and holidays.
- e. Contractor is advised that exceptions to any terms and conditions contained in this solicitation or the agreement must be stated with specificity in its response to the solicitation as provided herein and in Section A, AGREEMENT. Contractor is deemed to have accepted and to be bound by the solicitation and agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- f. Contractors shall thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- g. Contractors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
- h. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. Contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. Contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

3. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas OpenGov Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

4. VENDOR SUBMISSION

- a. Submittals shall be uploaded utilizing OpenGov procurement website (<https://secure.procurenow.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

SECTION A - GENERAL CONDITIONS

5. REJECTION OF SUBMISSION

- a. The County may reject a submittal if:
 1. The contractor incorrectly states or conceals any material fact in the solicitation.
 2. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 3. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
- b. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
- c. The County reserves the right to waive minor informalities or irregularities in any submittal.

6. WITHDRAWAL OF SUBMITTAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

7. LATE SUBMISSION OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

8. PUBLIC REVIEW AT OPENING

Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals shall be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. TABULATION INQUIRIES

Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. AWARD OF CONTRACT

- a. The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- c. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract shall be awarded by drawing lots in public.
- d. Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS

11. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals shall be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

13. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

14. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

15. CONTRACTOR LICENSE REQUIREMENT

All contractor performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

16. SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this solicitation, the successful contractor shall provide a Safety Data Sheet (SDS) at the time of each delivery.

17. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES"

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

SECTION A - GENERAL CONDITIONS

19. COUNTY INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

20. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

21. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

22. "OR EQUAL" DETERMINATION

Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. INSURANCE

Notice: The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

SECTION A - GENERAL CONDITIONS

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS

- a. The contractor shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.
- b. The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES

Contractor shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown in below. The County may dispute any payments invoiced by contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

SECTION A - GENERAL CONDITIONS

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at: www.pinellascounty.org/purchase.

27. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

28. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

29. CONTRACTOR CAPABILITY/REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

30. DELIVERY/CLAIMS

Prices quoted shall be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

31. MATERIAL QUALITY

All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the contractor at no charge to the County.

SECTION A - GENERAL CONDITIONS

32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

34. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached agreement it must identify the term and the exception in its response to the solicitation. Failure to do so may lead County to declare any such term non-negotiable. contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. NON-EXCLUSIVE CONTRACT

Award of this agreement shall impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently agreement with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision shall apply separately to each term.

36. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;

SECTION A - GENERAL CONDITIONS

- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

37. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

38. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

SECTION A - GENERAL CONDITIONS

39. ADD/DELETE LOCATIONS SERVICES

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

40. INTEGRITY OF SOLICITATION DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

41. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

SECTION A - GENERAL CONDITIONS

Fax – 727-464-8386

44. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials,

SECTION A - GENERAL CONDITIONS

statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."

2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

45. DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify a contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the contractor and the County about payment of a payment request or an invoice then the contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.
- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if

SECTION A - GENERAL CONDITIONS

the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. PUBLIC RECORDS – CONTRACTOR'S DUTY

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

47. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

SECTION A - GENERAL CONDITIONS

48. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

49. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

50. OWNERSHIP OF DOCUMENTS

- a. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the contractor shall be delivered by the contractor to the County at the conclusion of the project or the termination of the contractor's services.
- b. When such documents are provided to other parties, the contractor shall ensure return of the County's property.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

This is a cooperative bid for the purpose of establishing a contract for labor, materials, and equipment for fencing, gate operators, and handrails to order on an as needed basis by, but not limited to, the following participants:

City of Clearwater

City of Dunedin

City of Pinellas Park

City of Tarpon Springs

Pinellas County School Board

Pinellas County Board of County Commissioners

Award shall be consistent among all of the above agency participants, but each entity shall make their own award. Each participating agency may execute its own contract with the successful bidder in accordance with its respective purchasing policies and procedures. Each participating agency will be responsible for issuing its own purchase order(s), and for order placement.

2. QUANTITIES

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered

4. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional 12-month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Producer Price Index (CPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment

SECTION B – SPECIAL CONDITIONS

request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

5. MANDATORY PRE-BID CONFERENCE: NOT APPLICABLE

6. NON-MANDATORY SITE VISIT:

NOT APPLICABLE

7. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

8. PERFORMANCE SECURITY

NOT APPLICABLE

9. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

10. PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE B CONTRACTOR

The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

11. WORKSITE SANITATION

At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite or left by other contractors.

12. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. All Contractors and their agents, while performing work and/or services pursuant to this Agreement, are expected to conduct themselves accordingly.

All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. Contractor agrees to cause all of its employees, subcontractors, consultants and other agents to honor this policy.

13. SUBMISSION OF BIDS

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

SECTION B – SPECIAL CONDITIONS

Instructions for Providing Files in PDF Format to Pinellas County Government

A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

14. DEMONSTRATION

If requested by the County, the contractor must be prepared to provide a free demonstration of the product and/or equipment.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at

SECTION C – INSURANCE REQUIREMENTS

InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County will be an additional indemnified party of the subcontract;
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limits	
Combined Single Limit Per Accident	\$1,000,000

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total

- 5) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E – SPECIFICATIONS

SECTION E – SPECIFICATIONS

1. **OBJECTIVE**

To award a contract to provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.

2. **REQUIREMENTS**

1. **Standard Services Agreement** - The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.
2. **Job Quotes** - Prior to beginning work, Contractor will provide the requesting department with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quotes must be approved by the department and a purchase order issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request at no charge. Quotes for Emergency requests should be provided within the twenty-four (24) hour response time.
3. **Two (2) Man Crew with Tools** - All-inclusive rate billed at hourly unit price for:
 - a. Group 9 – Installation, removal, repair, and replacement of fencing
 - b. Group 11 – Additional Clearing per Hour – Bush Hog – Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4" and located within the work area.
4. **Repairs** -
 - a. Repairs must be completed within two (2) weeks of receipt of standard purchase order or as otherwise scheduled by the County.
 - b. Contractor shall respond to the department's request by visiting the site within forty-eight (48) hours of notification. Job quote to be provided as per Section E., Requirements – 2. Job Quotes.
 - c. Emergency requests for temporary fencing for security purposes shall be responded to within twenty-four (24) hours with work completed in forty-eight (48) hours.
5. **Warranty** - Standard manufacturer's warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.

3. **SCOPE**

The Contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.

1. **Installation:** Installation of fence shall be in accordance with ASTM F 567, and with the following:
 - a. Post spacing shall be spaced a maximum of 10'0"o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
 - b. Post foundations (footings) shall be:
 - 1) A minimum of 24" deep plus 3 inches for each increase in fabric height above 4 feet.
 - 2) The diameter of the post foundation shall be four (4) times the post diameter.

SECTION E – SPECIFICATIONS

- 3) If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.
 - 4) Gate post foundations shall be in accordance with ASTM F 567, Table 2.
2. **Bracing** - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
- a. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - b. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - 1) When a top rail is used, attach the brace at the halfway point above grade.
 - 2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - 3) Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.

D. Materials All materials shall be as described and conform to the specifications referenced below:

1. **Referenced Specifications –**

American Society for Testing and Measurements (ASTM):

A 121 – Metallic Coated Steel Barbed Wire

A.392 – Zinc – Coated Steel Chain Link Fence Fabric

A 491 – Aluminum-Coated Steel Chain Link Fence Fabric

A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.

F 567 – Installation of Chain Link Fence

F 626 – Fence Fittings

F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric

F 900 – Industrial and Commercial Swing Gates

F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials

F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures

F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence

F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence

F 1910 – Long Barbed Tape Obstacles

2. **Chain Link Fence Fabric -**

- a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - 1) The coated wire diameter shall be 9-gage (0.148" ± 0.005").
 - 2) The mesh size of the woven fabric shall be 2" ± 1/8".

SECTION E – SPECIFICATIONS

- 3) The fabric height shall be from 4 feet to 12 feet, in one-foot increments, as indicated.
- 4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.
- 5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance –6”.
- b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - 1) The core wire diameter shall be 9-gage ($0.148" \pm 0.005"$).
 - 2) The PVC coating shall be Class 2a, extruded and adhered.
 - 3) The fabric height shall be from 4 feet to 12 ft., in one-foot (ft.) increments, as indicated.
 - i. The PVC color shall be as indicated and conform to ASTM F 934.
 - ii. Fabric shall be supplied in rolls of not less than 25 ft. allowable variance –3”.
- c. Fabric heights greater than 12 ft. shall be woven from pre-coated strand with the following finishes:
 - 1) PVC coated steel in accordance with ASTM F 668.
 - 2) Aluminum coated steel in accordance with ASTM F 491.
3. Framework -
 - a. Framework shall be round tubular pipe in either of the following types:
 - 1) Type I-schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz./ft of surface.
 - 2) Type II- high strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy Industrial, Type B or D internal coating. Type B external coating.
 - 3) Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
 - 4) Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.
 - b. Framework shall be of the following dimensions for the corresponding fence height and use:

SECTION E – SPECIFICATIONS

TABLE 1 - FRAMEWORK REQUIREMENTS

Fence Height Ft.	Description	NPS sizes	o.d. inches	Minimum Length of Post	Type I		Type II	
					Wall Inches	Weight lb./ft.	Wall in inches	Weight lb./ft.
4	End, corner, or pull post	2	2.375	6'6"	0.154	3.85	0.130	3.12
	Line post Rail	1-1/2	1.900	6'	0.145	2.72	0.120	2.28
	(if required)	1-1/4	1.660		0.140	2.27	0.110	1.84
5	End, corner or pull post Line Post	2	2.375	7'9"	0.154	3.65	0.130	3.12
		1-1/2	1.900	7'3"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
6	End, corner, or pull post Line post Rail	2	2.375	9'	0.154	3.65	0.130	3.12
		1-1/2	1.900	8'6"	0.145	2.72	0.120	2.28
	(if required)	1-1/4	1.660		0.140	2.27	0.110	1.84
7	End, corner or pull post Line post Rail	2 1/2	2.875	10'3"	0.203	5.79	0.160	4.64
		2	2.375	9'9"	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84
8	End, corner or pull post Line post Rail	2 1/2	2.875	11'6"	0.203	5.79	0.160	4.64
		2	2.375	11'	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84
9	End, corner or pull post Line post Rail	2 1/2	2.875	12'9"	0.203	5.79	0.160	4.64
		2	2.375	12'3"	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84
10	End, corner or pull post Line post Rail	2 1/2	2.875	14'	0.203	5.79	0.160	4.64
		2	2.375	13'6"	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84

SECTION E – SPECIFICATIONS

11	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	15'3"	0.203	5.79	0.160	4.64
		2	2.375	14'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
12	End, corner or pull post Line post Rail (if required)	2 1/2	2.875	16'6"	0.203	5.79	0.160	4.64
		2	2.375	16'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

4. Gates -

a. Swing-gate frames shall be fabricated in accordance with ASTM specification F900 using either Type I or Type II round tubular pipe. For fabric heights 6 foot (ft.) or less-fabricate frames using NPS 1-1/4"

(1.660" o.d.) Pipe.

1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.

2) Interior bracing, if required, shall be NPS 1-1/4 (1.660" o.d.) pipe.

(a) Horizontal bracing is required for frames 5 ft. or higher.

(b) Vertical bracing required for frames 12' and wider. Vertical braces shall have a maximum spacing of 8 ft.

b. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.

c. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.

d. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.

1) Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

SECTION E – SPECIFICATIONS

TABLE 2: GATE POST SIZES

Gate Fabric Height, ft.	Gate Leaf Width, ft.	Type 1 or Type II	
		NPS Size	o.d. inches
6 ft. or less	Up to and including 4 ft.	2	2.375
	Over 4 ft. to 10 ft.	2 ½	2.875
	Over 10 ft. to 18 ft.	4	4.00
Over 6 ft.	Up to and including 6 ft.	2 ½	2.875
	Over 6 ft. to 12 ft.	4	4.000
Over 6 ft. (Type I pipe only)	Over 12 ft. to 18 ft.	6	6.875
	Over 18 ft. to 24 ft.	8	8.875

5. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:

- NPS 1-1/4 (1.660" o.d.) pipe brace rail and
- 3/8" truss rod with tightener, and
- Other miscellaneous fittings to complete the installation.

6. **Tension Wire -**

- Metallic coated tension wire
 - Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
- PVC coated tension wire
 - Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - The PVC coating class shall be Class 2a or 2b.

SECTION E – SPECIFICATIONS

- 3) The metallic coated core wire shall be either 9 gage (Class 2a coated) or 7 gage (Class 2b coated).

7. Barbed Wire -

- a. Metallic coated barbed wire.
 - 1) Metallic coated barbed wire shall conform to ASTM A 121, Design Number 12-4-5-14R (12 ½ galvanized (gal) x 4 point barbs x 5 inch spacing, 14-gage round barbs).
 - 2) Coating shall be Type Z (zinc coated), Class 3.
- b. PVC coated barbed wire
 - 1) PVC coated barbed wire shall conform to ASTM F 1665. Type I (Standard).
 - 2) The PVC coating class shall be Class 2a or Class 2b.
 - 3) The metallic coated core wire shall be 14 gage (0.080") and shall be zinc coated and shall have a zinc coating weight not less than 0.25 oz. /2ft.

8. Barbed Tape –

- a. Barbed tape shall be either 24" or 30 "single coil concertina.
- b. Barbed tape shall have stainless steel barbs and core wire.
- c. Barbed tape shall conform to the requirements of ASTM F 1910.
- d. The diameter of the barbed tape obstacle in packaged condition shall be [18", 24", 24/30" (double coil), 30", 36" 40" or 60"]. +/-2".
- e. The tape shall be fabricated from 0.025" [AISI 430 series stainless steel with a minimum Rockwell hardness of (30N) 37].
- f. Each loop shall contain barb clusters spaced 4" on center, and each barb cluster shall have 4 needle-sharp barbs with an average barb length of 1.2" as measured from the center of the cluster.
- g. Barbs [shall/shall not] be alternately offset from the tape centerline 0.15" to 0.45".
- h. The tape shall be permanently cold clenched a minimum of 230 around a 0.098" diameter [AISI 304 spring quality austenitic stainless steel core wire] having a minimum tensile strength of [180,000] psi.
- i. The finished reinforced barbed tape shall have two continuous cut-resistant strengthening flanges, which shall be cut away at each barb root to permit maximum barb penetration.
- j. Each roll will consist of [0, 31, 33, 51, 81, or 101] loops with adjacent loops clipped at [0, 3, 5, 7, or 8] equally spaced locations around the circumference to provide the concertina effect.
- k. These clips shall be fabricated from 0.065" x 0.375" stainless steel and shall be capable of withstanding a minimum pull load of 200 lbs.
- l. Each roll of barbed tape shall cover [10, 15, 20, 25 or 50] linear feet when properly installed.

9. Miscellaneous Fittings and Accessories -

- a. Fabric ties – 9-gauge aluminum alloy wire conforming to ASTM F 626.
- b. Other miscellaneous fittings such as post caps, rail ends, brace and tension bands, barbed wire arms and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

SECTION E – SPECIFICATIONS

10. **Wheatland Razor Tape – Sizes and Specifications -**

Product Name	Diameter Inches (mm)		Tape Material	Core Wire	Loops per Roll	Clips per Roll	Weight per Roll (lbs.) (kg)		Length per Roll/ Attachment spacing (ft.) (m)	
Commercial Barrier	18	450	430 SS	Galv	33	————	12.4	5.6	50 ft @ 18"	15m @ 450 mm
	24	600	430 SS	Galv	33	———— —	16.5	7.5	50 ft @ 18"	15m @ 450 mm
Barrier	24	600	430 SS	Galv	31	3	15.6	7.1	20 ft @ 16"	6.1 m @ 400mm
	30	750	430 SS	Galv	31	3	19.5	8.8	20 ft @ 16"	6.1 m @ 400 mm
	36	900	430 SS	Galv	31	3	23.4	10.6	20 ft @ 16"	6.1 m @ 400 mm
Super Barrier	30	750	430 SS	304 SS	51	5	32.0	14.5	25 ft @ 12"	7.6 m @ 300 mm
	36	900	430 SS	304 SS	51	5	38.4	17.4	25 ft @ 12"	7.6 m @ 300 mm
	40	1,000	430 SS	304 SS	81	7	66.0	30.9	40 ft @ 12"	12 m @ 300 mm
	60	1,500	430 SS	304 SS	81	9	102.0	46.3	40 ft @ 12"	12 m @ 300 mm
Double Barrier	24/30	600/750	430 SS	Galv	31/31	3/3	35.1	15.9	20 ft @ 16"	6.1 m @ 400 mm
Triple Barrier	18/24/30	450/600/750	430SS	Galv	31/31/31	3/3/3	47.5	21.5	20 ft @ 16"	6.1 m @ 400 mm

11. **Vinyl Fencing: (White)**

- Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- Concrete footing: 6" diameter, 24" depth.
- Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.

SECTION E – SPECIFICATIONS

DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.
Gates braced and trussed as necessary. Same fabric as fence.

- g. Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- h. DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- i. Concrete footing: 6" diameter, 24" depth.
- j. Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- k. Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- l. Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- m. Post Footing: Sakcrete concrete.

12. Handrail, Pedestrian and Bicycle:

The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of Group 8.

Standards can be viewed at:

<https://www.fdot.gov/design/standardplans/current/default.shtm>

Work items include:

- a. New - Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
- b. Replacement – Rail, Steel or Aluminum, Various - includes the removal of and disposal of unsalvageable damaged rail and replacement with new designated rail and includes all necessary hardware. Measured per linear foot.
- c. Maintenance of Traffic (MOT) – The Contractor shall be responsible to maintain traffic within the limits of the project for the duration of work in accordance with the requirements of the FDOT Design Standards, Index 600. Maintenance of traffic shall be factored into contract unit pricing.

13. Gate Operators:

- a. Gate Operator Equipment - Operator's manufacturers may be, but are not limited to: Viking, Hy-Security, Stanley, B&B, Chamberlain and Automation Corporation.
- b. Control Systems & Accessories - may be, but are not limited to: Door-King, IEI-Door-Gard, and EDKO in Ground Loop Detectors, AAID Long Range WEGAN Vehicle ID Readers, EDKO Photocells, DITK Surge Suppressors, Ground Rods and Safety Edge with Receiver & Transmitter.
- c. Pricing for Gate Operators will be based on a percentage (%) mark up from cost.
- d. Gate Operator Repairs – The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments.

14. Unspecified Work:

SECTION E – SPECIFICATIONS

Unspecified work is defined as services that may be required due to unexpected conditions or events. Unspecified work is **Not Guaranteed** as part of the contract and must be properly authorized by the County before performed. Unspecified work includes but is not limited to additional parts not listed. A percentage (%) markup from cost to be provided on Section F – Bid Submittal for unspecified parts.

SECTION F – BID SUMMARY

SECTION F – BID SUMMARY

See Attachment Titled Section F Bid Submittal and Summary (Excel). Pricing must be submitted on Section F Bid Submittal and Summary.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Company Name

SECTION F – BID SUMMARY

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Sign the Bidder Acceptance Form	3	X	
	Current Certificate(s) of Insurance	23	X	
	Complete the Vendor References Form	26	X	
	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	Attachment	X	
	ePayables Form	38	X	
	W-9	39	X	
	Sign the Addenda Acknowledgement Form (if applicable)	40	X	
	Appendix 1 – E-Verify Affidavit	42	X	
	Signed sample Agreement in acknowledgment and acceptance of County terms and conditions.	Attachment	X	

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Signature

Printed Signature

Phone Number

Email

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the OpenGov website, <https://secure.procurenow.com/portal/pinellasfl>, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. **23-0054-ITB-Services** for **Fencing, Gate Operators, and Handrails**.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ___ or 2) online notarization ___, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LNO

TABULATION

	38	395	433	EA	239.00	\$9,034.20	\$94,405.00	\$103,439.20									
	19	0	19	EA	329.00	\$6,119.40	\$0.00	\$6,119.40									
	1	0	1	EA	485.00	\$291.00	\$0.00	\$291.00									
	8	45	53	EA	485.00	\$3,783.00	\$21,825.00	\$25,608.00									
	46	40	86	EA	361.00	\$16,461.60	\$14,440.00	\$30,901.60									
	4	44	48	EA	525.00	\$1,890.00	\$23,100.00	\$24,990.00									
	23	30	53	EA	525.00	\$11,970.00	\$15,750.00	\$27,720.00									
	1	10	11	EA	400.00	\$240.00	\$4,000.00	\$4,240.00									
	4	10	14	EA	575.00	\$2,070.00	\$5,750.00	\$7,820.00									
	4	5	9	EA	450.00	\$1,620.00	\$2,250.00	\$3,870.00									
	8	9	17	EA	600.00	\$4,680.00	\$5,400.00	\$10,080.00									
	4	5	9	EA	600.00	\$2,160.00	\$3,000.00	\$5,160.00									
Subtotal	98	20	118	EA	75.00	\$7,380.00	\$1,500.00	\$8,880.00									
			TOTAL GROUP 2			\$109,912.80	\$396,605.00	\$506,517.80									

FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LNO

TABULATION

d gate	3	20	23	EA	\$875.00	\$2,625.00	\$17,500.00	\$20,125.00								
d gate	3	20	23	EA	\$1,025.00	\$3,075.00	\$20,500.00	\$23,575.00								
d gate	3	20	23	EA	\$1,175.00	\$3,525.00	\$23,500.00	\$27,025.00								
/gate	2	5	7	EA	\$900.00	\$1,620.00	\$4,500.00	\$6,120.00								
/gate	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00								
/gate	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00								
	1	3	4	EA	\$1,125.00	\$675.00	\$3,375.00	\$4,050.00								
p Rail	6	10	16	LF	\$2.00	\$12.00	\$20.00	\$32.00								
	TOTAL GROUP 3					\$183,453.60	\$1,558,553.00	\$1,742,006.60								

FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LNO
TABULATION

FENCING MATERIALS																			
	EST COUNTY 36-MONTH QTY	EST CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE											
rial,	39	1,595	1,634	LF	\$16.00	\$624.00	\$25,520.00	\$26,144.00											
rials,	60	120	180	LF	\$20.00	\$1,200.00	\$2,400.00	\$3,600.00											
ssure	12	0	12	LF	\$21.00	\$252.00	\$0.00	\$252.00											
ssure	15	0	15	LF	\$23.00	\$345.00	\$0.00	\$345.00											
	4,800	8200	13,000	LF	\$34.00	\$163,200.00	\$278,800.00	\$442,000.00											
	8	20	28	50' Roll	\$1,200.00	\$9,360.00	\$24,000.00	\$33,360.00											
	8	100	108	50' Roll	\$450.00	\$3,510.00	\$45,000.00	\$48,510.00											
ted	8	0	8	50' Roll	\$600.00	\$4,800.00	\$0.00	\$4,800.00											
	15	10	25	LF	\$125.00	\$1,875.00	\$1,250.00	\$3,125.00											
				TOTAL GROUP 4		\$185,046.00	\$376,970.00	\$562,016.00											
ING POSTS & HARDWARE FOR 4' 0" FENCE																			
	EST COUNTY 36-MONTH QTY	EST CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE											
	3	6	9	EA	\$2,660.00	\$7,980.00	\$15,960.00	\$23,940.00											
	3	5	8	EA	\$2,850.00	\$8,550.00	\$14,250.00	\$22,800.00											
	3	5	8	EA	\$3,050.00	\$9,150.00	\$15,250.00	\$24,400.00											
	3	8	11	EA	\$850.00	\$2,550.00	\$6,800.00	\$9,350.00											
	3	6	9	EA	\$725.00	\$2,175.00	\$4,350.00	\$6,525.00											
	6	10	16	EA	\$685.00	\$4,110.00	\$6,850.00	\$10,960.00											
	6	32	38	EA	\$650.00	\$3,900.00	\$20,800.00	\$24,700.00											
	6	17	23	EA	\$575.00	\$3,450.00	\$9,775.00	\$13,225.00											
				TOTAL GROUP 5A		\$41,865.00	\$94,035.00	\$135,900.00											

TABULATION

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FENCING, GATE OPERATORS, AND HANDRAILS
BID NUMBER: 178-0122-B(LNO
TABULATION

ING POST & HARDWARE FOR 10' 0" FENCE																			
EST COUNTY 36 MONTH QTY	EST CO-OP 360 MONTH QTY	TOTAL 36 MONTH QTY	UOM	TOTAL	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE												
1	1	2	EA	\$4,225.00	\$2,535.00	\$4,225.00	\$6,760.00												
2	1	3	EA	\$5,230.00	\$9,414.00	\$5,230.00	\$14,644.00												
1	2	3	EA	\$1,350.00	\$810.00	\$2,700.00	\$3,510.00												
1	2	3	EA	\$1,250.00	\$750.00	\$2,500.00	\$3,250.00												
2	6	8	EA	\$1,150.00	\$2,070.00	\$6,900.00	\$8,970.00												
5	10	15	EA	\$925.00	\$4,440.00	\$9,250.00	\$13,690.00												
6	10	16	EA	\$825.00	\$4,950.00	\$8,250.00	\$13,200.00												
TOTAL GROUP 5E					\$24,969.00	\$39,055.00	\$64,024.00												
ING POST & HARDWARE FOR 12' 0" FENCE																			
EST COUNTY 36 -MONTH QTY	EST CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE												
2	1	3	EA	\$4,730.00	\$8,514.00	\$4,730.00	\$13,244.00												
2	1	3	EA	\$5,930.00	\$10,674.00	\$5,930.00	\$16,604.00												
2	3	5	EA	\$1,515.00	\$2,727.00	\$4,545.00	\$7,272.00												
2	2	4	EA	\$1,395.00	\$2,511.00	\$2,790.00	\$5,301.00												
2	3	5	EA	\$1,275.00	\$2,295.00	\$3,825.00	\$6,120.00												
1	4	5	EA	\$1,000.00	\$600.00	\$4,000.00	\$4,600.00												
2	5	7	EA	\$885.00	\$1,593.00	\$4,425.00	\$6,018.00												
Roll	15	24	EA	\$215.00	\$3,225.00	\$1,935.00	\$5,160.00												
Roll	15	24	EA	\$230.00	\$3,450.00	\$2,070.00	\$5,520.00												
TOTAL GROUP 5F					\$35,589.00	\$34,250.00	\$69,839.00												

TABULATION

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TABULATION

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TABULATION

51 of 298

VENDORS MUST COMPLETE THE FOLLOWING

VENDORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A VENDOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, VENDORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

VENDOR NAME: Smith Industries, Inc. dba Smith Fence Company (As shown on W-9)
DBA: Smith Fence (If applicable)
MAILING ADDRESS: 4699 110th Ave N (As shown on W-9)
CITY / STATE / ZIP: Clearwater FL 33762 (As shown on W-9)
VENDOR EMAIL: estimating@smithfence.com (Primary Company Email Address)
REMIT TO NAME: Smith Fence (As Shown on Vendor Invoice)
FEIN#: 59-1743161 (As shown on W-9)
PAYMENT TERMS: 0 % 0 DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ N/A

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: Gage B. Smith
PHONE NUMBER: 800-229-3362
~~FAX NUMBER:~~ Cell: 727-798-0672
EMAIL ADDRESS: gsmith@smithfence.com

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: 
PRINT NAME: Gage B. Smith
TITLE: V. President

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION D – VENDOR REFERENCES

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Smith Industries, Inc. dba Smith Fence Company
LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 45 1/2 years
BUSINESS ADDRESS: 4699 110th Ave N. Clearwater FL 33762
HOW LONG IN PRESENT LOCATION: 20 years
TELEPHONE NUMBER: 800-229-3362
FAX NUMBER: N/A
TOTAL NUMBER OF CURRENT EMPLOYEES: 90 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 11

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: <u>Kimmins Contracting</u>	COMPANY: <u>Bayco Contracting</u>
ADDRESS: <u>1501 E. 2nd Ave Tampa FL 33605</u>	ADDRESS: <u>235 W. Brandon Blvd Ste 194 Brandon FL 33511</u>
TELEPHONE/FAX: <u>813-579-1081</u>	TELEPHONE/FAX: <u>813-727-3804</u>
CONTACT: <u>Joe Williams</u>	CONTACT: <u>Bryan Hogue</u>
CONTACT EMAIL: <u>jwilliams@kimmins.com</u>	CONTACT EMAIL: <u>bryan@bay-co.net</u>
COMPANY EMAIL ADDRESS: <u>jwilliams@kimmins.com</u>	COMPANY EMAIL ADDRESS: <u>bryan@bay-co.net</u>
3.	4.
COMPANY: <u>RR Simmons</u>	COMPANY: <u>Barcelona Crane</u>
ADDRESS: <u>400 N. Ashley Drive Ste. 1650 Tampa FL 33602</u>	ADDRESS: <u>12850 34th St N. Clearwater FL 33762</u>
TELEPHONE/FAX: <u>813-632-5551</u>	TELEPHONE/FAX: <u>727-385-7272</u>
CONTACT: <u>Randy Simmons</u>	CONTACT: <u>Justin Steiner</u>
CONTACT EMAIL: <u>randysimmons@rrsimmons.com</u>	CONTACT EMAIL: <u>justin@barcelonaequipment.com</u>
COMPANY EMAIL ADDRESS: <u>randysimmons@rrsimmons.com</u>	COMPANY EMAIL ADDRESS: <u>justin@barcelonaequipment.com</u>

SECTION F – BID SUMMARY

SECTION F – BID SUMMARY

See Attachment Titled Section F Bid Submittal and Summary (Excel). Pricing must be submitted on Section F Bid Submittal and Summary.

DELIVERY 10 DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Smith Industries, Inc. dba Smith Fence Company

Company Name

SECTION F – BID SUMMARY

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
✓	Sign the Bidder Acceptance Form	3	X	
✓	Current Certificate(s) of Insurance	23	X	
✓	Complete the Vendor References Form	26	X	
✓	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	Attachment	X	
✓	ePayables Form	38	X	
✓	W-9	39	X	
✓	Sign the Addenda Acknowledgement Form (if applicable)	40	X	
✓	Appendix 1 – E-Verify Affidavit	42	X	
✓	Signed sample Agreement in acknowledgment and acceptance of County terms and conditions.	Attachment	X	

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes ☒ No ☐

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Smith Industries, Inc. dba Smith Fence Company

Signature



Printed Signature

Gage B. Smith

Phone Number

800.229.3362

Email

gsmith@smithfence.com

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Smith Industries, Inc. dba Smith Fence Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4699 110th Ave N

6 City, state, and ZIP code
Clearwater, FL 33762

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

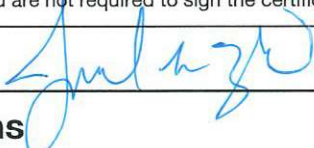
Employer identification number								
5	9	-	1	7	4	3	1	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
		11/21/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
No. 1	 , Gage B. Smith	11/22/22

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the OpenGov website, <https://secure.procurenow.com/portal/pinellasfl>, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. **23-0054-ITB-Services** for **Fencing, Gate Operators, and Handrails.**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

N/A

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that Smith Industries, Inc. dba Smith Fence Company [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Smith Industries, Inc. dba Smith Fence Company [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: [Signature]

Print Name: Gage B. Smith

Date: 11/21/22

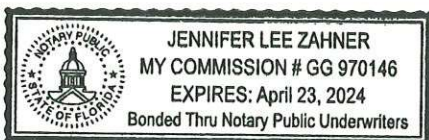
Federal Work Authorization User Identification No.: Company ID 1890035

Name of Pinellas County Contract and Contract No.: 21-0031-B-BW

STATE OF FLORIDA COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of 1) physical presence ☒ or 2) online notarization 11/21/22 (date) by Gage B. Smith (name of officer or agent, title of officer or agent) of Smith Industries, Inc. dba Smith Fence Company (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



Notary Public: [Signature]

Name typed, printed, or stamped: Jennifer Lee Zahner

My Commission Expires: 4.23.24

My Company Account

My Company Profile

Company Information

Company Name
Smith Industries, Inc.

Company ID
1890035

Employer Identification Number (EIN)
591743161

DUNS Number

NAICS Code
238

Subsector
Specialty Trade Contractors

[Edit Company Information](#)

Doing Business As (DBA) Name
Smith Fence Company

Enrollment Date
Sep 26, 2022

Unique Entity Identifier (UEI)

Total Number of Employees
20 to 99

Sector
Construction

Employer Category

Employer Category
None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address
4699 110th Ave N
Clearwater, FL 33762

Mailing Address
Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites
1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:
Verify Its Own Employees

Memorandum of Understanding
[View Current MOU](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

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

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

PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Sue Russell, CIC PHONE (A/C, No, Ext): (727) 391-9791 E-MAIL ADDRESS: certificatesstpete@stahlinsurance.com FAX (A/C, No): (727) 393-5623
INSURED Smith Industries, Inc., DBA: Smith Fence Company 4699 110th Ave N Clearwater FL 33762	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Co NAIC # 36940 INSURER B: Brierfield Insurance Co 10993 INSURER C: Great American Ins Co 16691 INSURER D: FCCI Insurance Company 10178 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2262361415

REVISION NUMBER:

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

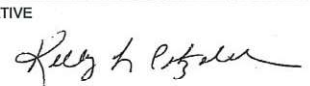
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab, XCU Included ☒ Severability of Interest GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ESG0056995	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENFRAI AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA100058299	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protect \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU0332743	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				
D	Installation Floater Leased/Rented Equipment			CM100058302	07/01/2022	07/01/2023	\$1,000 Ded \$1,000,000 \$1,000 Ded \$135,000

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

Any and all projects. With Pinellas County additionally insured for general liability

CERTIFICATE HOLDER

CANCELLATION

Pinellas County Board of County Commissioners 400 South Ft. Harrison Sixth Floor Clearwater FL 33756	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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Policy Number: 0830-30352

Date Entered: 10/10/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2022

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PRODUCER	WorkComp Partners 310 E Main Street Bartow, FL 33813	CONTACT NAME:	Steve Solomon	
		PHONE (A/C, No., Ext):	(813) 747-7490	FAX (A/C, No.):
		E-MAIL ADDRESS:	janet@workcomppartners.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A:	Bridgefield Employers Insurance Company	
INSURED	Smith Industries, Inc. dba Smith Fence Company and Smith Fence 4699 110th Avenue North Clearwater, FL 33762	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N ☐ Y					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of subrogation in favor of Pinellas County a Political Subdivision of the State of Florida

CERTIFICATE HOLDER

CANCELLATION

Pinellas County a Political Subdivision of the State of Florida 400 South Ft Harrison Ave. Clearwater, FL 33756	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Maria L. Wetherington</i> Maria L. Wetherington

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	PHONE (A/C, No, Ex): (813) 747-7490 FAX (A/C, No): () -
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	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: Bridgefield Employers Insurance Company of
INSURED Smith Industries, Inc. dba Smith Fence Company and Smith Fence 4699 110th Avenue North Clearwater, FL 33762	INSURER B:
	INSURER C:
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	INSURER E:
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
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	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	0830-30352	10/10/2022	10/10/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subrogation against Pinellas County shall be waived as respects Worker's Compensation and Employer's Liability Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Pinellas County c/o Ebix BPO PO Box 257, Ref #96-Z344271 Portland, MI 48875-0257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Maria L. Wetherington

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

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CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE Maria L Wetherington

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AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of Click or tap to enter a date. (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Smith Industries, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").
dba Smith Fence Company

WITNESSETH:

WHEREAS, the County requested proposals pursuant to ITB 23-0054-ITB-Services for Fencing, Gate Operators, and Handrails; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in ITB 23-0054-ITB-Services, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. **Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. **Services**

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Program Coordinator.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. **Term of Agreement**

- A. **Initial Term** - The term of this Agreement shall commence on
the Effective Date

and shall remain in full force and for 36-months, or until termination of the Agreement, whichever occurs first.

- B. **Term Extension**

The Parties may extend the term of this Agreement for one (1) additional twelve (12) period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

- C. **Price Adjustments**

AGREEMENT

Duration of the contract shall be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional 12-month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Producer Price Index (CPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at the time the extension request from the County, utilizing the available index at the time of the request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

AGREEMENT

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$_____, for Goods and Services completed and accepted herein, payable

[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]

in equal monthly payments of \$_____ beginning on the first day of the month commencing on_____, 202_____, upon submittal of an invoice as required herein.]

OR on a fixed-fee basis for the deliverables as set out in Exhibit_____, payable upon submittal of an invoice as required herein.]

OR at the following hourly rates (select appropriate box):

☐ the hourly rate of \$_____; or

☐ the hourly rates set out in Exhibit _____ attached hereto, upon submittal of an invoice as required herein.

OR (DESCRIBE PAYMENT TERMS)

D. **Travel Expenses** - (select appropriate box):

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

F. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in the Notices Section herein.

AGREEMENT

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the _____ or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to **[Proposer]** _____. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment** - :

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel

A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by

AGREEMENT

Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions

AGREEMENT

stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

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26. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

AGREEMENT

Email: mcchartier@pinellas.gov

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

29. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to

AGREEMENT

any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

31. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn:

34. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions..
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance

AGREEMENT

constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

38. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. ITB
- C. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

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41. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

Smith Industries, Inc. dba Smith Fence
Name of Firm Company

By

By:

Signature

Print Name

Title

Gage B. Smith

V. President

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

PINELLAS COUNTY GOVERNMENT, FLORIDA

Tabulation

Bid No.: 23-0054-ITB-Services

Bid Title: Fencing, Gate Operators, and Handrails

Date and Time: December 13, 2022, 3:00 pm

Vendor

SMITH FENCE CO	County Amount		2,540,868.20
	Co-op Amount		7,539,823.00
	Total Amount	\$	10,080,691.20

**Merry Celeste, CPPB
Division Director
Purchasing and Risk Management**

DATE: 12/15/2022

PROCUREMENT ANALYST: Tom Russell

SUBJECT: Recommendation of Bid Award

Bid No: 23-0054-ITB-Services

Bid Title: Fencing, Gate Operators, and Handrails

Pinellas County staff recommends award to Smith Industries Inc DBA

Smith Fence Company in the amount of \$2,540,868.20.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



BUSINESS ITEMS/PUBLIC HEARING 3.1

MiTek Annexation

Second Reading **Ordinance 1495-24. " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 9.98 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY DESCRIBED AS PARCEL NUMBER 23-26-21-0020-00200-0000 AND 23-26-21-0020-00200-0010 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1495-24 on the Second Reading

Issue:

Background:

Attachment(s):

1. Ordinance 1495-24 - MiTek Annexation Ordinance(31477650.1)
2. MiTek Annex Location
3. MiTek Annexation Attachments
4. Mitek Annex, FLUMA, Rezoning Staff Report

Fiscal Impact:

Staff Recommendation:

ORDINANCE NO. 1495-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 9.98 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY DESCRIBED AS PARCEL NUMBER 23-26-21-0020-00200-0000 AND 23-26-21-0020-00200-0010 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Mitek INC, owner of the lands hereinafter described in Section 1 below, and have requested and consented through a Petition for Annexation for approximately 9.98 acres of property (MOL) described in Section 1 below to be annexed into the boundaries of the City of Zephyrhills; and

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

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

WHEREAS, the City Council finds that the Ordinance number, heading, brief description of the area to be annexed and a map depicting where the lands are to be annexed are located was properly published and advertised as request by Florida Statutes; and

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

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

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

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

Parcel I.D. No. 23-26-21-0020-00200-0000 & 23-26-21-0020-00200-0010

Legal Description: TRACTS 2 AND 15, IN SECTION 23, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ZEPHYRHILLS COLONY COMPANY LANDS, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE NORTH 360 FEET OF THE EAST 360 FEET THEREOF.

&

THE NORTH 360 FEET OF THE EAST 360 FEET OF TRACTS 2 AND 15, IN SECTION 23, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ZEPHYRHILLS COLONY COMPANY LANDS, ACCORDING TO THE MAP OR PLAT

THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS
OF PASCO COUNTY, FLORIDA.

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

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to Section 177.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

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

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

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

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

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

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

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

The foregoing Ordinance No. 1495-24 was introduced, read, and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of October 2024.

Attest:

Ricardo Quinones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1495-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October 2024.

Attest:

Ricardo Quinones, Acting City Clerk

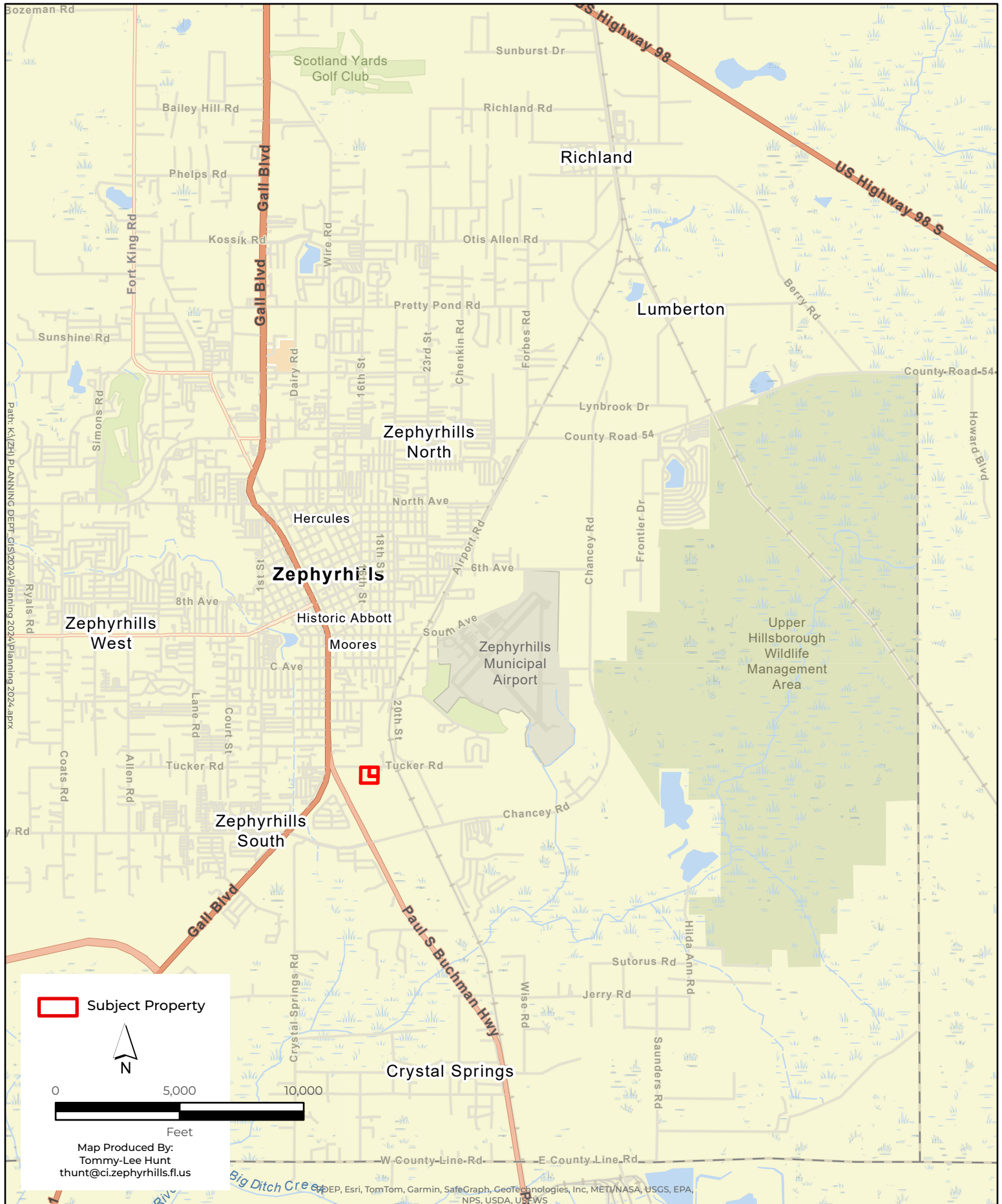
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1495-24 was approved by me this 28th day of October 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney



MiTek Annexation Location

Data Source:
City of Zephyrhills GIS

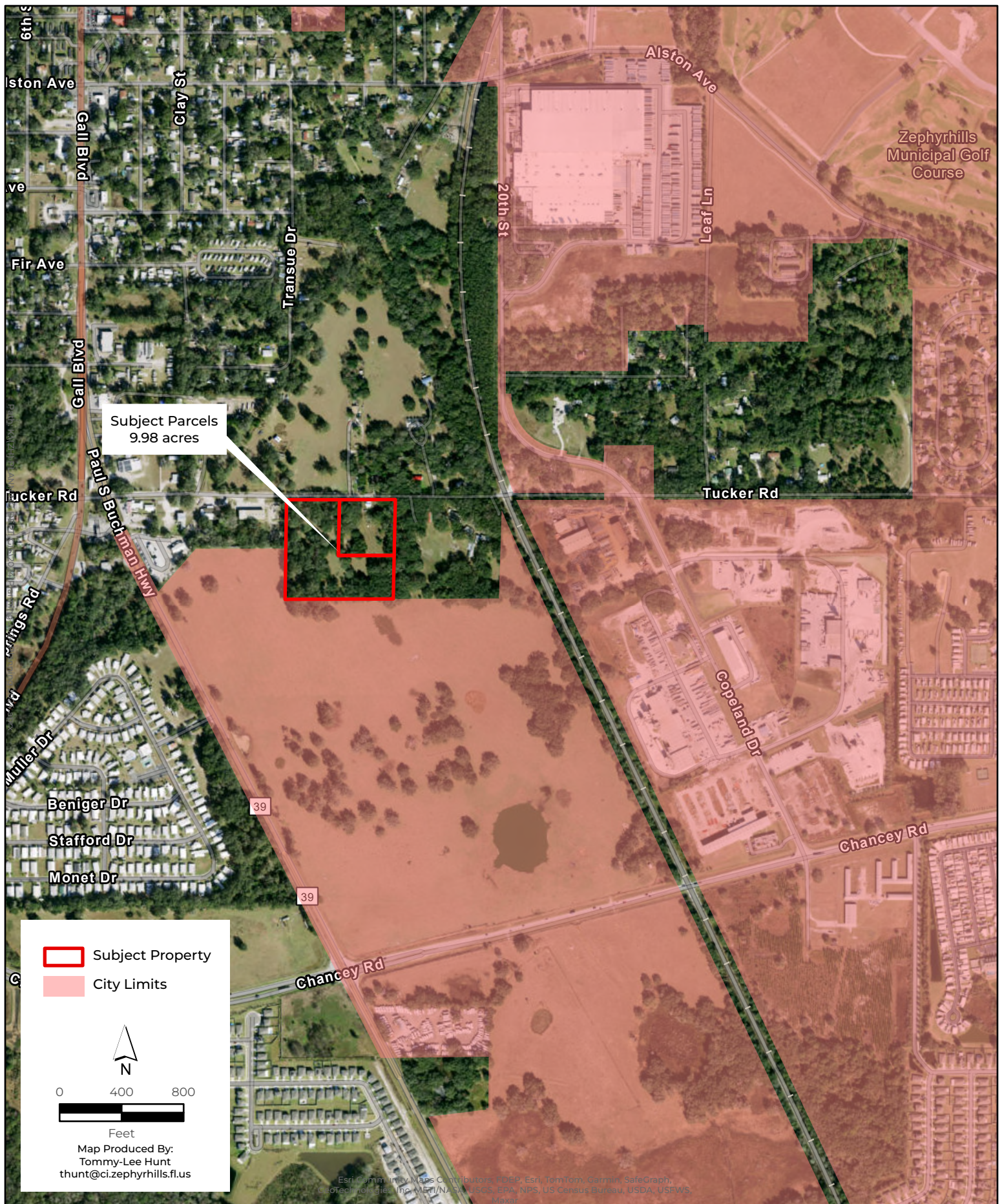
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

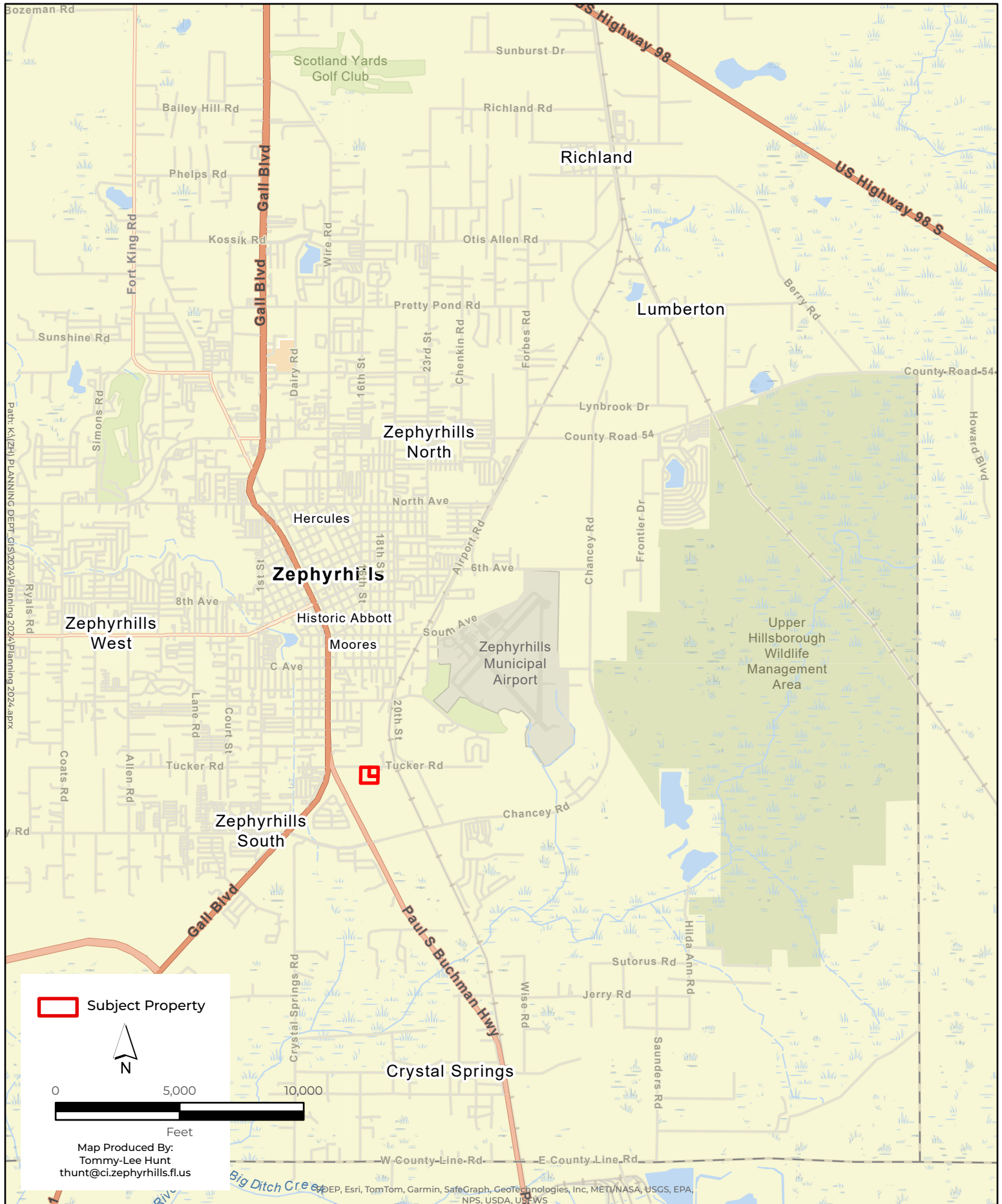
ANX 0023-24

August 2024

1in : 5,000ft

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MiTek Annexation Location

Data Source:
City of Zephyrhills GIS

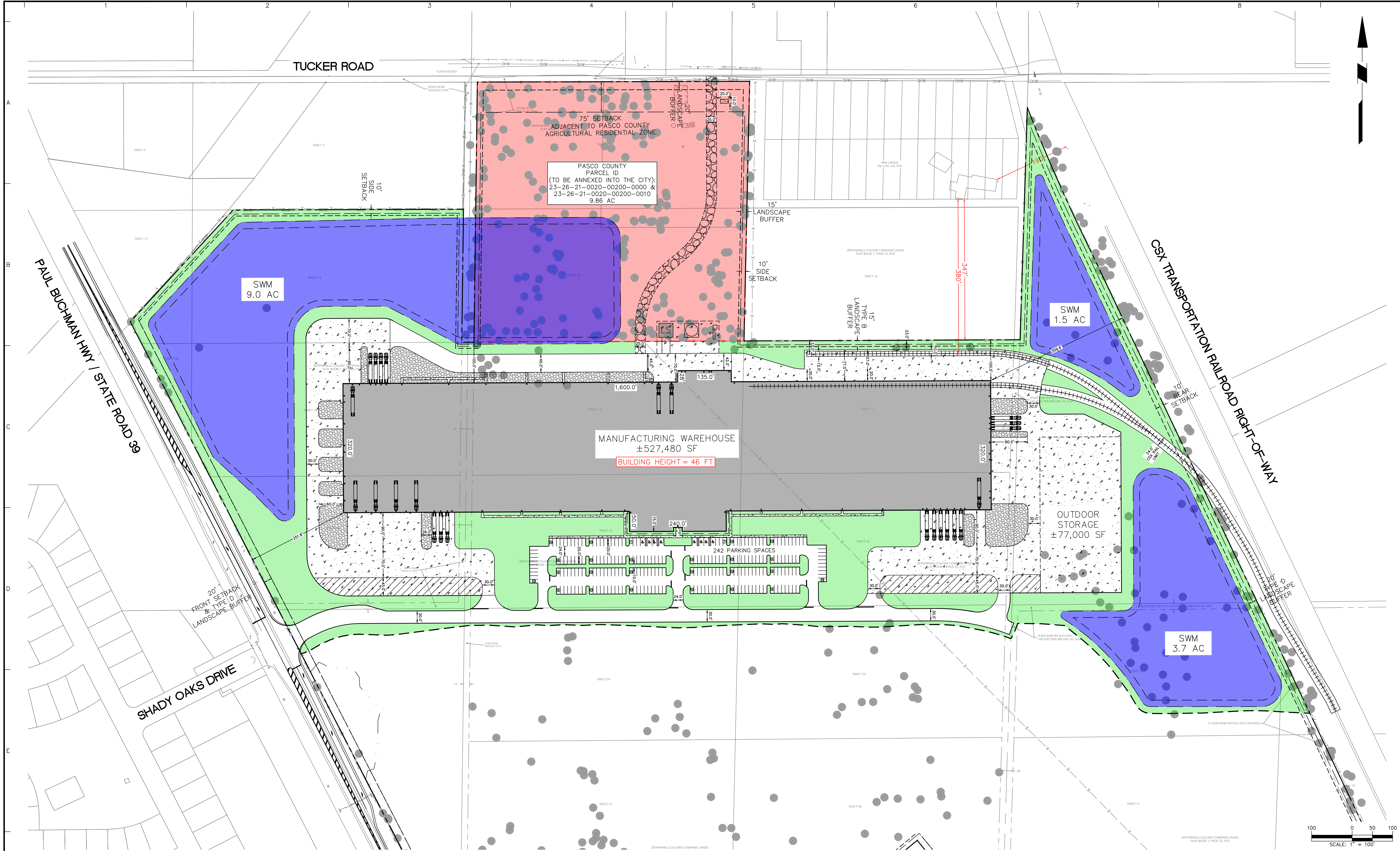
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

ANX 0023-24

August 2024

1in : 5,000ft

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NOTES:
1. BASEMAP AND BOUNDARY INFORMATION REFERENCED FROM A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY - PAUL BUCHMAN PARCEL", DATED 1 DECEMBER 2023, CONDUCTED BY COMPASS POINT SURVEYORS.

Date	Description	No.
Revisions		

SIGNATURE JOSEPH J. YANNUCCI, JR. DATE SIGNED
PROFESSIONAL ENGINEER FL Lic. No. 65969

LANGAN

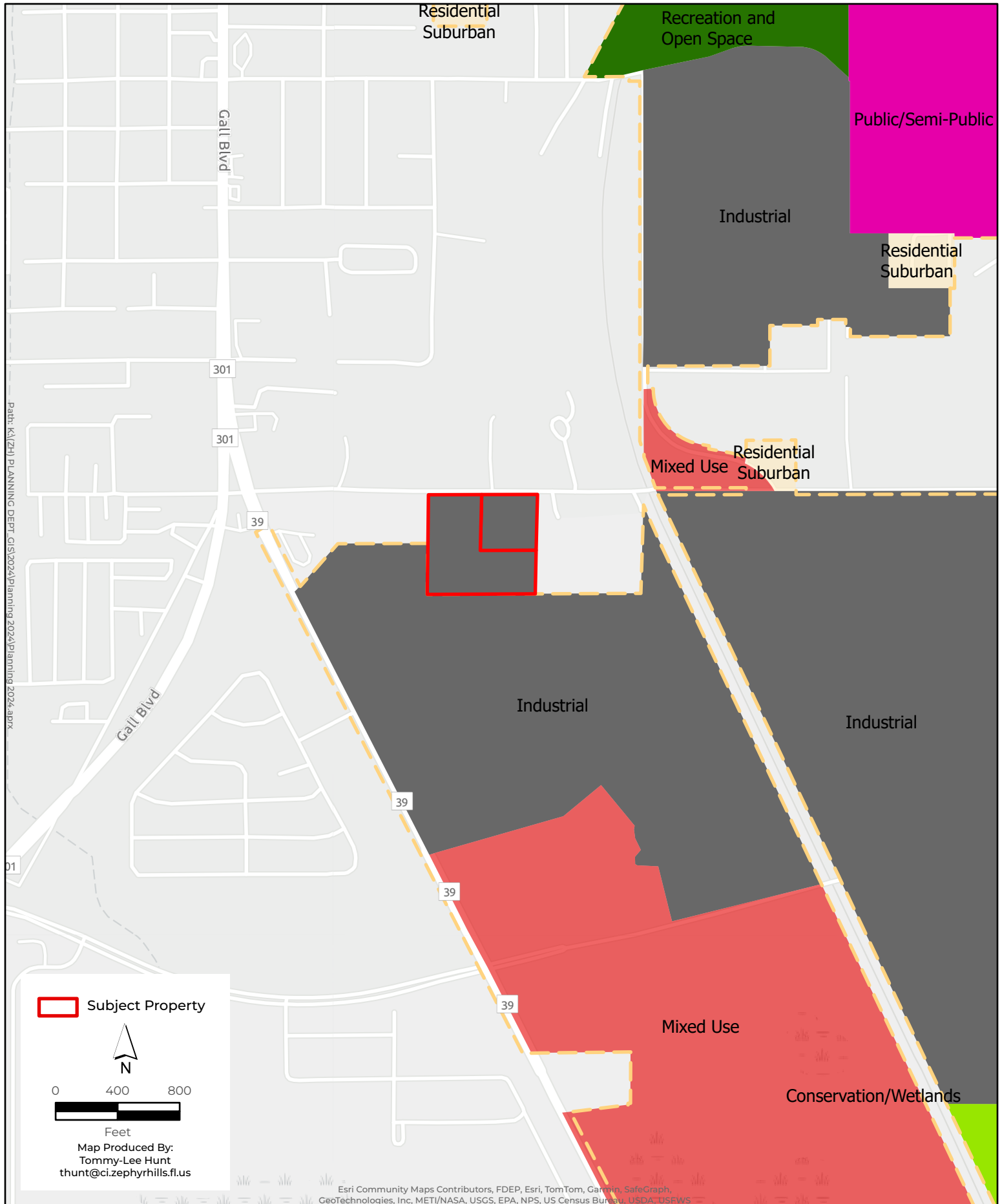
Langan Engineering and
Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FL CERTIFICATE OF AUTHORIZATION No. 0000660118172188198

Project
**MITEK
MANUFACTURING
WAREHOUSE**
ZEPHYRHILLS
FLORIDA

Drawing Title
**CONCEPT
PLAN**

Project No.
342027201
Date
26 JUNE 2024
Drawn By
CRB
Checked By
IJJ

Drawing No.
CP-01



Proposed Future Land Use

Data Source:
City of Zephyrhills GIS

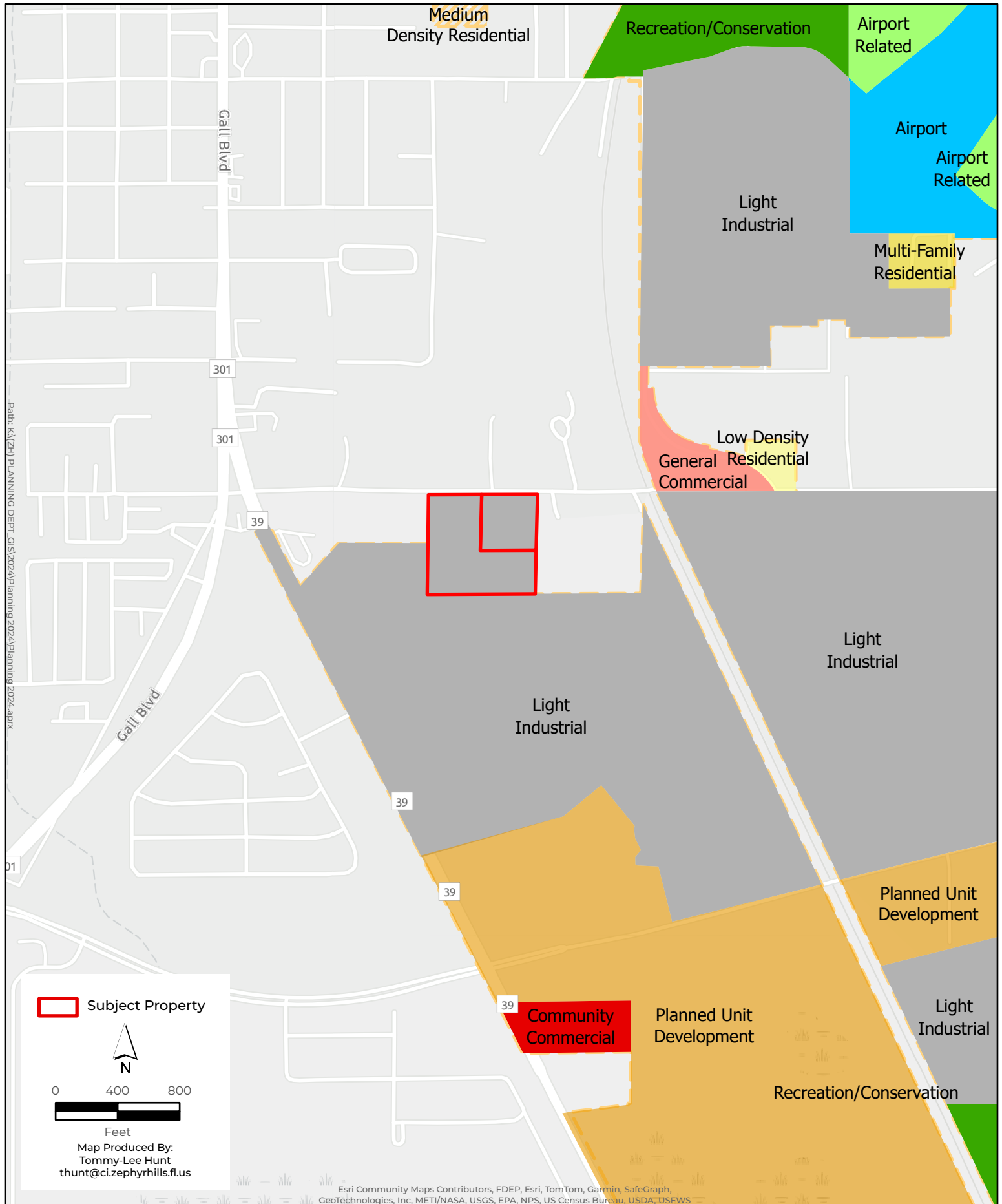
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

ANX 0023-24

August 2024

1in : 5,000ft

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Staff Report

Memorandum

To: Planning Commission

From: Tommy-Lee Hunt, GIS/Community Planner

RE: ANX 23-24 MiTek Annexation, Land Use Map Amendment, and Rezoning

Date: August 27th, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Christian Bassolino, Engineer on behalf of the Property Owner, MiTek, Inc. The subject site is 9.98 acres More or Less (MOL) and located on the southside of Tucker Road, immediately north of the MiTek property already within the City. See Figure 1 — Aerial Map and Figure 2 — Location Map.¹



Figure 1 — Aerial Map

City of Zephyrhills GIS

¹ 'Figures' contained herein are attached in original format.

ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY’S WATER SUPPLY IS: 3 MILLION GPD OR +/- 10 THOUSAND GPD AT PROJECT BUILD-OUT. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY.

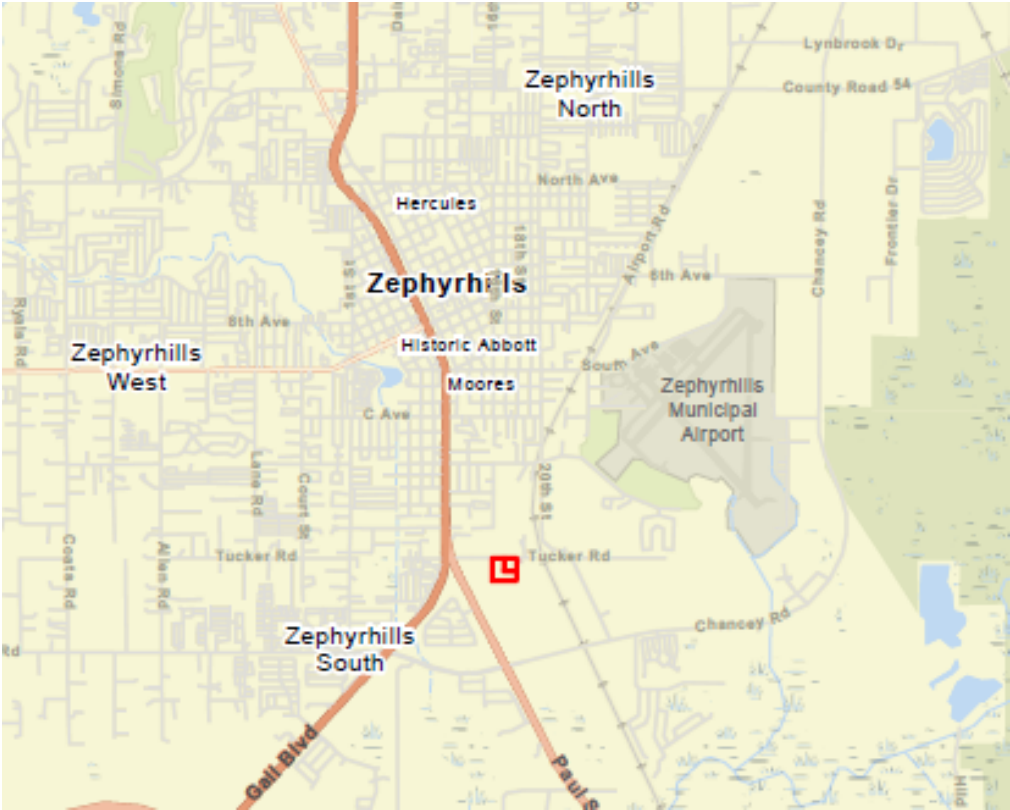


Figure 2 — Location Map City of Zephyrhills GIS

B. Site Information

<u>Applicant Owner:</u>	MiTek, Inc.
<u>Location:</u>	South side of Tucker Road, west of Pine Street
<u>Parcel ID Number(s):</u>	23-26-21-0020-00200-0000, 23-26-21-0020-00200-0010
<u>Acreage:</u>	9.98 Acres (MOL)
<u>Existing Land Use:</u>	Vacant and Residential
<u>Existing Future Land Use:</u>	County Industrial-Light
<u>Proposed Future Land Use:</u>	IN (Industrial)
<u>Existing Zoning:</u>	County AC
<u>Proposed Zoning:</u>	LI (Light Industrial)

II. DETAILED PROJECT DESCRIPTION

MiTek, Inc. is a construction technology company that fosters the adoption of offsite construction. The subject property is generally located south of Tucker Road in the southern portion of the City of Zephyrhills. The subject of this three-part application under review includes approximately 9.98 acres and stems from the applicant purchasing two tracts of land adjacent to their property already within the city limits. The subject property is square in shape and is bordered to the south and southwest by MiTek properties. The future manufacturing plant operation will be directly to the south and southeast of the subject property.

This application identifies Parcel ID Numbers 23-26-21-0020-00200-0000 and 23-26-21-0020-00200-0010; including the two individually addressed lots listed below within its boundary. 38822 and 38834 Tucker Road. Both properties fall under the second Parcel ID Number.

The Zephyrhills future land use map indicates the subject area to the south and east of the subject property as Industrial. The City Zoning Map assigns the Light Industrial zoning district to the surrounding areas of the subject property. The applicant proposes to annex these lots from unincorporated Pasco County into the City of Zephyrhills.

The general area of southeastern Zephyrhills contains a blend of Industrial, Mixed use and Residential uses. The County jurisdiction is generally approximately 3,000 feet MOL in depth from the north side of the subject property before reaching the existing city boundary of properties on the Eagle Ranch Drive cul-de-sac. The properties in this area contain Future Land Use Map Plan categories of Industrial, Mixed Use, Residential, and Recreation/Open Space within the Zephyrhills city boundary. The unincorporated county lands that abut the north side of the subject property are platted for large lot industrial and residential uses.

III. PROPOSED DEVELOPMENT

This applicant plans to use this annexed property as secondary access to their additional property to the south and southeast during the construction phase of their manufacturing plant. This manufacturing plant will be located on the larger two tracts of land, while the subject property being annexed is not slated for any structures, see Figure 3 — Site Concept.

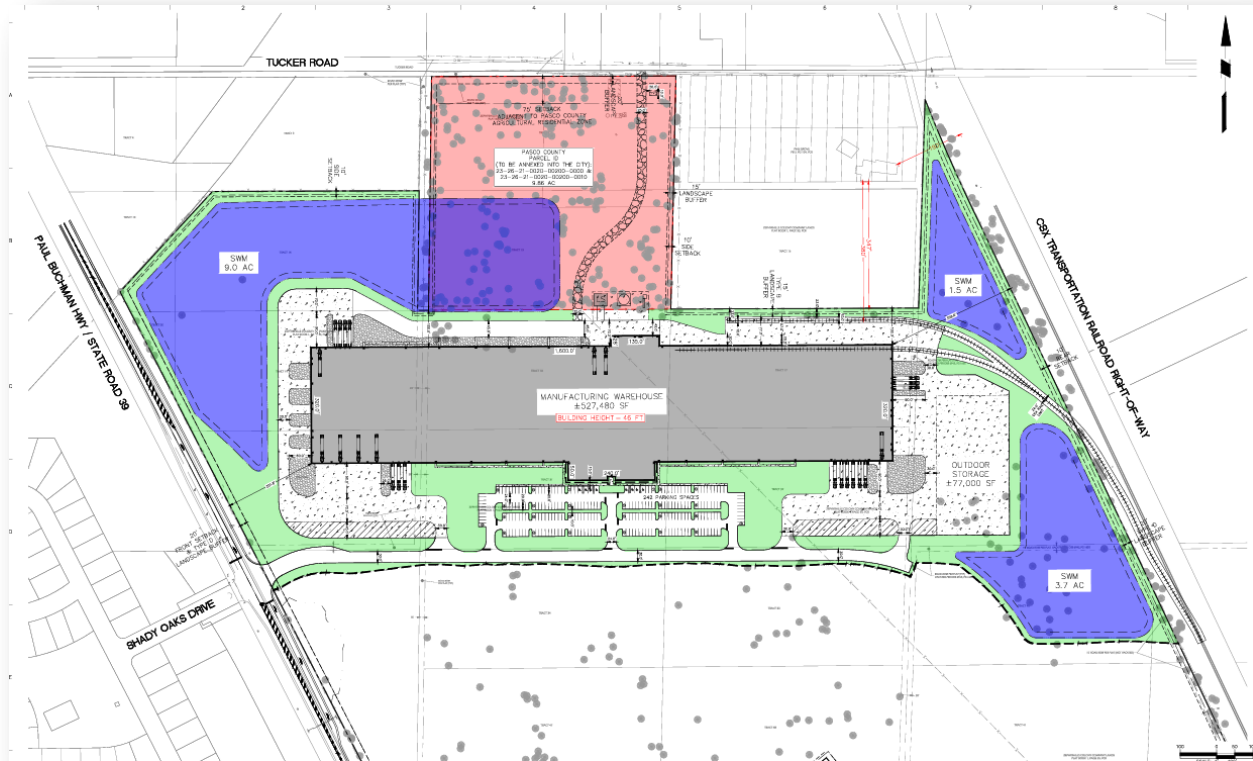


Figure 3 — Site Concept

Courtesy Langan Engineering Inc.

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

East – Agriculture and various residential uses.

West – Commercial and warehousing.

North – Vacant and residential.

South – Vacant, site of future manufacturing plant.

B. Compatibility Analysis/Annexation

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statutes, and compiles with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 — Proposed Properties Annexation Area Map):

State Statutes Chapter 171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.
2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any of the following standards:
 - a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
 - b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
 - c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.
3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
 - a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through sparsely developed area; or
 - b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area developed for urban purposes as defined in subsection (2).

Currently the subject property is surrounded on two sides (south and west) by MiTek properties that are already located within the city limits. Staff feels that an annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary. Furthermore, the proposal meets the guidelines as prescribed above.

Compatibility: The immediate area of south Zephyrhills includes lands that are privately owned tracts owned by both MiTek, Inc. and Gagne Trust. The Gagne owned lands are on the northwest and south sides of Chancey Road which is slated to provide mixed uses until the southern city limits and Paul Buchman Hwy on the westside.

The general area of this portion of the city includes existing industrial facilities and general businesses. To the east is the CSX Railroad that abuts to the southeastern MiTek property already in the City.

1. Future Land Use Map (FLUMA) Amendment

- a) The subject property (9.98 acres) qualifies as a small-scale plan amendment;
- b) The request is to change the subject property's future land use designation from County IL to Industrial and is consistent with the abutting properties, which are:
 - i. Industrial Light to the north (County)
 - ii. Industrial Light to the east (County)
 - iii. Industrial to the south
 - iv. Industrial & Industrial Light to the west
- c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- d) Utility capacity is available for the proposed petition. As indicated by the applicant and verified by Planning Staff "[John Bostic] ...
- e) Transportation:
 1. Subject property abuts Tucker Road, and a County ROW use permit will be required at the time of site plan review;
 2. The industrial development of the facility to the south is projected to have a maximum daily trip generation of 460 trips. The AM peak hour total trips is estimated to be 56 trips with the PM peak hour total being estimated at 51 trips.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential industrial element. See Figure 4 — Proposed FLU Map.

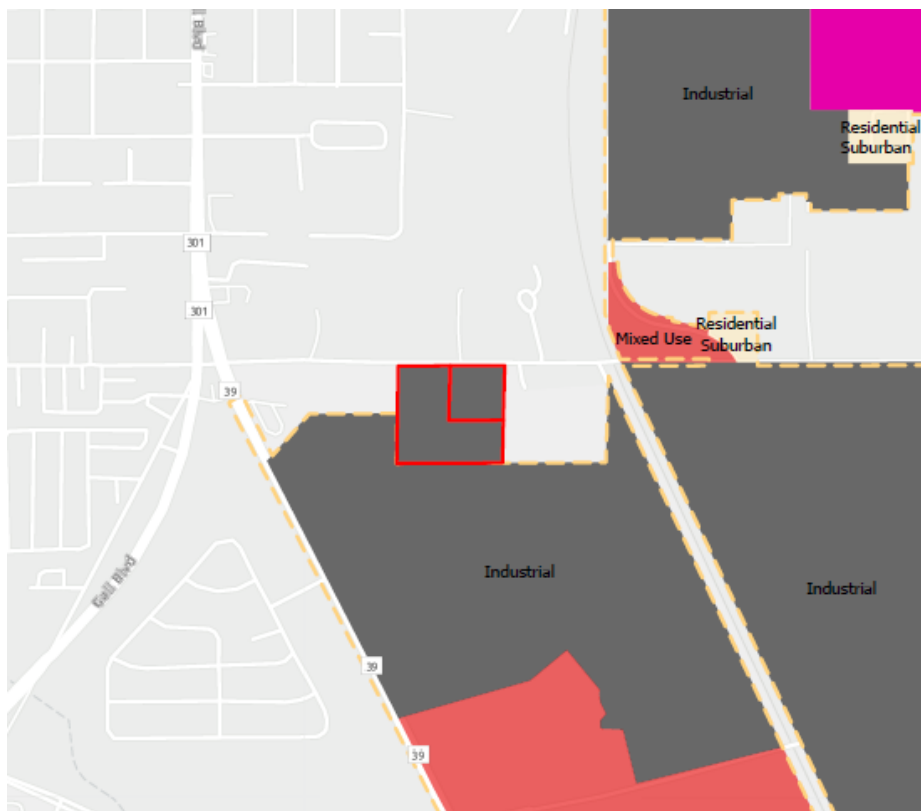


Figure 4 – Proposed FLU Map

City of Zephyrhills GIS

2. Rezoning

- a) The request is to change the subject property's zoning classification from County AC to LI;
- b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
 - i. I1 and AR to the north (County)
 - ii. AC to the east (County)
 - iii. LI to the south
 - iv. C2 (County) and LI to the west;
- c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for industrially zoned properties becomes greater. The rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning, while providing for employment opportunities and increased tax base. See Figure 5 — Proposed Zoning Map.



Figure 5 — Proposed Zoning Map

City of Zephyrhills GIS

C. Natural & Historic Resources Analysis

The following site characteristics are provided (An Environmental Resources Report produced by Modica & Associates (M&A) dated June 2024 has been submitted by the applicant and is available upon request):

1. Soil Types – Moderately well drained soil (Tavares Sand, Zero to 5 percent). See M&A report.
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – Per the M&A report, there are no wetlands on the subject annexation property, but one wetland system and one surface water body on the additional properties owned by MiTek to the south.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural resources – There appears to be several potential qualifying habitat areas including but not limited to gopher tortoises. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT OIN THE CITY’S WATER SUPPLY IS 3 MILLION GALLONS PER YEAR. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY.
SEWER	Anticipated minimal impact according to the Utilities Department.
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for the use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study as the subject site to be annexed will not contain any vehicular traffic. A traffic study will be required at the site development stage for the entire project.
SCHOOL	Industrial impacts on the school system are typically negligible.

E. Comp Plan & LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Plan Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

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

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

The proposed MiTek Inc. development shall meet this goal as it refers to the considerations and requirements of the Land Development Code for the adjoining residential lots to the north.

LAND DEVELOPMENT REGULATIONS

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

It is Planning Staffs' understanding that approval for the requests contained herein will not overburden the demand for public services, please direct specific questions regarding water usage to the Utilities Department. However, the planned improvements are expected to experience an increase in ad valorem property taxes. The proposal should, under Staff's understanding, represent no gross or net taxation on the services offered by the City. Further, this expansion will potentially serve additional residents with employment. It will not create urban sprawl as it is considered an infill light industrial project located in a community with varied development pattern.

POLICY

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

- a. regulate the subdivision of land;
- b. regulate signage;
- c. provide for drainage and storm water management;
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- g. protect the limited amount of wetlands and other environmentally sensitive natural resources;
- h. protect the potable well fields by designating appropriate activities and land uses
- i. within well-head protection areas and environmentally sensitive land;
- j. provision of mixed land use designations...
- k. discourage the proliferation of urban sprawl.

The proposed MiTek Inc. project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agencies for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations

as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance.

URBAN SUPPORT CLASSIFICATION

Industrial (IN)

The purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

Use Characteristics: Those uses appropriate to and consistent with this category include:

Primary Uses: Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse;

Secondary Uses: Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.

Locational Characteristics: This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.

Buffering: An appropriate buffer as determined by the Zephyrhills Land Development Code and verified by Staff shall be provided in and between the IN designated land and adjoining Commercial designated land.

Zoning Compatibility: The following zoning districts are compatible with the IN land use category: LI – Light Industrial PUD – Planned Development.

According to the City of Zephyrhills, Sec. 7.06.04.01. - Landscape buffering and screening, Types B and D buffers shall be installed. Type B buffer includes a 15-foot wide buffer planted with a single row of shade trees having a maximum spacing of 50 feet on center. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided with this buffer. The screen may include an opaque fence, wall, hedge, berm or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five feet on center. A Type D buffer includes a minimum ten-foot wide buffer with shade trees planted having a maximum spacing of 50 feet on center. The remainder of the buffer shall be landscaped with shrubs, at a minimum rate of five shrubs per tree or palms, ground cover and sod.

According to Section 7.07.06 (C), a fence, wall or hedge of a height not exceeding eight (8) feet may be permitted provided that the clear sight triangle is maintained, and in Section 7.07.06 (D), for security purposes, fences in C3, LI, AP1, and AP2 may be topped with barbed wire of not more than three strands, provided the lowest strand is not less than six and one-half feet above grade. (Please note this section of the LDC refers to property perimeter boundaries and does not prohibit a property owner from installing said appurtenances within or inside the property).

OBJECTIVE

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

The proposed MiTek Inc. project shall be compatible with the surrounding area and shall not interfere with the integrity of the areas established neighborhoods or quality of life for current residents. Landscaping and buffering/berming shall address all necessary issues stemming from the expansion, see response to Policy LU-1-2-3-4, below.

POLICY

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

The proposed development of the subject property shall be in compliance with the City's Land Development Code. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the north that will be remaining in unincorporated Pasco County.

The subject site is surrounded on all sides with an Industrial future land use category and well-established Light Industrial zoned property on two sides. Staff considers it to be compatible with the surrounding Industrial land use categories, surrounding Light Industrial zoning district sites, and the established development pattern of the area, as well as the city's adopted Industrial Corridor Master Plan. The applicant/developer shall provide adequate screening and buffering to adjacent properties. A landscape/buffering plan that demonstrates compliance with all applicable sections of the City's LDC, and is designed in sympathy, to the greatest reasonable extent possible, with the adjacent residents' concerns shall be presented to the City for review and approval.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

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

The subject property lies outside the historical district and there are no historical structures or archaeological areas identified within the boundaries of the subject property.

NATURAL RESOURCES

OBJECTIVE

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

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

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

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

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

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

The owner and its contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the MiTek Inc. project. The Environmental Resource Report provided by the applicant provides details on findings such as gopher tortoises and wood stork nesting sites. Further research/review and possible mitigation/relocation shall be required at the time of site plan review and approval, and prior to commencement of construction.

V. RECOMMENDATION

Site Plan Review Committee — The SPRC recommended approval of the Annexation, Rezoning, and Future Land Use Map Amendment at its regularly scheduled meeting on July 16, 2024. The SPRC moved the request forward to the Planning Commission

Planning Commission — The Planning Commission recommended approval of the Annexation, Rezoning, and Future Land Use Map Amendment at its scheduled meeting on August 27, 2024. The request was moved forward to City Council.

Staff — Staff recommends approval of this petition to City Council.

BUSINESS ITEMS/PUBLIC HEARING 3.2

MiTek Future Land Use Map Amendment and Rezoning

Second Reading **Ordinance 1496-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 9.98 ACRES OF REAL PROPERTY LOCATED SOUTH OF TUCKER ROAD, WEST OF PINE STREET AND NORTH OF THE ZEPHYRHILLS MUNICIPAL BOUNDARY AND HAVING PARCEL ID# 23-26-21-0020-00200-0010 AND 23-26-21-0020-00200-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1496-24 on the Second Reading

Issue:

Background:

Attachment(s):

1. Mitek Annex, FLUMA, Rezoning Staff Report
2. Ordinance 1496-24 MiTek Future Land Use Map Amendment (FLUMA) and Re(31477977.1)
3. MiTek Annexation Attachments
4. Mitek Annex Aerial

Fiscal Impact:

Staff Recommendation:

Staff Report

Memorandum

To: Planning Commission

From: Tommy-Lee Hunt, GIS/Community Planner

RE: ANX 23-24 MiTek Annexation, Land Use Map Amendment, and Rezoning

Date: August 27th, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Christian Bassolino, Engineer on behalf of the Property Owner, MiTek, Inc. The subject site is 9.98 acres More or Less (MOL) and located on the southside of Tucker Road, immediately north of the MiTek property already within the City. See Figure 1 — Aerial Map and Figure 2 — Location Map.¹



Figure 1 — Aerial Map

City of Zephyrhills GIS

¹ 'Figures' contained herein are attached in original format.

ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY’S WATER SUPPLY IS: 3 MILLION GPD OR +/- 10 THOUSAND GPD AT PROJECT BUILD-OUT. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY.

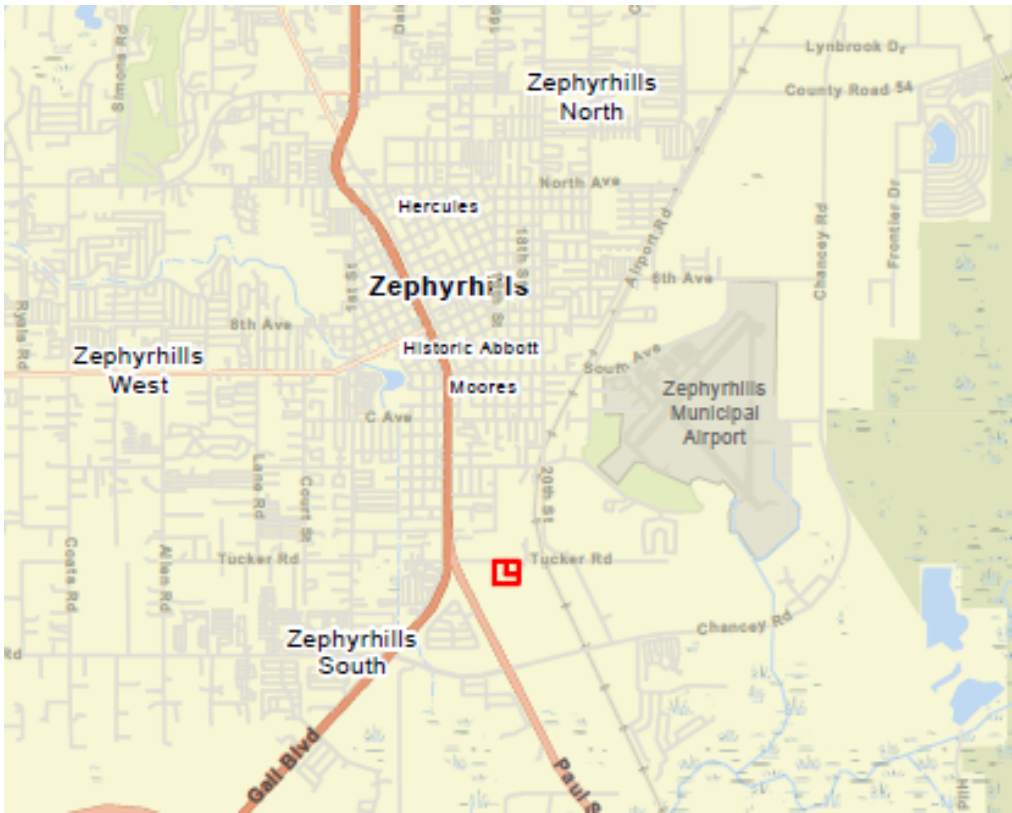


Figure 2 — Location Map City of Zephyrhills GIS

B. Site Information

<u>Applicant Owner:</u>	MiTek, Inc.
<u>Location:</u>	South side of Tucker Road, west of Pine Street
<u>Parcel ID Number(s):</u>	23-26-21-0020-00200-0000, 23-26-21-0020-00200-0010
<u>Acreage:</u>	9.98 Acres (MOL)
<u>Existing Land Use:</u>	Vacant and Residential
<u>Existing Future Land Use:</u>	County Industrial-Light
<u>Proposed Future Land Use:</u>	IN (Industrial)
<u>Existing Zoning:</u>	County AC
<u>Proposed Zoning:</u>	LI (Light Industrial)

II. DETAILED PROJECT DESCRIPTION

MiTek, Inc. is a construction technology company that fosters the adoption of offsite construction. The subject property is generally located south of Tucker Road in the southern portion of the City of Zephyrhills. The subject of this three-part application under review includes approximately 9.98 acres and stems from the applicant purchasing two tracts of land adjacent to their property already within the city limits. The subject property is square in shape and is bordered to the south and southwest by MiTek properties. The future manufacturing plant operation will be directly to the south and southeast of the subject property.

This application identifies Parcel ID Numbers 23-26-21-0020-00200-0000 and 23-26-21-0020-00200-0010; including the two individually addressed lots listed below within its boundary. 38822 and 38834 Tucker Road. Both properties fall under the second Parcel ID Number.

The Zephyrhills future land use map indicates the subject area to the south and east of the subject property as Industrial. The City Zoning Map assigns the Light Industrial zoning district to the surrounding areas of the subject property. The applicant proposes to annex these lots from unincorporated Pasco County into the City of Zephyrhills.

The general area of southeastern Zephyrhills contains a blend of Industrial, Mixed use and Residential uses. The County jurisdiction is generally approximately 3,000 feet MOL in depth from the north side of the subject property before reaching the existing city boundary of properties on the Eagle Ranch Drive cul-de-sac. The properties in this area contain Future Land Use Map Plan categories of Industrial, Mixed Use, Residential, and Recreation/Open Space within the Zephyrhills city boundary. The unincorporated county lands that abut the north side of the subject property are platted for large lot industrial and residential uses.

III. PROPOSED DEVELOPMENT

This applicant plans to use this annexed property as secondary access to their additional property to the south and southeast during the construction phase of their manufacturing plant. This manufacturing plant will be located on the larger two tracts of land, while the subject property being annexed is not slated for any structures, see Figure 3 — Site Concept.

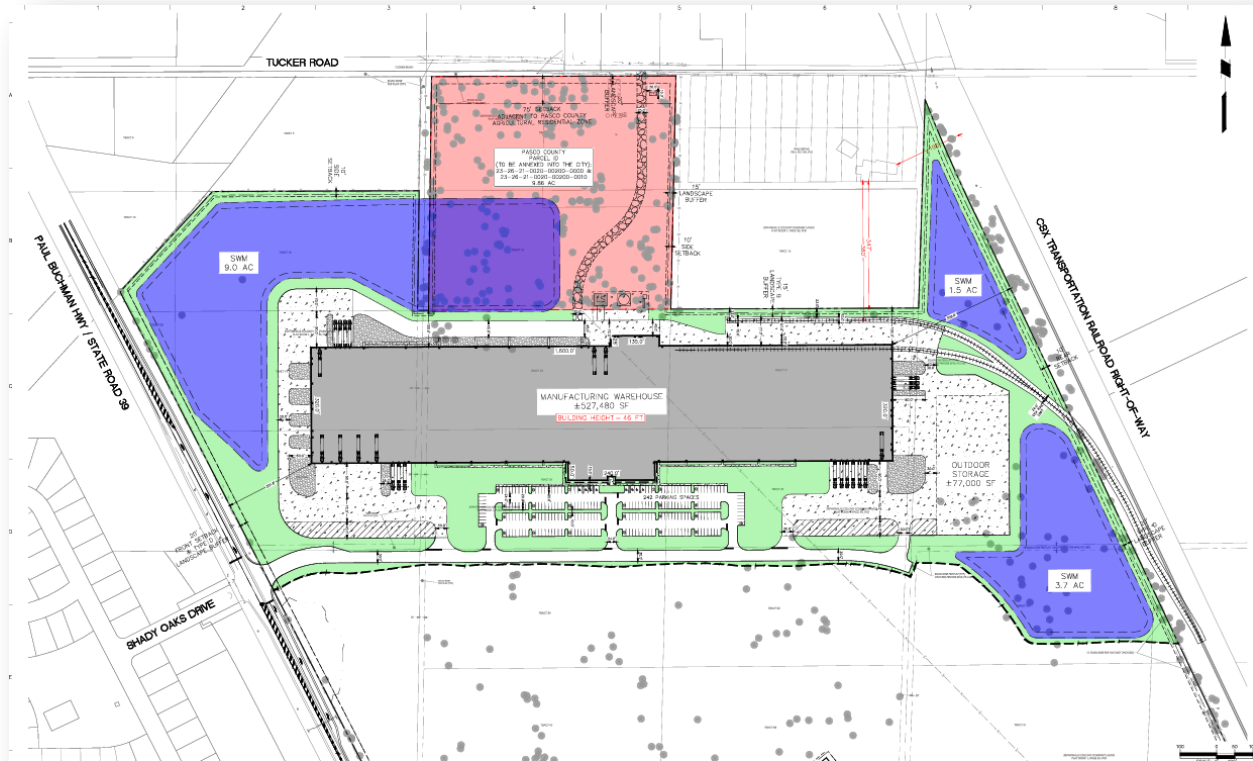


Figure 3 — Site Concept

Courtesy Langan Engineering Inc.

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

East – Agriculture and various residential uses.

West – Commercial and warehousing.

North – Vacant and residential.

South – Vacant, site of future manufacturing plant.

B. Compatibility Analysis/Annexation

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statutes, and compiles with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 — Proposed Properties Annexation Area Map):

State Statutes Chapter 171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.
2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any of the following standards:
 - a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
 - b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
 - c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.
3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
 - a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through sparsely developed area; or
 - b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area developed for urban purposes as defined in subsection (2).

Currently the subject property is surrounded on two sides (south and west) by MiTek properties that are already located within the city limits. Staff feels that an annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary. Furthermore, the proposal meets the guidelines as prescribed above.

Compatibility: The immediate area of south Zephyrhills includes lands that are privately owned tracts owned by both MiTek, Inc. and Gagne Trust. The Gagne owned lands are on the northwest and south sides of Chancey Road which is slated to provide mixed uses until the southern city limits and Paul Buchman Hwy on the westside.

The general area of this portion of the city includes existing industrial facilities and general businesses. To the east is the CSX Railroad that abuts to the southeastern MiTek property already in the City.

1. Future Land Use Map (FLUMA) Amendment

- a) The subject property (9.98 acres) qualifies as a small-scale plan amendment;
- b) The request is to change the subject property's future land use designation from County IL to Industrial and is consistent with the abutting properties, which are:
 - i. Industrial Light to the north (County)
 - ii. Industrial Light to the east (County)
 - iii. Industrial to the south
 - iv. Industrial & Industrial Light to the west
- c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- d) Utility capacity is available for the proposed petition. As indicated by the applicant and verified by Planning Staff "[John Bostic] ...
- e) Transportation:
 1. Subject property abuts Tucker Road, and a County ROW use permit will be required at the time of site plan review;
 2. The industrial development of the facility to the south is projected to have a maximum daily trip generation of 460 trips. The AM peak hour total trips is estimated to be 56 trips with the PM peak hour total being estimated at 51 trips.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential industrial element. See Figure 4 — Proposed FLU Map.

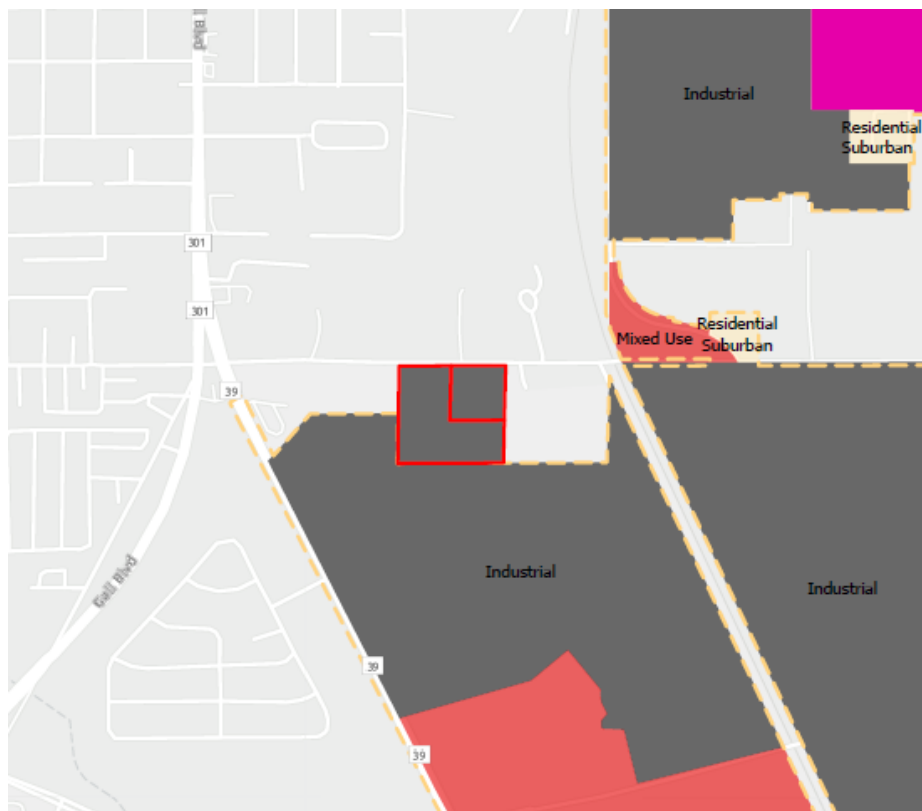


Figure 4 – Proposed FLU Map

City of Zephyrhills GIS

2. Rezoning

- a) The request is to change the subject property's zoning classification from County AC to LI;
- b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
 - i. I1 and AR to the north (County)
 - ii. AC to the east (County)
 - iii. LI to the south
 - iv. C2 (County) and LI to the west;
- c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for industrially zoned properties becomes greater. The rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning, while providing for employment opportunities and increased tax base. See Figure 5 — Proposed Zoning Map.



Figure 5 — Proposed Zoning Map

City of Zephyrhills GIS

C. Natural & Historic Resources Analysis

The following site characteristics are provided (An Environmental Resources Report produced by Modica & Associates (M&A) dated June 2024 has been submitted by the applicant and is available upon request):

1. Soil Types – Moderately well drained soil (Tavares Sand, Zero to 5 percent). See M&A report.
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – Per the M&A report, there are no wetlands on the subject annexation property, but one wetland system and one surface water body on the additional properties owned by MiTek to the south.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural resources – There appears to be several potential qualifying habitat areas including but not limited to gopher tortoises. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT OIN THE CITY’S WATER SUPPLY IS 3 MILLION GALLONS PER YEAR. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY.
SEWER	Anticipated minimal impact according to the Utilities Department.
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for the use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study as the subject site to be annexed will not contain any vehicular traffic. A traffic study will be required at the site development stage for the entire project.
SCHOOL	Industrial impacts on the school system are typically negligible.

E. Comp Plan & LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Plan Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

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

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

The proposed MiTek Inc. development shall meet this goal as it refers to the considerations and requirements of the Land Development Code for the adjoining residential lots to the north.

LAND DEVELOPMENT REGULATIONS

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

It is Planning Staffs' understanding that approval for the requests contained herein will not overburden the demand for public services, please direct specific questions regarding water usage to the Utilities Department. However, the planned improvements are expected to experience an increase in ad valorem property taxes. The proposal should, under Staff's understanding, represent no gross or net taxation on the services offered by the City. Further, this expansion will potentially serve additional residents with employment. It will not create urban sprawl as it is considered an infill light industrial project located in a community with varied development pattern.

POLICY

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

- a. regulate the subdivision of land;
- b. regulate signage;
- c. provide for drainage and storm water management;
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- g. protect the limited amount of wetlands and other environmentally sensitive natural resources;
- h. protect the potable well fields by designating appropriate activities and land uses
- i. within well-head protection areas and environmentally sensitive land;
- j. provision of mixed land use designations...
- k. discourage the proliferation of urban sprawl.

The proposed MiTek Inc. project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agencies for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations

as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance.

URBAN SUPPORT CLASSIFICATION

Industrial (IN)

The purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

Use Characteristics: Those uses appropriate to and consistent with this category include:

Primary Uses: Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse;

Secondary Uses: Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.

Locational Characteristics: This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.

Buffering: An appropriate buffer as determined by the Zephyrhills Land Development Code and verified by Staff shall be provided in and between the IN designated land and adjoining Commercial designated land.

Zoning Compatibility: The following zoning districts are compatible with the IN land use category: LI – Light Industrial PUD – Planned Development.

According to the City of Zephyrhills, Sec. 7.06.04.01. - Landscape buffering and screening, Types B and D buffers shall be installed. Type B buffer includes a 15-foot wide buffer planted with a single row of shade trees having a maximum spacing of 50 feet on center. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided with this buffer. The screen may include an opaque fence, wall, hedge, berm or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five feet on center. A Type D buffer includes a minimum ten-foot wide buffer with shade trees planted having a maximum spacing of 50 feet on center. The remainder of the buffer shall be landscaped with shrubs, at a minimum rate of five shrubs per tree or palms, ground cover and sod.

According to Section 7.07.06 (C), a fence, wall or hedge of a height not exceeding eight (8) feet may be permitted provided that the clear sight triangle is maintained, and in Section 7.07.06 (D), for security purposes, fences in C3, LI, AP1, and AP2 may be topped with barbed wire of not more than three strands, provided the lowest strand is not less than six and one-half feet above grade. (Please note this section of the LDC refers to property perimeter boundaries and does not prohibit a property owner from installing said appurtenances within or inside the property).

OBJECTIVE

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

The proposed MiTek Inc. project shall be compatible with the surrounding area and shall not interfere with the integrity of the areas established neighborhoods or quality of life for current residents. Landscaping and buffering/berming shall address all necessary issues stemming from the expansion, see response to Policy LU-1-2-3-4, below.

POLICY

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

The proposed development of the subject property shall be in compliance with the City's Land Development Code. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the north that will be remaining in unincorporated Pasco County.

The subject site is surrounded on all sides with an Industrial future land use category and well-established Light Industrial zoned property on two sides. Staff considers it to be compatible with the surrounding Industrial land use categories, surrounding Light Industrial zoning district sites, and the established development pattern of the area, as well as the city's adopted Industrial Corridor Master Plan. The applicant/developer shall provide adequate screening and buffering to adjacent properties. A landscape/buffering plan that demonstrates compliance with all applicable sections of the City's LDC, and is designed in sympathy, to the greatest reasonable extent possible, with the adjacent residents' concerns shall be presented to the City for review and approval.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

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

The subject property lies outside the historical district and there are no historical structures or archaeological areas identified within the boundaries of the subject property.

NATURAL RESOURCES

OBJECTIVE

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

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

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

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

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

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

The owner and its contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the MiTek Inc. project. The Environmental Resource Report provided by the applicant provides details on findings such as gopher tortoises and wood stork nesting sites. Further research/review and possible mitigation/relocation shall be required at the time of site plan review and approval, and prior to commencement of construction.

V. RECOMMENDATION

Site Plan Review Committee — The SPRC recommended approval of the Annexation, Rezoning, and Future Land Use Map Amendment at its regularly scheduled meeting on July 16, 2024. The SPRC moved the request forward to the Planning Commission

Planning Commission — The Planning Commission recommended approval of the Annexation, Rezoning, and Future Land Use Map Amendment at its scheduled meeting on August 27, 2024. The request was moved forward to City Council.

Staff — Staff recommends approval of this petition to City Council.

ORDINANCE NO. 1496-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 9.98 ACRES OF REAL PROPERTY LOCATED SOUTH OF TUCKER ROAD, WEST OF PINE STREET AND NORTH OF THE ZEPHYRHILLS MUNICIPAL BOUNDARY AND HAVING PARCEL ID# 23-26-21-0020-00200-0010 AND 23-26-21-0020-00200-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Zephyrhills Planning Commission has reviewed the proposed amendment and has recommended approval by the City Council; and

WHEREAS, the Local Planning Agency, on August 27, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

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

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

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

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

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

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

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

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

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

Parcel I.D. No. 23-26-21-0020-00200-0000 & 23-26-21-0020-00200-0010

Legal Description: TRACTS 2 AND 15, IN SECTION 23, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ZEPHYRHILLS COLONY COMPANY LANDS, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS THE NORTH 360 FEET OF THE EAST 360 FEET THEREOF.

&

THE NORTH 360 FEET OF THE EAST 360 FEET OF TRACTS 2 AND 15, IN SECTION 23, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ZEPHYRHILLS COLONY COMPANY LANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

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

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

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

Section 6. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1496-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of October 2024.

Attest:

Ricardo Quinones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1496-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October 2024.

Attest:

Ricardo Quinones, Acting City Clerk

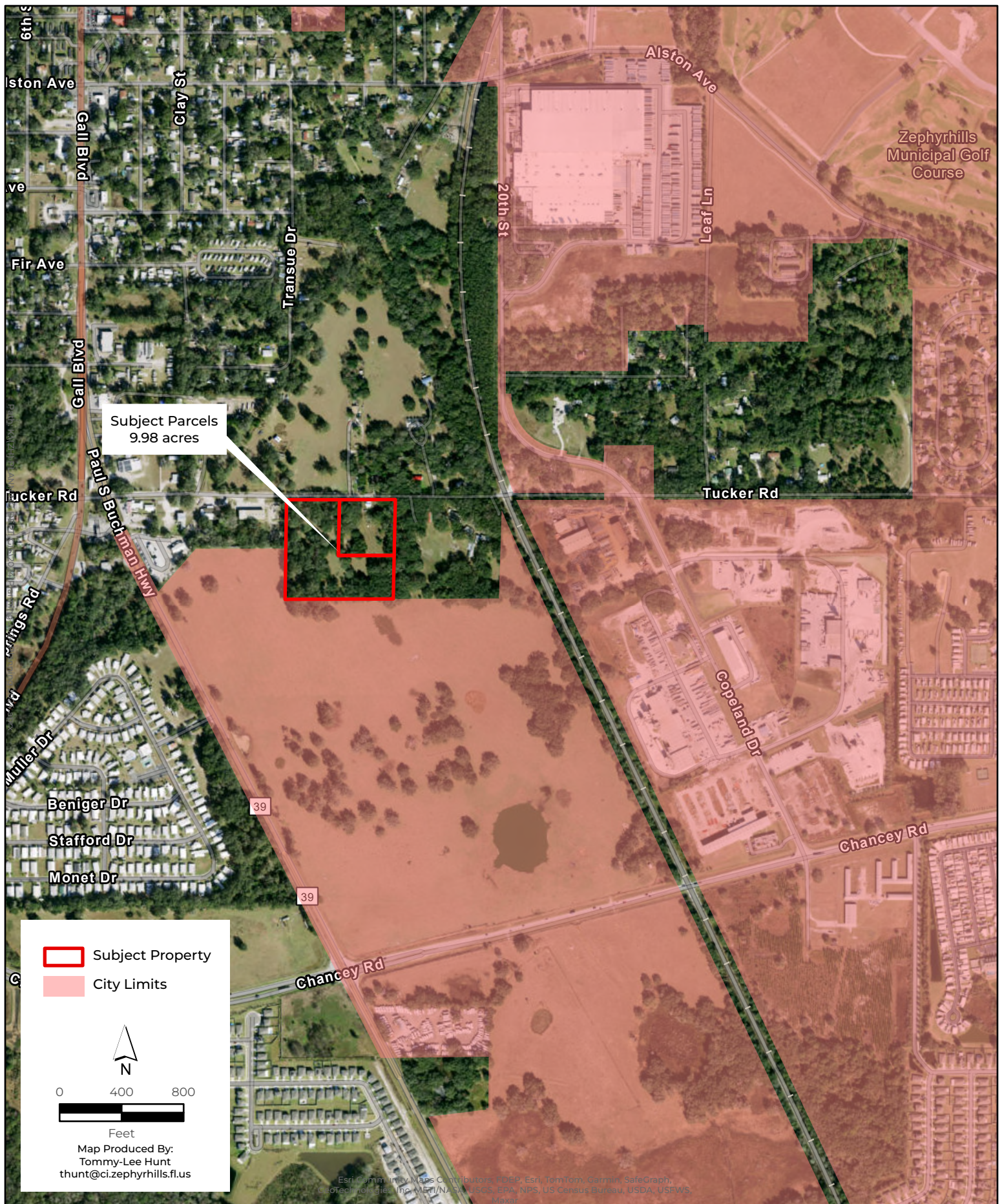
Kenneth M. Burgess, Jr.
Council President

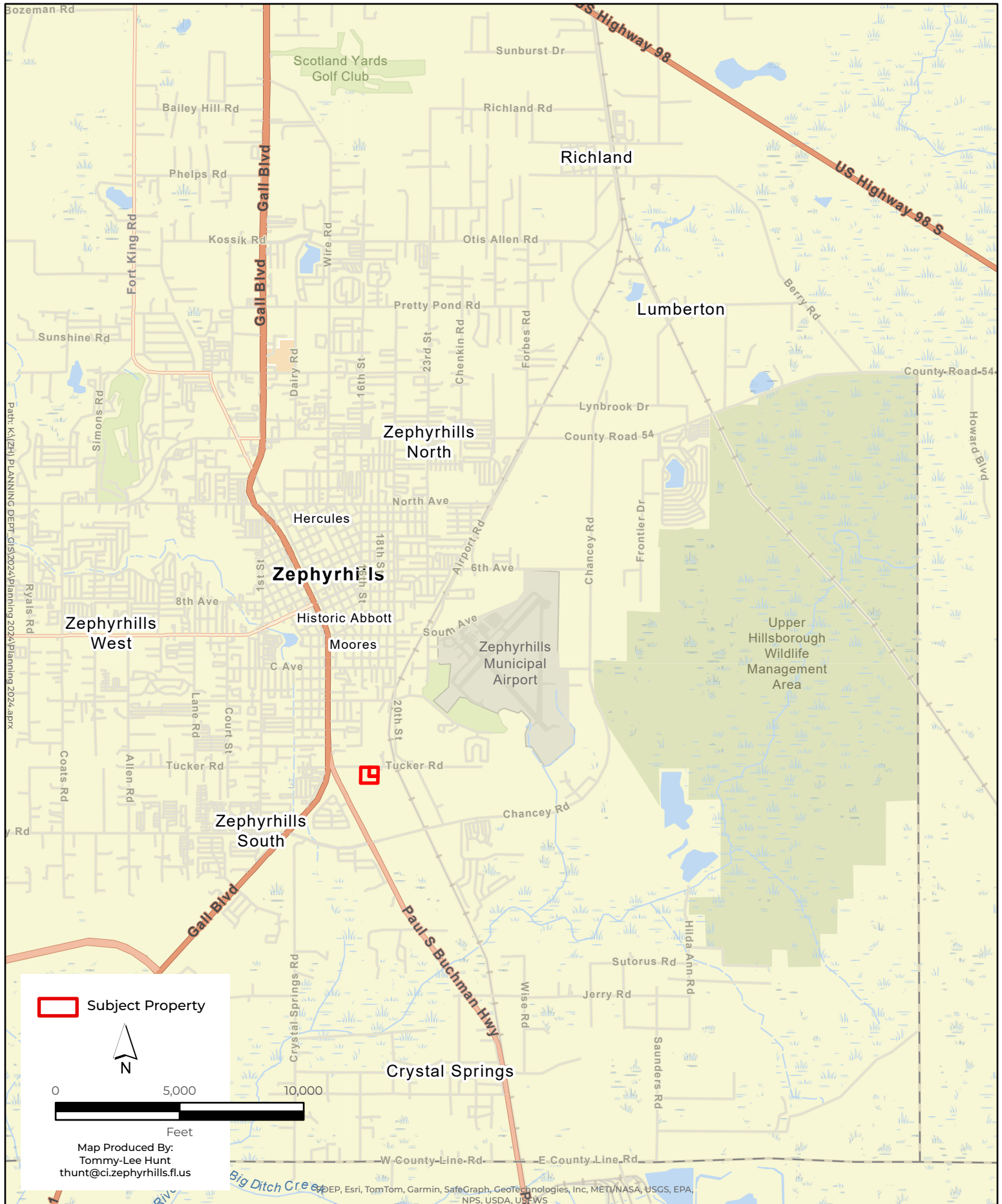
The foregoing Ordinance No. 1496-24 was approved by me this 28th day of October, 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney





MiTek Annexation Location

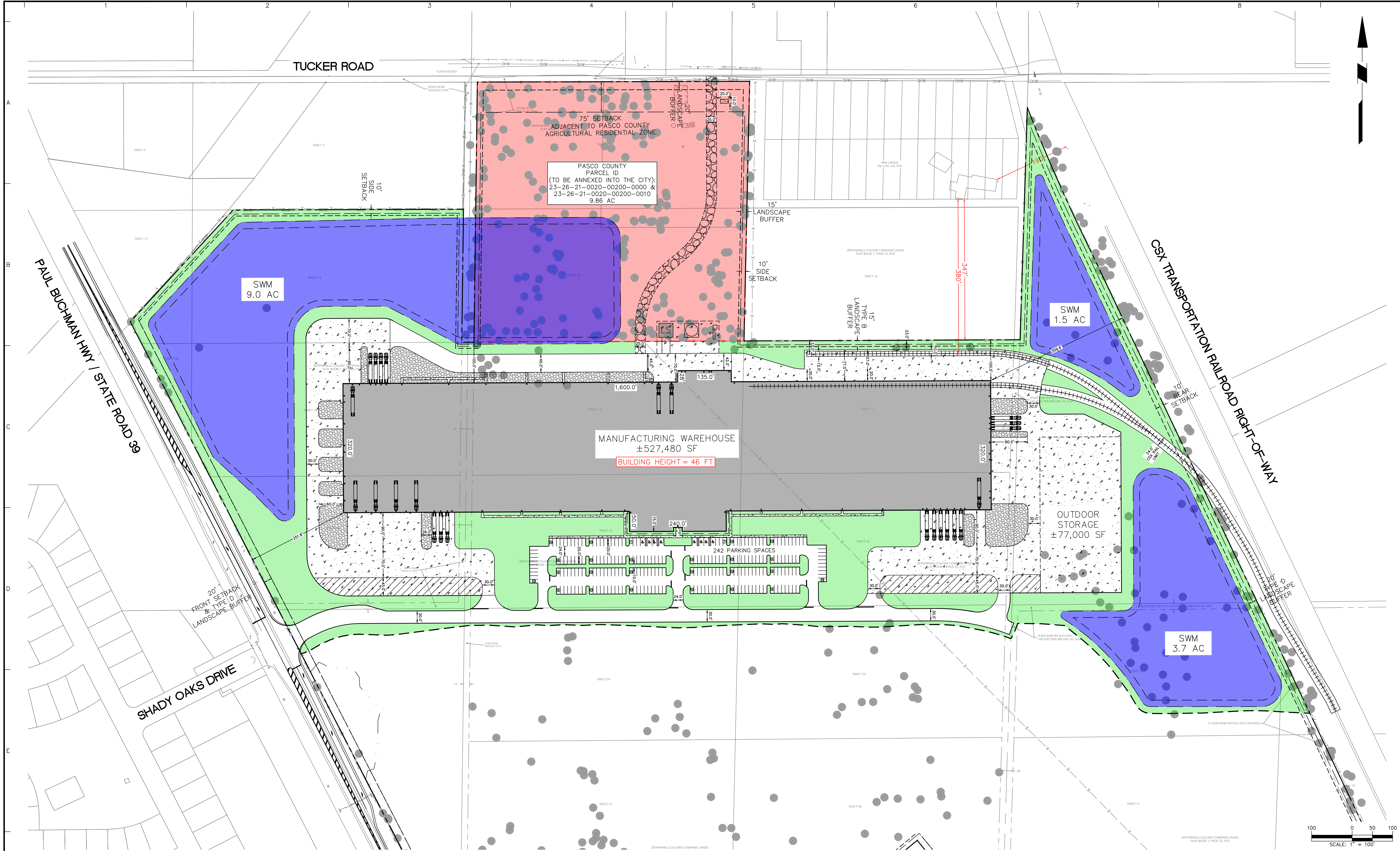
Data Source:
City of Zephyrhills GIS

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

ANX 0023-24

August 2024

1in : 5,000ft



NOTES:
1. BASEMAP AND BOUNDARY INFORMATION REFERENCED FROM A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY - PAUL BUCHMAN PARCEL", DATED 1 DECEMBER 2023, CONDUCTED BY COMPASS POINT SURVEYORS.

Date	Description	No.
Revisions		

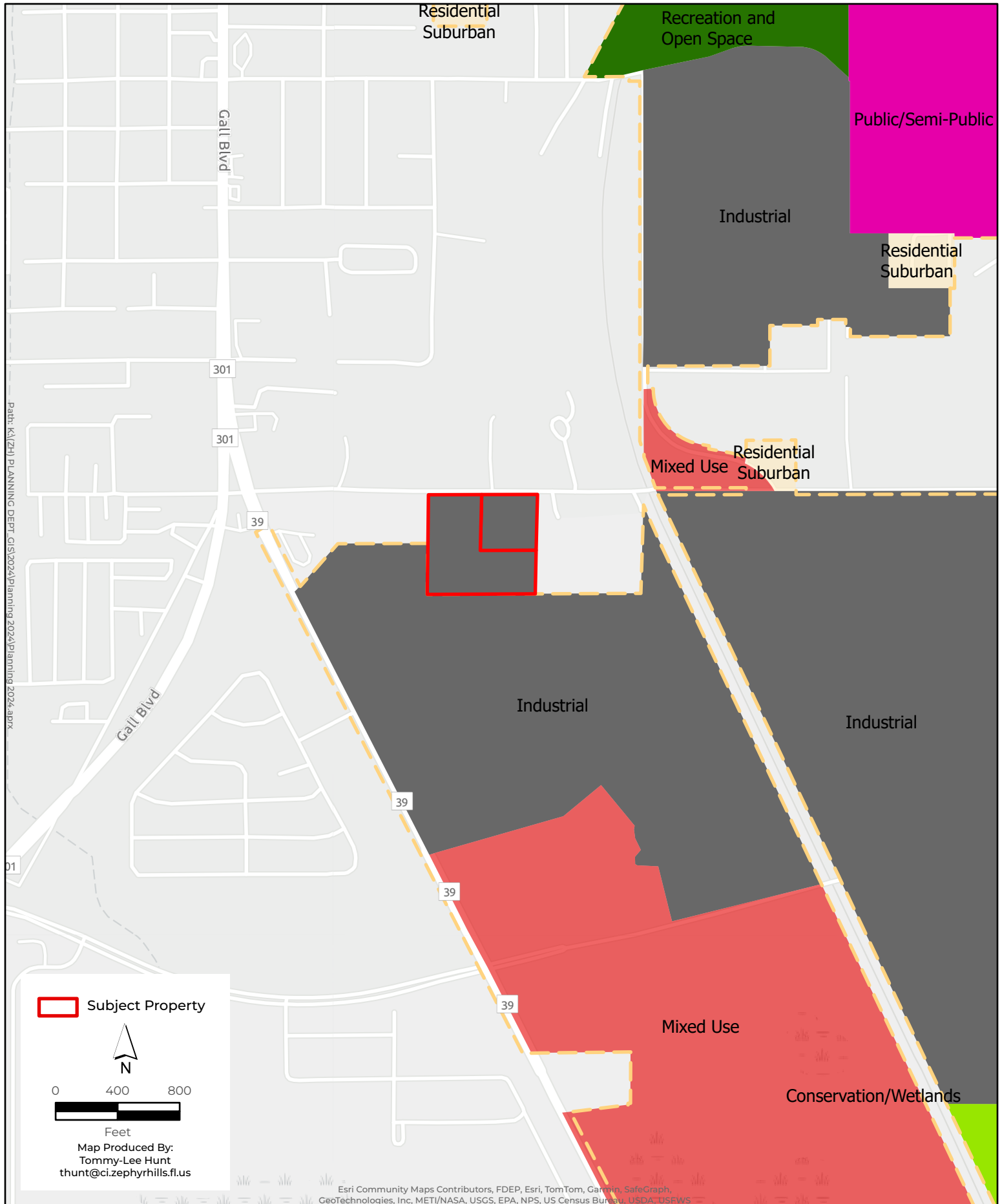
SIGNATURE JOSEPH J. YANNUCCI, JR. DATE SIGNED
PROFESSIONAL ENGINEER FL Lic. No. 65969

LANGAN
Langan Engineering and
Environmental Services, LLC.
13485 Veterans Way, Suite 120
Orlando, FL 32827
T: 407.974.2900 F: 407.974.2901 www.langan.com
FL CERTIFICATE OF AUTHORIZATION No. 0000660118172188198

Project
**MITEK
MANUFACTURING
WAREHOUSE**
ZEPHYRHILLS
FLORIDA

Drawing Title
**CONCEPT
PLAN**

Project No. 342027201	Drawing No. CP-01
Date 26 JUNE 2024	
Drawn By CRB	
Checked By IJJ	



Proposed Future Land Use

Data Source:
City of Zephyrhills GIS

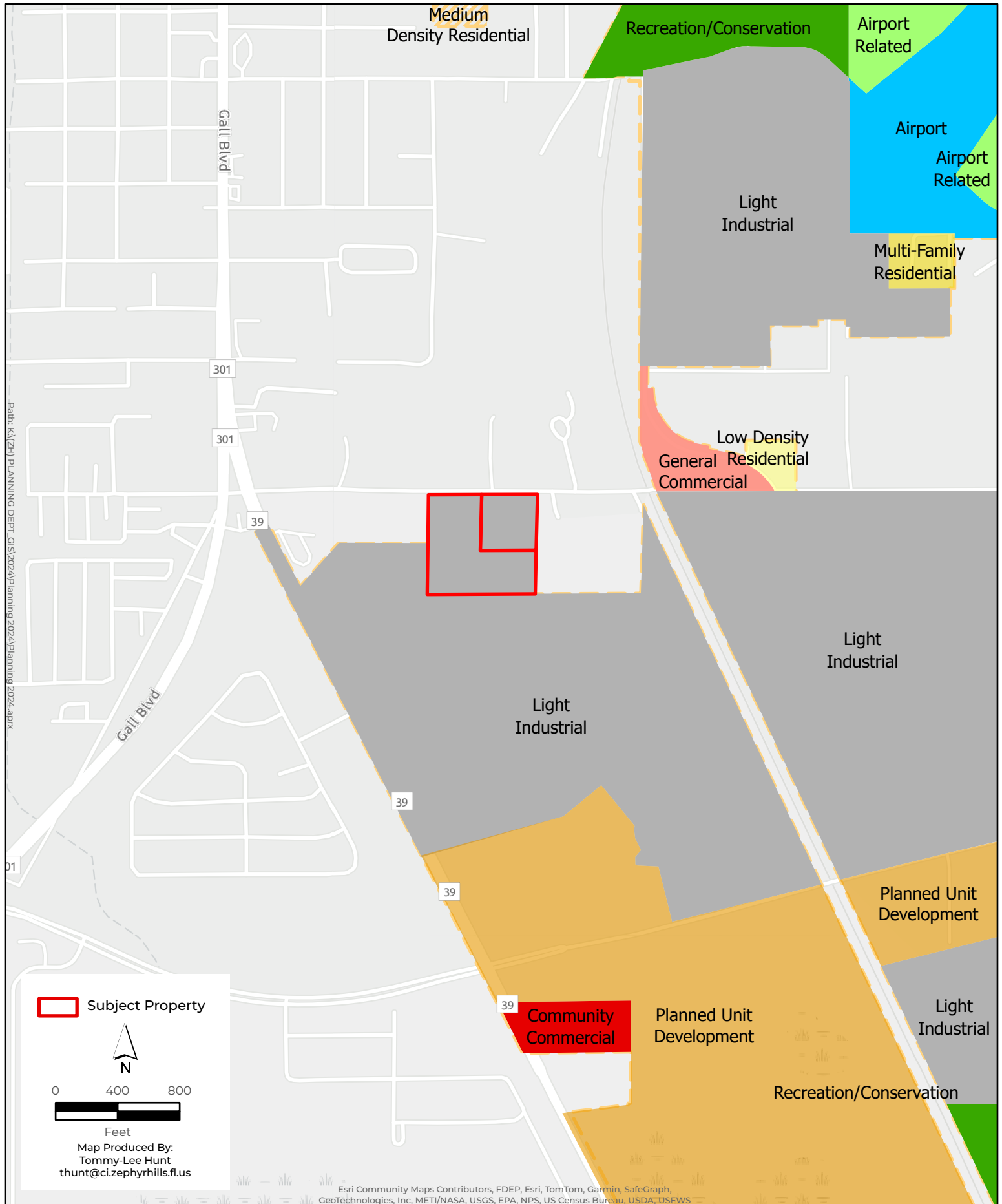
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

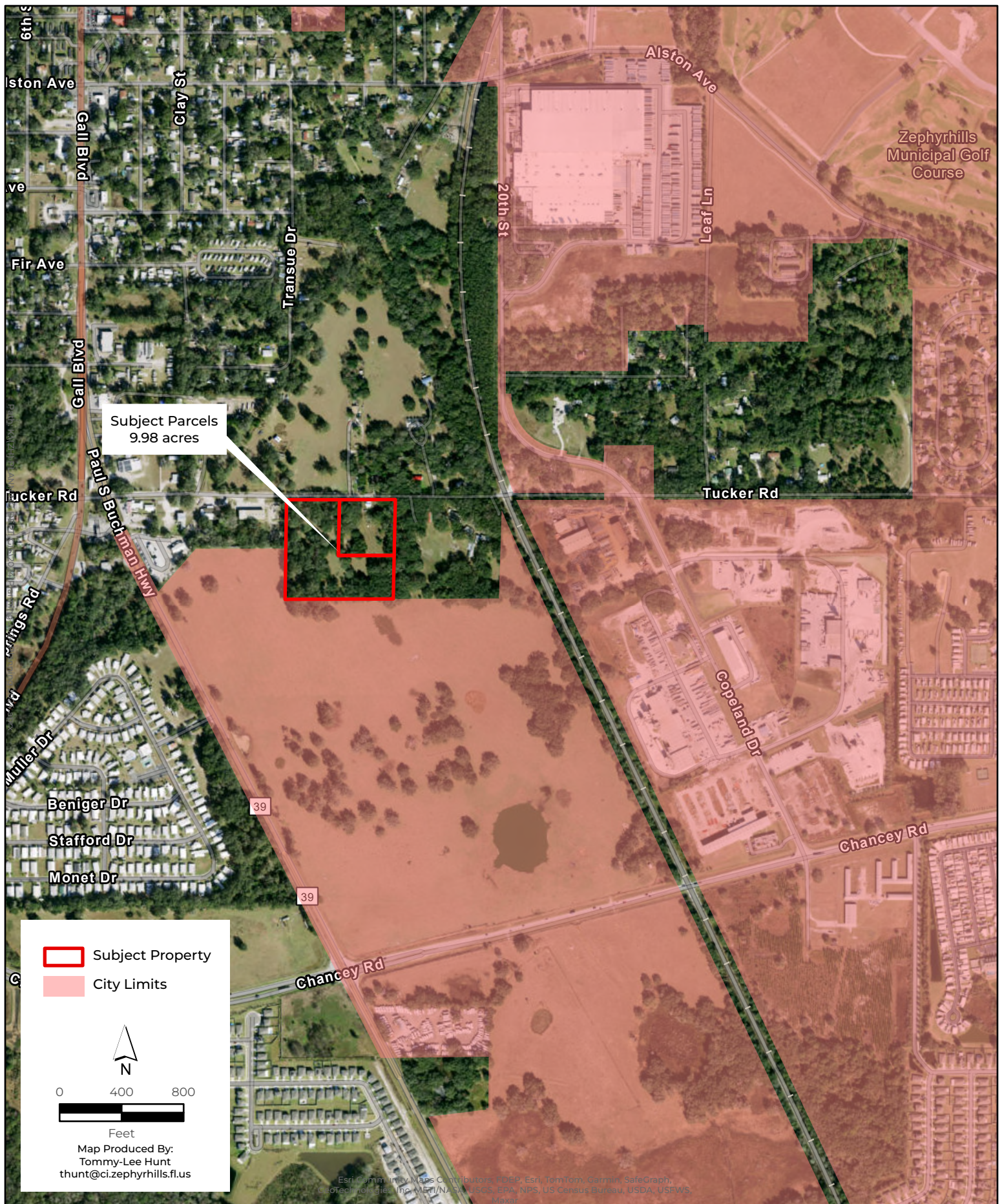
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BUSINESS ITEMS/PUBLIC HEARING 3.3

COMP PLAN Update - Transportation Element

First Reading **Ordinance 1497-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1497-24 on the First Reading

Issue:

The purpose of this Public Hearing is for the City Council to consider the ordinance amending the City of Zephyrhills 2025 Comprehensive Plan to replace the existing Goals, Objectives, and Policies in the Transportation Element with the proposed Goal, Objectives, and Policies of a new Transportation and Mobility Element.

The proposed Comprehensive Plan amendment is part of a major update to the City's Comprehensive Plan, with updates to other plan elements to be processed incrementally. Periodic updates ensure that the Comprehensive Plan remains relevant by addressing current and forecasted issues, while also being responsive to the evolving needs of the community and new opportunities.

Background:

Florida's Community Planning Act empowers local governments to plan for future growth and development through the adoption and implementation of a comprehensive plan. Local governments are required to maintain their comprehensive plan in accordance with Chapter 163, Part II, Florida Statutes. Pursuant to [s.163.3177, Florida Statutes](#), the City is required to maintain a transportation element within its comprehensive plan.

The new Transportation and Mobility Element was informed by the Zephyrhills Mobility Plan (2024), technical data and public input gathered through various city planning initiatives, and feedback from a Planning Commission Public Workshop held on August 27, 2024. The proposed Goal, Objectives, and Policies in the new Transportation and Mobility Element integrate multimodal mobility options, sustainable transportation design solutions, and Smart Growth strategies that are responsive to the evolving needs of our growing community.

The proposed Comprehensive Plan amendment was considered by the Planning Commission during a Public Hearing held on September 17, 2024. The Planning Commission unanimously recommended that the City Council approve the proposed Comprehensive Plan amendment. With direction from City Council, staff will transmit the proposed Comprehensive Plan amendment to the State Land Planning Agency for State Coordinated Review. Following the state review, a second reading of the adoption ordinance will be scheduled for a Public Hearing by the City Council in early 2025.

Attachment(s):

1. Ordinance 1497-24 Comprehensive Plan Amendment Transportation Element(31617117.1)
2. Adopted Transportation Element Goals, Objectives, and Policies
3. Proposed Goal, Objectives, and Policy

Fiscal Impact:

NA

Staff Recommendation:

1. Approve the proposed amendment to the Comprehensive Plan, **a)** rescinding the adopted Goals, Objectives, and Policies in the Transportation Element and **b)** replacing them with the proposed Goal, Objectives, and Policies in the new Transportation and Mobility Element; and
2. Authorize staff to transmit the proposed amendment to the Comprehensive Plan to the State Land Planning Agency for review, in accordance with statutory requirements.

ORDINANCE NO. 1497-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE “CITY”), RELATING TO THE COMPREHENSIVE PLAN (THE “PLAN”) IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN’S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and requires local governments to plan for future growth and development through the adoption and implementation of a comprehensive plan; and

WHEREAS, the City is required to maintain a comprehensive plan in accordance with Section 163.3184, Florida Statutes, to guide development and ensure compliance with state and local planning objectives; and

WHEREAS, the Zephyrhills Planning Commission acting as the Local Planning Agency, has reviewed and proposed amendments to the City’s Comprehensive Plan, including the repeal and replacement of the Transportation Element; and

WHEREAS, the Zephyrhills Planning Commission acting as the Local Planning Agency, after due public notice, held a public hearing on September 24, 2024, to consider these amendments, and subsequently recommended transmittal to the City Council for final review and adoption; and

WHEREAS, the City Council, after due public notice published on October 18, 2024, held a public hearing to consider the proposed amendments in accordance with Section 163.3184(11), Florida Statutes, providing opportunities for public participation and input; and

WHEREAS, the City has transmitted the proposed amendments to the Florida Department of Economic Opportunity, the State Land Planning Agency, and other reviewing agencies as required by Chapter 163, Florida Statutes, and has considered and addressed any objections, recommendations, and comments provided by the reviewing agencies; and

WHEREAS, the City Council has determined that the repeal and replacement of the Transportation Element is necessary to update the City’s comprehensive plan to reflect current transportation trends, data, and future planning objectives, and

WHEREAS, the amendments follow the expedited amendment process as provided for in Section 163.3184(3), Florida Statutes, and are consistent with the goals of the Community Planning Act to ensure the City’s future growth is managed effectively and sustainably; and

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

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City’s Comprehensive Plan.

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

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

Section 2. Compliance with the Community Planning Act. This ordinance is adopted pursuant to the Community Planning Act, Chapter 163, Part II, Florida Statutes.

Section 3. Repeal and Replacement of the Transportation Element. The Transportation Element of City of Zephyrhills Comprehensive Plan is hereby repealed and replaced with the Transportation and Mobility element, as detailed and attached hereto as **Exhibit “A”**, and by reference made apart hereof.

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

Section 5. Severability. If any provision or portion of this ordinance, or the application thereof, is declared invalid by any court of competent jurisdiction or found not in compliance by the State Land Planning Agency, such provision shall be severed. The severance shall not affect the validity of the remaining provisions of this ordinance, the City of Zephyrhills Comprehensive Plan, or the City of Zephyrhills Land Development Code.

Section 6. Codification and Numbering. It is the intention of the City Council of the City of Zephyrhills that each new or modified article, section, goal, objective, or policy within City of Zephyrhills Comprehensive Plan be properly numbered and sequenced. Any incorrect numbering in this ordinance shall not affect the validity of other provisions. Instead, such provisions will be automatically renumbered for consistency.

Section 7. Scrivener’s Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager’s designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

Section 8. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021 and Sections 163.3161 through 163.3215, Florida Statutes.

Section 9. Effective Date. This amendment shall become effective on the date the State Land Planning Agency posts a notice of intent finding the amendment in compliance. If the amendment is timely challenged, it shall become effective upon issuance of a final order by the State Land Planning Agency or the Administration Commission determining the amendment to be in compliance. No development orders, permits, or land uses dependent on this amendment shall be issued or commence until it becomes effective. If a final order of noncompliance is issued, the amendment may still become effective through the adoption of a resolution affirming its effective status. A copy of this resolution shall be sent to the State Land Planning Agency in accordance with Section 163.3184, Florida Statutes

The foregoing Ordinance No. 1497-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October, 2024.

Attest:

Ricardo Quinones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

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

The foregoing Ordinance No. 1497-24 was read and passed on the second reading, following transmittal to the Florida Department of Economic Opportunity and a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this _____ day of _____, 20____.

Attest:

Ricardo Quinones, Acting City Clerk
Council President

Kenneth M. Burgess, Jr.

The foregoing Ordinance No. 1497-24 was approved by me on this _____ day of _____, 20____.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney

DRAFT

PLANZephyrhills2040

Transportation & Mobility Element

SEPTEMBER 2024

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List of Acronyms and Abbreviations

This element contains a variety of acronyms and abbreviations used throughout the text. For clarity and ease of reference, all acronyms and abbreviations are listed below, along with their full forms.

CRA	Community Redevelopment Agency
CMS	Concurrency Management System
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
GOPASCO	Pasco County Public Transportation
JPA	Joint Planning Area
LDC	Land Development Code
LRTP	Long Range Transportation Plan
MaaS	Mobility as a Service
MPO	Metropolitan Planning Organization
NEPA	National Environmental Policy Act
PD&E	Project Development and Environment Study
TSDP	Transit Service Development Plan



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Transportation and Mobility Element

1. Introduction

The Transportation and Mobility Element serves as a guide for the future development of transportation infrastructure and mobility services that reflect the Zephyrhills community's vision for a balanced, multimodal system that meets current demands while anticipating future needs.

Purpose

This element establishes a framework for planning, developing, and managing the city's transportation system to ensure safe, efficient, and sustainable mobility for the residents, workforce, and visitors of the city while aligning with the community's broader goals. By integrating transportation and land use planning, the element seeks to enhance mobility, improve quality of life, and foster economic vitality. The planning framework embraces the potential of technological advancements and innovative practices to transform how we think about and use transportation infrastructure.

Scope

The geographic area addressed by the Transportation and Mobility Element includes the incorporated area of the City of Zephyrhills and the Joint Planning Area (JPA), where the City and Pasco County collaboratively plan for growth, development, and related transportation and mobility needs. The element examines the various components of a multimodal transportation system, including walking and biking infrastructure, thoroughfares, transit services and infrastructure, railroads, and aviation

facilities, and the essential coordination of transportation and land use decisions.

Statutory Requirements

Comprehensive planning in Florida is governed by the Florida Community Planning Act, codified in Chapter 163, Part II, Florida Statutes. This legislation sets forth the requirements for local governments to develop, adopt, implement, and maintain comprehensive plans to guide future growth and development.

2. Planning Context

The planning context provides the basis for transportation and mobility planning and policymaking, drawing upon the Zephyrhills Mobility Plan¹, incorporated herein by reference. The Mobility Plan addresses the needs of all travel modes, taking into account local and regional population growth, economic development, neighborhood livability, and the equitable distribution of transportation solutions in the community.

Growth Trends

Population

The City of Zephyrhills has experienced steady population growth over the past several decades (**Figure TRA-1**). The city's growth rate has mirrored trends observed in Pasco County, reflecting a stable pattern of development and urbanization.

Since 2020, the city has seen a notable uptick in growth, driven by significant changes in Florida's housing market (**Figure TRA-2**).

¹ [Zephyrhills Mobility Plan](#), City of Zephyrhills, 2024.

Figure TRA-1: Population Counts, City of Zephyrhills, 1990-2020

Population (100% Count)				Average Annual Growth Rate (%)		
1990	2000	2010	2020	1990-2000	2000-2010	2010-2020
8,484	10,833	13,288	17,194	2.77	2.27	2.94

Source: Census Summary File 1, US Census Bureau.

Figure TRA-2: Population Estimates, City of Zephyrhills, 2020-2023

Population				Average Annual Growth Rate (%)			
Count	Estimate (April 1)						
2020	2021	2022	2023	2020-2021	2021-2022	2022-2023	2020-2023
17,194	17,788	18,631	19,337	3.45	4.74	3.79	4.15

Source: Florida Estimates of Population, Bureau of Economic and Business Research (BEBR), University of Florida.

Figure TRA-3: Share of County Population, City of Zephyrhills, 2020-2023

Population, Pasco County				City Share of County Population			
Count	Estimate (April 1)			% of City Population ¹			
2020	2021	2022	2023	2020	2021	2022	2023
561,891	575,891	592,669	610,743	3.06	3.09	3.14	3.17

Notes:

1. Based on population count/estimates for City of Zephyrhills shown in Figure TRA-2.

Source: Florida Estimates of Population, Bureau of Economic and Business Research (BEBR), University of Florida.

The increase in demand for housing, fueled by a combination of factors such as an influx of new residents, shifts in work-from-home trends, and differences in housing affordability across urban, suburban, and exurban areas, has accelerated the pace of development in Zephyrhills and Pasco County. This recent surge highlights the city's appeal as a desirable place to live, work, and invest, reinforcing the need for forward-looking planning to accommodate the continued influx of residents and businesses.

Under a scenario where the city maintains its average annual growth rate of 4.15%, the city's projected population in year 2045 is 47,303, representing an increase of 27,966 persons, or an average of 1,271 persons per year from the 2023 base year.

Alternatively, if the city maintains its current 3.17% share of the countywide population (**Figure TRA-3**), the shift-share projection method estimates that the city's population in 2045 would reach 28,951.

This projection is based on Pasco County's high-range population forecast of 913,300 by 2045 and 1,036,700 by 2050 (BEBR, University of Florida, 2023). The Pasco County Metropolitan Planning Organization (MPO) projects a slightly lower countywide population of 1,018,000 by 2050. Under the shift-share projection method, the city would experience an increase of 9,614 residents from its 2023 population, averaging an additional 437 persons per year.

Land Area

Over the past two decades, the city has experienced notable growth in its land area and population density (**Figure TRA-4**). In 2000, the city covered 8.2 square miles with a population density of 1,321 persons per square mile. By 2023, the land area expanded to 9.51 square miles, reflecting the city's annexation efforts. This expansion, coupled with housing development, has resulted in a population density increase to 2,014 persons per square mile. From 2000 to 2023, the city's

Figure TRA-4: Land Area and Population Density, City of Zephyrhills, 2000-2023

Land Area (Square Miles)				Population Per Square Mile			
2000	2010	2020	2023	2000	2010	2020	2023
8.2	8.88	9.51	9.58	1,321.1	1,496.7	1,808.8	2,014.3

Source: US Census Bureau.

land area increased by approximately 16%, while the population density grew by about 53%. These changes highlight the city's evolution into a more densely populated urban area.

Land Use Context

The City of Zephyrhills is characterized by diverse land use patterns that shape its transportation needs and opportunities. Land use patterns influence travel behavior, infrastructure demands, and the overall mobility of residents, the workforce, and businesses. This section provides an overview of land use patterns in the city, highlighting how they relate to the transportation system and potential strategies.

Established Neighborhoods

The city's older, established neighborhoods, particularly those in town, downtown, and along Eiland Boulevard, are priority areas for addressing multimodal infrastructure deficiencies. Multimodal infrastructure, including complete sidewalk and bicycling networks and connected transit stops, would provide additional transportation options and easier access to short-distance destinations. Multimodal connections to GOPASCO transit service would also support ridership for longer distance trips. The development of comprehensive multimodal infrastructure in densely populated areas is essential for providing residents with convenient alternatives to driving and addressing the challenges of urban congestion.

Redevelopment Areas

The Zephyrhills Community Redevelopment Area, covering 560 acres and including

Downtown Zephyrhills, the Gall Boulevard and 5th Avenue corridors, and downtown and in-town neighborhoods, represents a focal point for urban revitalization. The transportation vision for this area includes the development of bi-directional, two-lane streets with integrated sidewalk, bicycle, and transit facilities. Such enhancements are aimed at improving safety, livability, and economic vitality while promoting walkable, urban-scale development.

Planned state highway projects, including the expansion and reconstruction of the US 301/Gall Boulevard corridor, will impact walking and biking comfort in the Community Redevelopment Area. Regional transportation initiatives, such as the Bypass Loop Road discussed later in this element, could help reduce regional travel demand within this area. This reduction would alleviate the pressure for additional travel lanes, thereby minimizing disruption of the historic street grid and preserving the area's urban fabric and walkable development potential.

Additionally, the form-based zoning regulations governing the US 301/Gall Boulevard corridor emphasize a street hierarchy that prioritizes movement and access for all users. Similar form-based land use and transportation solutions could be applied to the US 301/Gall Boulevard corridor to the south within the city-county Joint Planning Area, enhancing connectivity and supporting high-quality, sustainable redevelopment.

Industrial Corridor

The Zephyrhills Industrial Corridor is a vital economic hub, offering a well-connected area

for manufacturing and support activities. This corridor's strategic location, with access to road, rail, and airport facilities, as well as robust utility infrastructure, positions it as a key player in both local and regional economic development.

Recent investments by major companies, such as Bauducco Foods and MiTek, underscore the industrial corridor's growing importance. The transportation network within and connecting this area must be modernized to accommodate safe and efficient freight movement and ensure multimodal accessibility for shift workers. Transportation improvements are critical to sustaining the corridor's role as an economic driver.

Commercial Nodes and Corridors

The city's commercial nodes, typically located at the intersections of major thoroughfares and transit hubs, are areas of concentrated commercial activity. These nodes, including Downtown Zephyrhills, serve as centers for shopping, dining, and cultural opportunities. The presence of public transit and walk-friendly infrastructure is essential in these areas to reduce reliance on automobiles and enhance the overall functionality and livability of the urban environment.

Commercial corridors, particularly US 301, offer a diverse mix of retail, office, and residential uses. The inclusion of safe and conveniently located active transportation infrastructure, such as wide sidewalks, high-visibility street crossings, accessible transit shelters, seating, and street lighting, would support the community's preferences for accessible, multimodal transportation options. This approach not only supports reduced reliance on driving but also promotes more vibrant and active urban environments.

The US 301 Corridor Land Use Vision and Transportation Strategy was created in 2016 by Pasco County in collaboration with the

cities of Zephyrhills and Dade City. The strategy aims to provide a comprehensive vision for land use and transportation within the US 301 corridor, focusing on promoting sustainable development, improving multimodal connectivity, and preserving the arterial function of US 301.

Countryside Area

The northern US 301 corridor in Zephyrhills and unincorporated Pasco County is characterized by a mix of suburban development, rural residential areas, and undeveloped greenfields. The corridor is valued for its scenic rolling hills and rural landscapes.

The area west of US 301 within this corridor is designated as "Countryside" in the planned development known as Villages of Pasadena Hills (VOPH). The Countryside designation is designed to preserve the rural character of the area by limiting more intensive land uses and development while recognizing legacy zoning designations.

Rural Reserve Area

The Rural Reserve area identified in the Zephyrhills Mobility Plan is situated east of Wire Road and north of Otis Allen Road. The potential for future urban and suburban expansion in the Rural Reserve hinges on the availability and long-term sustainability of essential public infrastructure and services, such as water utilities, police protection, and emergency response capabilities. This area's development will be guided by the community's vision and related policies of the comprehensive plan.

SR 56 Corridor

The SR 56 corridor south of Zephyrhills is undergoing rapid development, with the Two Rivers master-planned community playing a central role in this transformation. Located along SR 56, west of US 301, Two Rivers spans approximately 6,000 acres across

unincorporated Pasco and Hillsborough Counties. This expansive project, which includes more than 6,000 residential units and three million square feet of commercial space, is poised to significantly reshape the region.

This growth brings both challenges and opportunities for the city's transportation infrastructure. Increased traffic volumes and longer commuting times may necessitate costly roadway widenings and intersection expansions. Enhancing public transit service to connect Two Rivers and Zephyrhills could provide viable alternatives to driving, reducing vehicle trips and helping to maintain the livability of centers and neighborhoods on the path. Investments in active transportation infrastructure could further decrease reliance on cars for short trips in these locations.

Policy Framework

The policy framework for local transportation planning in Florida is shaped by a combination of state, regional, and local policies and plans. These frameworks guide transportation development to ensure safety, efficiency, sustainability, and meaningful community involvement.

State Policies and Plans

STATE COMPREHENSIVE PLAN

In accordance with Florida's Community Planning Act, local government comprehensive plans must align with the state's broader objectives for growth, development, and resource management as outlined in the State Comprehensive Plan (Chapter 187, Florida Statutes). Transportation policies in the State Comprehensive Plan are listed in **Figure TRA-5**.

STATE TRANSPORTATION PLANS

The Florida Department of Transportation (FDOT) is the state's principal agency responsible for transportation planning and oversight. The Florida Transportation Plan² outlines the long-range vision for the state's transportation system. The FDOT Strategic Intermodal System Policy Plan emphasizes high-priority transportation facilities that are critical to Florida's economic vitality.

Florida Freight Mobility and Trade Plan (FMTP) outlines Florida's freight infrastructure needs and priorities, aiming to improve the efficiency and safety of freight transportation across the state. It includes strategies for addressing freight bottlenecks, enhancing intermodal connectivity, and supporting economic growth through a robust freight network.

The FDOT District Seven Freight Plan provides detailed analysis and recommendations for freight transportation within District Seven, which encompasses seven counties in the west-central region of Florida. The plan addresses local freight needs, infrastructure improvements, and specific challenges within the district, aligning with the broader goals of the FMTP.

ENVIRONMENTAL REGULATIONS

Transportation projects in Florida must comply with environmental regulations, such as those enforced by the Florida Department of Environmental Protection (FDEP) and those required under the federal National Environmental Policy Act (NEPA). These regulations ensure that transportation projects consider environmental impacts, including impacts on wetlands, wildlife habitats, air and water quality, and human environments.

² Florida Transportation Plan website
fdot.gov/planning/ftp/default.shtm.

Figure TRA-5: Transportation-Related Policies, State Comprehensive Plan

• Improve and expand transportation services to increase mobility of elderly persons. Policy (3)(b)10. • Improve the enforcement of and compliance with safe highway speed limits. Policy (6)(b)20. • Ensure that developments and transportation systems are consistent with the maintenance of optimum air quality. Policy (10)(b)2. • Improve the efficiency of traffic flow on existing roads. Policy (11)(b)3. • Ensure energy efficiency in transportation design and planning and increase the availability of more efficient modes of transportation. Policy (11)(b)4. • Enforce and strengthen regulation of the generation, storage, treatment, disposal, and transportation of hazardous waste. Policy (12)(b)6. • Enhance the linkages between land use, water use, and transportation planning in state, regional, and local plans for current and future designated urban areas. Policy (16)(b)6. • Develop concurrency requirements that do not compromise public health and safety for urban areas that promote redevelopment efforts. Policy (16)(b)7. • Encourage the development of mass transit systems for urban centers, including multimodal transportation feeder systems, as a priority of local, metropolitan, regional, and state transportation planning. Policy (16)(b)9. • Coordinate transportation investments in major travel corridors to enhance system efficiency and minimize adverse environmental impacts. Policy (19)(b)2. • Promote a comprehensive transportation planning process which coordinates state, regional, and local transportation plans. Policy (19)(b)3. • Allow flexibility in state and local participation in funding of public transit projects and encourage construction and use of toll facilities in order to meet transportation needs. Policy (19)(b)4. • Ensure that existing port facilities and airports are being used to the maximum extent possible before encouraging the expansion or development of new port facilities and airports to support economic growth. Policy (19)(b)5.	• Promote timely resurfacing and repair of roads and bridges to minimize costly reconstruction and to enhance safety. Policy (19)(b)6. • Develop a revenue base for transportation which is consistent with the goals and policies of this plan. Policy (19)(b)7. • Encourage the construction and utilization of a public transit system, including, but not limited to, a high-speed rail system, in lieu of the expansion of the highway system, where appropriate. Policy (19)(b)8. • Ensure that the transportation system provides Florida's citizens and visitors with timely and efficient access to services, jobs, markets, and attractions. Policy (19)(b)9. • Promote ride sharing by public and private sector employees. Policy (19)(b)10. • Emphasize state transportation investments in major travel corridors and direct state transportation investments to contribute to efficient urban development. Policy (19)(b)11. • Avoid transportation improvements which encourage or subsidize increased development in coastal high-hazard areas or in identified environmentally sensitive areas such as wetlands, floodways, or productive marine areas. Policy (19)(b)12. • Coordinate transportation improvements with state, local, and regional plans. Policy (19)(b)13. • Acquire advanced rights-of-way for transportation projects in designated transportation corridors consistent with state, regional, and local plans. Policy (19)(b)14. • Promote effective coordination among various modes of transportation in urban areas to assist urban development and redevelopment efforts. Policy (19)(b)15. • Ensure that coordinated state planning of road, rail, and waterborne transportation systems provides adequate facilities for the economical transport of agricultural products and supplies between producing areas and markets. Policy (22)(b)12. • Ensure that the transportation system provides maximum access to jobs and markets. Policy (24)(b)5.
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Source: Chapter 187.201, Florida Statutes 2024.

Regional Policies and Plans

LONG RANGE TRANSPORTATION PLAN

The Pasco County Metropolitan Planning Organization (MPO) develops and maintains a long-range transportation plan (LRTP) that identifies countywide transportation needs, funding, and funding priorities over a 20-year period. The plan must be consistent with the goals outlined in the Florida Transportation Plan and coordinated with FDOT for project programming in the FDOT Five-Year Work Program.

STRATEGIC REGIONAL POLICY PLAN

Section 186.502(4)(1), Florida Statutes, recognizes Regional Planning Councils as Florida's primary multipurpose regional entities, tasked with planning for and coordinating intergovernmental solutions to growth-related challenges on a regional scale. The Strategic Regional Policy Plan³ prepared by Tampa Bay Regional Planning Council (TBRPC) provides a framework for regional growth, development, and resource management within the Tampa Bay area.

Local Policies and Plans

CONCURRENCY MANAGEMENT SYSTEM

In accordance with Section 163.3180, Florida Statutes, the City ensures that adequate transportation facilities are in place concurrent with the impacts of new development. The Concurrency Management System (CMS) in Article V Adequate Public Facilities of the Land Development Code defines the requirements for maintaining the City's adopted level of service standards. These standards establish the criteria used to assess concurrency compliance for development approval applications.

DESIGN STANDARDS

The City's Land Development Code includes requirements for road and street design, traffic impact assessments, and standards for multimodal transportation facilities.

Demographics and Travel Behavior

This section provides insights into the population characteristics, commuting patterns, and transportation preferences that shape travel demand and infrastructure needs in the city. Selected population characteristics reported in the following are from the 2018-2022 American Community Survey.⁴

Population Characteristics

The 2018-2022 American Community Survey estimates highlighted below help characterize the city's year-round population:

- The *median age* of 50.1 is about 20% higher than the Tampa-St. Petersburg-Clearwater Metro Area at 42.1% and State of Florida at 42.4%.
- *Persons under age 18* account for 18.9% of the city population and 9.6% are *age 65 and over*. The *age 55 to 64* population accounts for 11.1% of the city population.
- The *per capita income* of \$25,951 is about two-thirds the amount in the Metro Area (\$39,605) and State (\$38,850).
The *median household income* of \$45,745 is about two-thirds the amount in the Metro Area (\$67,197) and State (67,917).
- *Persons below poverty level* account for 13.5% of the city population, higher than the rate in the Metro Area at 12.6% and about six percentage points higher than the rate for State at 12.9%.

³ [Future of the Region](#): A Strategic Regional Policy Plan for the Tampa Bay Region, 2005.

⁴ Zephyrhills Demographic Profile, US Census Bureau data.census.gov/profile/Zephyrhills_city_Florida?q=160XX00US1279225.

- The population under age 18 and age 65 and over account for 30% of *persons below poverty level* in the city.
- Of the 7,552 occupied housing units in the city, 642 have *no access to a vehicle*. With an *average persons per household* of 2.25 in the city, the estimated population with no access to a vehicle is 1,444 persons or 7.5% of the total population.
- *Occupied housing units with no vehicle available* are mapped by census block group in **Figure TRA-6** on page TRA-9.

These statistics highlight the need for a balanced, inclusive transportation strategy that addresses the community's diverse needs. With nearly one in five residents under age 18, there is a clear need to prioritize safe, accessible walking and biking infrastructure near schools, parks, and residential areas to support youth mobility.

A substantial number of residents are approaching or already of retirement age (20.7%). This suggests that transportation planning must also focus on age-friendly solutions to ensure older residents can access essential goods, services, and social opportunities.

Declining driving capabilities of older residents underscores the need for improved public transit and paratransit services, accessible and maintained sidewalks, well-marked street crossings, and traffic calming measures.

Lower income levels in the city indicate a less affluent population. Many residents may find car ownership and maintenance burdensome, underscoring the need for affordable and accessible transportation options. Public transit, shared mobility services, and support for active transportation (walking and biking) will be essential in meeting the needs of lower-income residents. Transportation options should be designed to ensure that

vulnerable populations can easily access employment, education, healthcare, and other essential services.

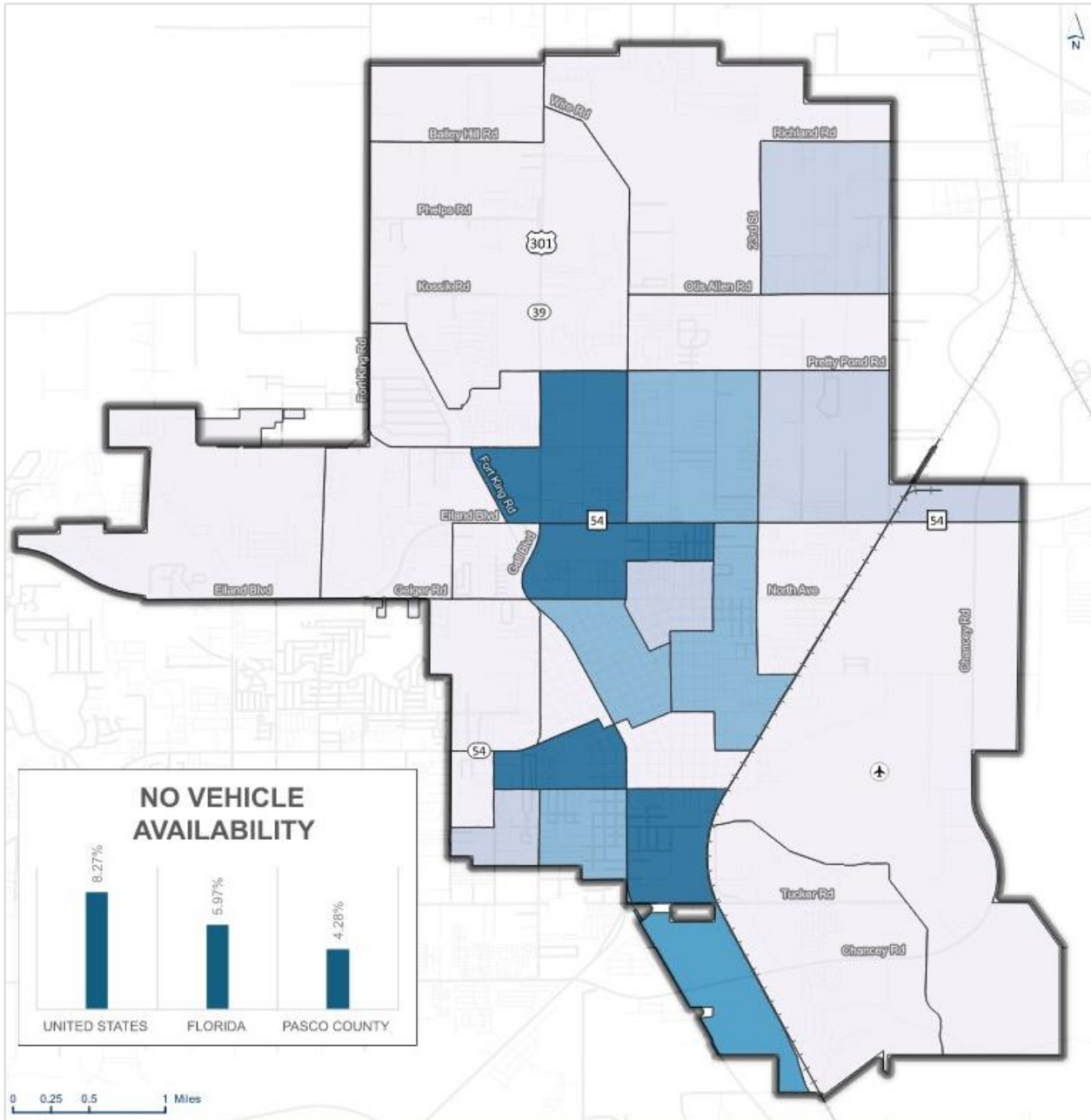
Approximately 7.5% of the Zephyrhills population lacks access to a vehicle, which is significant considering the average household size and the city's geographic spread. This lack of vehicle access further emphasizes the importance of developing robust public transportation systems and ensuring that neighborhoods are designed or retrofitted to be walkable and bike friendly. Ensuring reliable transit service and creating accessible transportation hubs will help those without vehicles have access to economic opportunities and remain connected to the broader community.

Commuting Patterns

Commuting patterns in Zephyrhills reflect the suburban nature of the community. A large portion of the population commutes to work by car, with approximately 77% of workers age 16 and over driving alone, according to the 2018-2022 American Community Survey. Carpooling and working at home each account 10% of work trips. Walking, biking, transit, and other modes each represent 1% or less of work trips. Reliance on driving is closely related to several mobility challenges that face the city and region, including the burden of roadway maintenance, congestion, and safety concerns—particularly for people walking and biking.

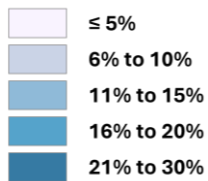
The average commute time for city residents is about 28 minutes, which is slightly higher than commute times for the Tampa-St. Petersburg-Clearwater Metro Area (27.7 minutes), State of Florida (27.9 minutes), and the United States (27.6 minutes).

Figure TRA 6. Zero-Vehicle Households, Joint Planning Area.



LEGEND

Percent Occupied Housing Units With No Vehicle Available



Source: 2018-2022 American Community Survey, US Census Bureau.

Of the workforce living in the city, 717 are employed in the city and 6,548 are employed elsewhere.⁵ The workforce living outside the city and working in the city accounts for 7,718 of the total 8,435 jobs in city. This data underscores the city's role as an employment hub, emphasizing the need for targeted transportation planning to efficiently accommodate the commuting patterns of its workforce.

The net inflow of workers shows there is a significant demand for transportation infrastructure that supports inbound commuting. This could place additional pressure on the city's transportation networks during peak hours, particularly on key entry corridors. The inflow of workers underscores the need for sufficient road capacity, parking facilities, and public transit options to accommodate non-resident workers.

A complementary strategy to reduce vehicle miles traveled and peak hour travel demand is to provide more housing options in proximity to city employment centers. This approach not only addresses current transportation challenges but also supports the community's long-term planning goals for economic development, sustainability, and quality of life.

Transportation Preferences

Transportation preferences in the community are evolving, driven by demographic shifts and changing lifestyle choices. While personal vehicles continue to be the primary mode of transportation, there is a growing interest in alternatives that offer more diverse and sustainable options. Recent community engagement for the Zephyrhills Mobility Plan revealed a strong and increasing demand for enhanced walkability and bikeability, with

residents calling for more sidewalks, bike lanes, and pedestrian-friendly streets.

The community has also shown significant support for expanding transit services, with many advocating for more frequent headways, broader service coverage, and accessible and sheltered bus stops. There is a clear preference for implementing "Complete Streets" policies, which prioritize the safety and accessibility of all transportation system users, including pedestrians, cyclists, and transit riders.

Additionally, the community has voiced concerns about improving transportation options for transportation-disadvantaged populations, such as seniors, low-income residents, and individuals without access to personal vehicles. Expanding public transit, micro-transit, and active transportation infrastructure are seen as vital steps in ensuring that these populations have equitable access to essential services and economic and social opportunities.

Transportation System

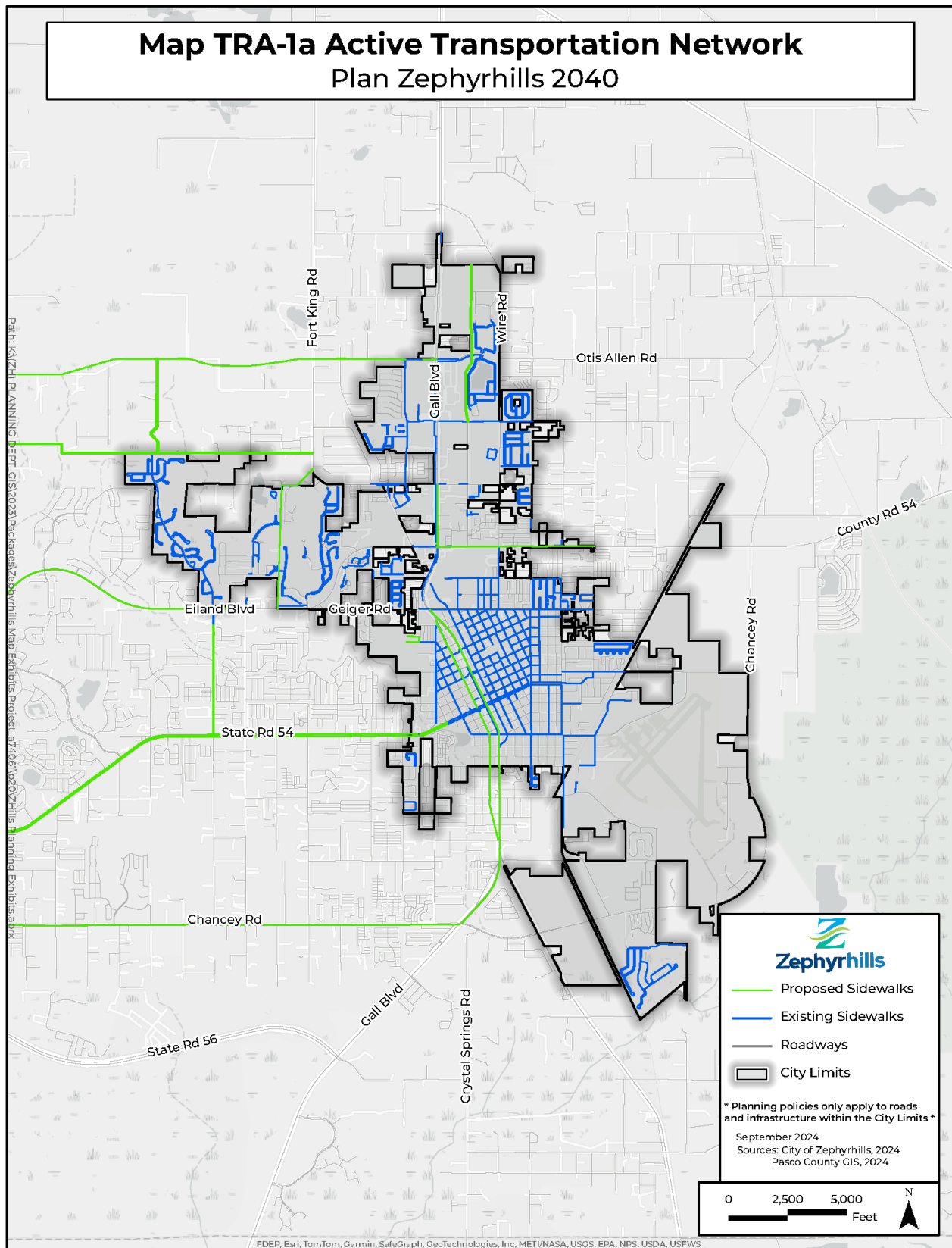
This section describes the transportation system serving the Zephyrhills area.

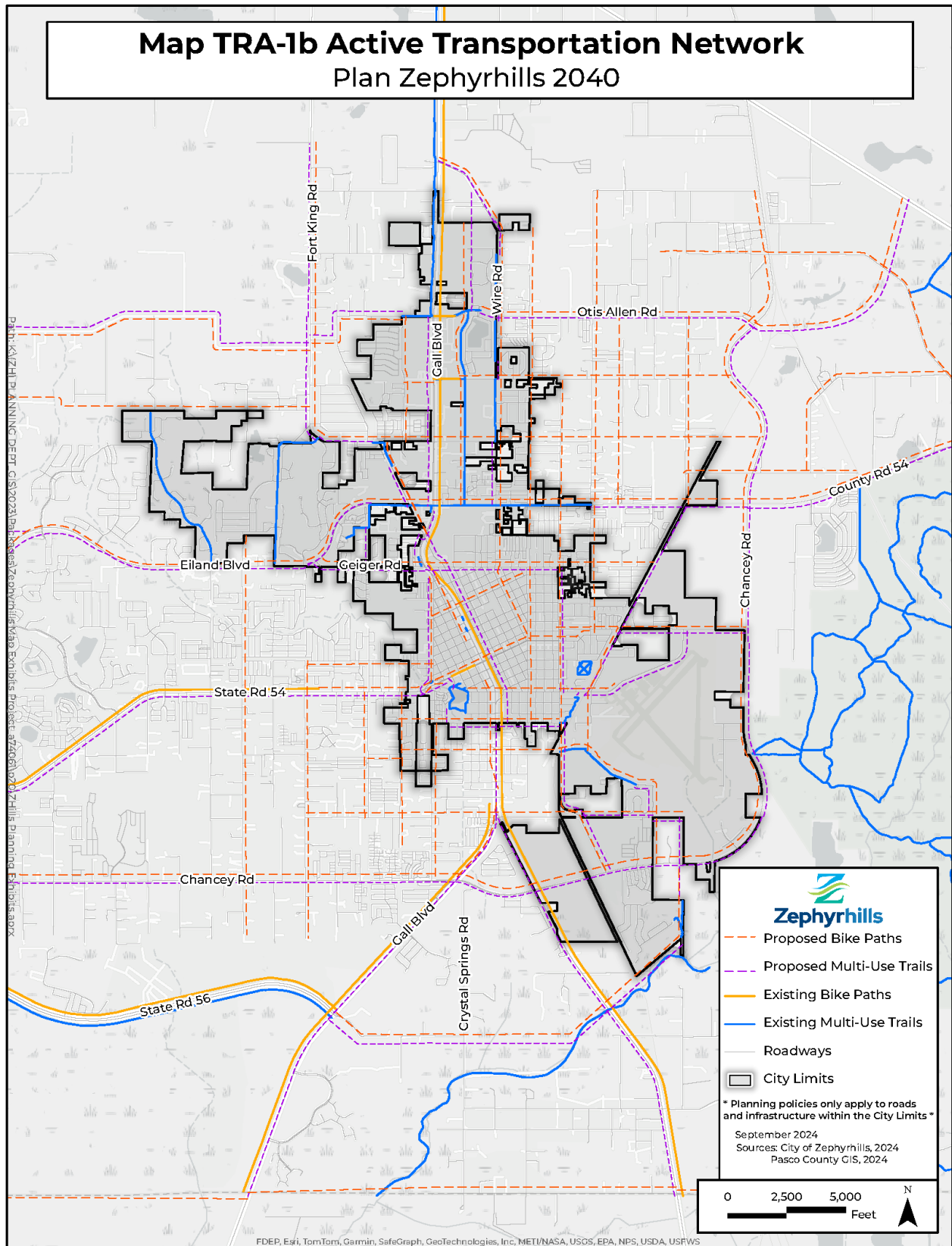
Active Transportation Network

Developing a network of walking and biking facilities has been the result of multiple efforts undertaken by the City of Zephyrhills, Pasco County, and the Pasco County MPO. These efforts have resulted in construction of sidewalks, bike lanes, and multiuse trails.

Maps TRA-1a and TRA1b on pages 11 and 12 depict the existing active transportation facilities in the city as well as remaining network gaps.

⁵ Inflow/outflow job counts, OnTheMap Longitudinal Employer-Household Dynamics ([LEHD](#)) Program, US Census Bureau, 2021.





Transit Network

The Pasco County Public Transportation service GOPASCO provides fixed-route and paratransit service in locations throughout the county. GOPASCO maintains 11 fixed routes that cover the county from Wesley Chapel to Zephyrhills to Dade City in East Pasco and Holiday to New Port Richey to Hudson to Shady Hills in West Pasco. Five routes provide regional connections.

Zephyrhills is served by two GOPASCO routes. As shown in **Map TRA-2** on page 14, Route 30 operates primarily between Zephyrhills and Dade City and Route 54 provides east-west connection to US 19, south of New Richey. Route 30 and Route 54 provide overlapping service in the Downtown Zephyrhills area. Bus service is operational from 5:30 a.m. to 8 p.m. on weekdays and from 7 a.m. to 7 p.m. on Saturday.

On-demand transit service and paratransit are available upon request to those with mobility impairments, disabilities, or residents who qualify as transportation disadvantaged.

Thoroughfare Network

Map TRA-3 on page 15 shows the thoroughfare network in Zephyrhills and outlines the functional classification of roads and streets.

THOROUGHFARE FUNCTIONAL CLASSIFICATION

Functional Classification is a system used to categorize roads and streets based on their intended function in the overall transportation network. This classification system informs how thoroughfares are designed, managed, and prioritized according to their role in facilitating traffic flow, access to land uses, and connectivity across urban and rural areas. The

primary categories in a thoroughfare functional classification system are:

- *Arterials*: Roads that primarily serve longer-distance, higher-speed traffic. They are designed for mobility rather than access, meaning they focus on moving traffic efficiently from one area to another.
- *Collectors*: Collector roads balance between providing mobility and land access. They connect local streets with arterial roads and often serve local traffic, distributing it to higher-order roads.
- *Streets*: Streets primarily provide access to adjacent properties rather than focusing on moving traffic long distances. They carry lower traffic volumes and usually have slower speeds.

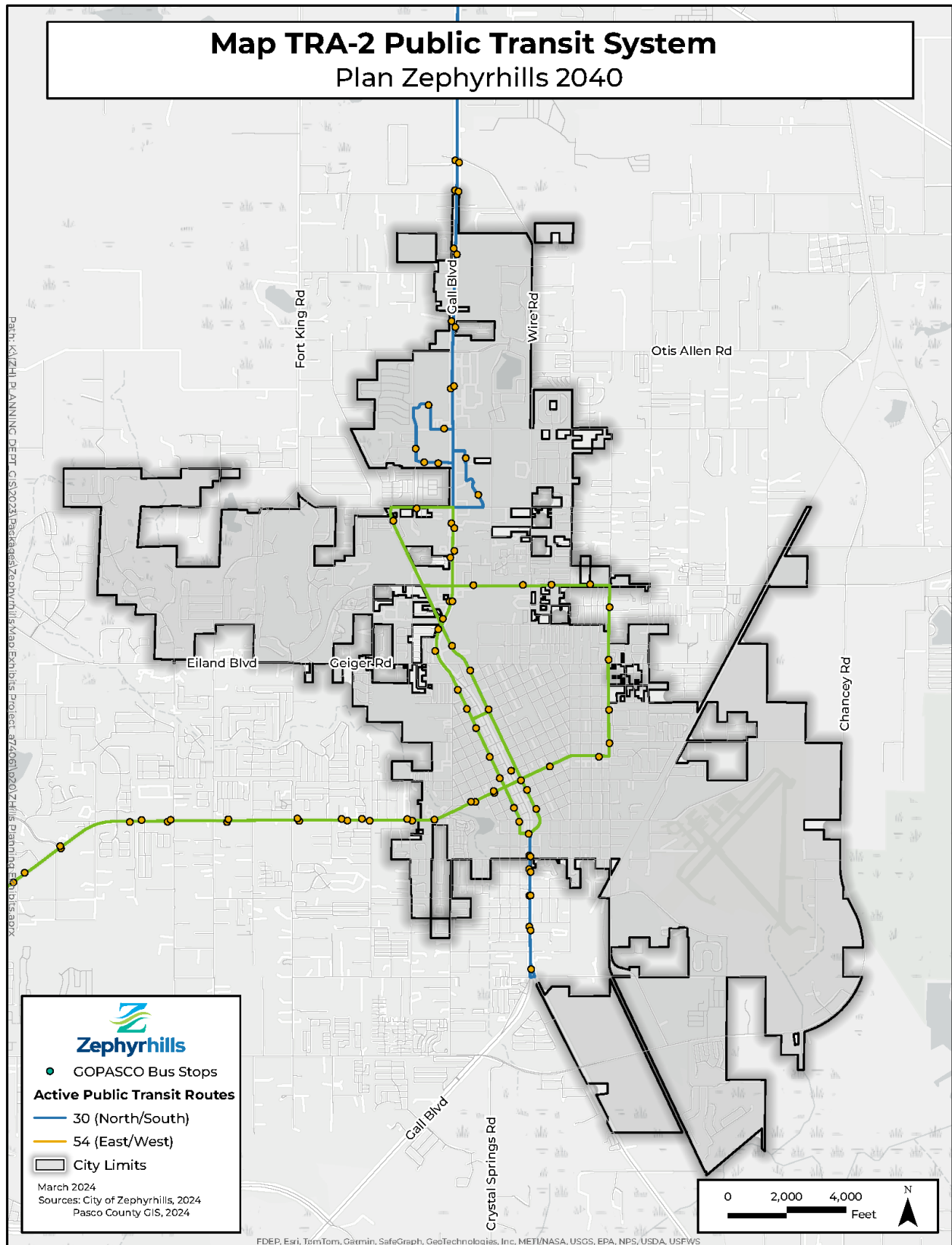
An informal thoroughfare classification is “stroad”, a blend of “street” and “road”. Stroads, typically multi-lane corridors, are thoroughfares that try to accommodate both high-speed traffic and direct property access. This combination of roles often leads to inefficient traffic flow, an unsafe environment for drivers, pedestrians, and cyclists, and a poor economic return on infrastructure investments.

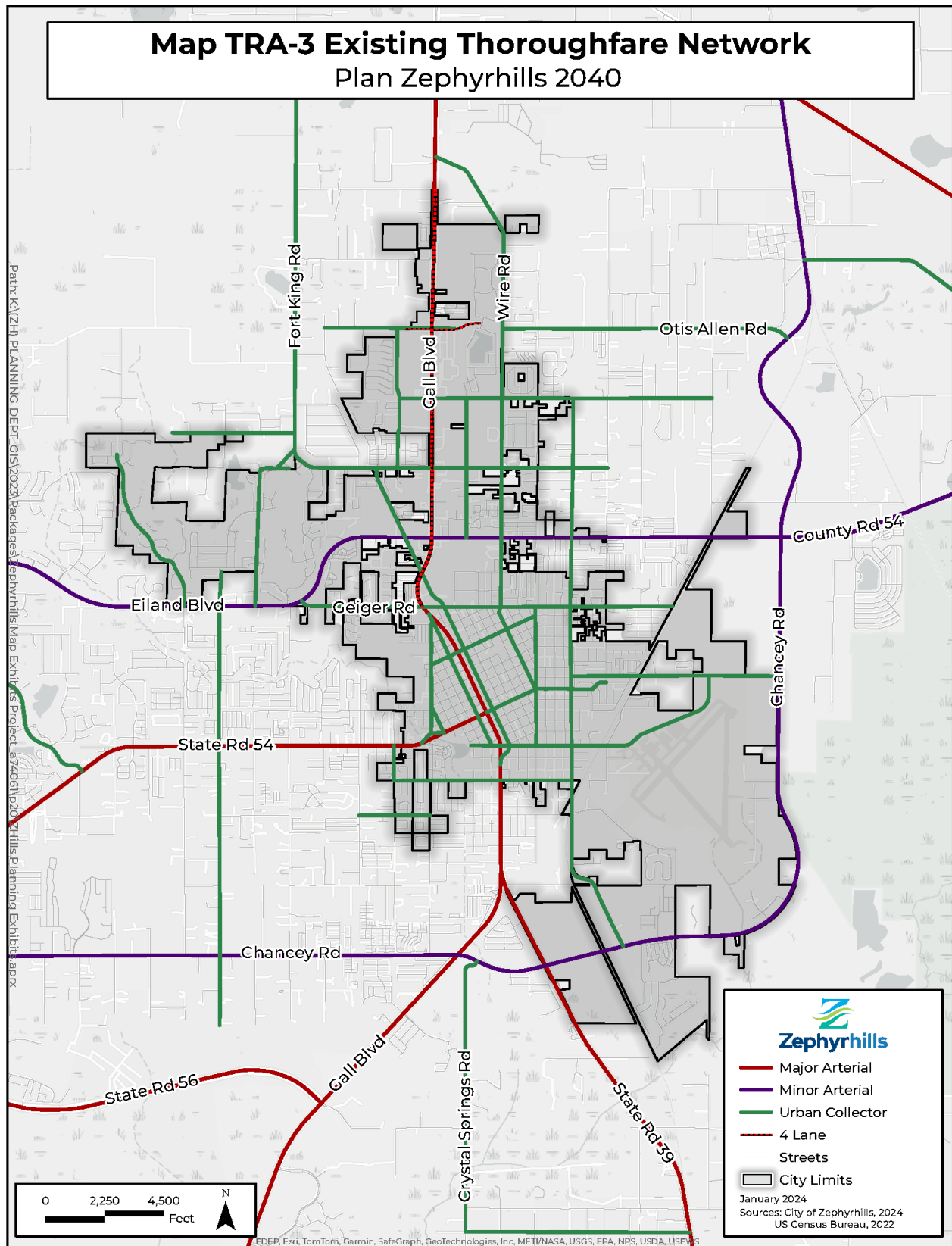
THOROUGHFARE LEVEL OF SERVICE

According to the Pasco County MPO 2045 Long Range Transportation Plan (LRTP)⁶, arterial and collector roads in the city operate at an acceptable level of service, which is level of service “D” during p.m. peak hours. The level of service tables in the LRTP, dated April 2020, show acceptable levels of service on Zephyrhills roads through year 2045.

Note: FDOT maintains the regional travel demand model which informs the MPO’s level of service projections. The latest model is based on data from the 2020 decennial census (released 2021). New model outputs are needed for assessing future transportation needs and system performance.

⁶ [Appendix 8.6 Needs Plan Level of Service Report](#), Pasco County MPO Mobility 2045 Long Range Transportation Plan.





General Aviation

The Zephyrhills Municipal Airport (ZPH) is a transportation asset owned and operated by the City of Zephyrhills, located approximately 26 miles northeast of Tampa. As a public-use airport, ZPH plays a role in the transportation network, supporting both aviation operations and economic development within the region.

INFRASTRUCTURE AND OPERATIONS

ZPH is equipped with two paved runways designed to accommodate a variety of aircraft operations. Runway 01/19 measures 6,200 feet in length and 100 feet in width. Runway 05/23 measures 5,000 feet in length and 100 feet in width. Both runways are capable of servicing aircraft up to 60,000 pounds.

The airport handles approximately 50,000 annual operations and serves as the base for approximately 100 aircraft. ZPH's infrastructure supports a diverse range of aviation activities, including corporate and recreational flying, aircraft maintenance, and skydiving.

Situated on airport property, the 80-acre Zephyrhills Airport Industrial Park hosts a variety of businesses, including manufacturers, retailers, and service providers, serving as a hub for aviation-related commerce.

ZPH also serves as a focal point for community events, including a major annual festival that draws significant local and regional participation. The airport also supports internationally recognized skydiving operations, contributing to Zephyrhills' reputation as a premier location for skydiving instruction and experiences.

In 2023, the airport received \$6.6 million in state funding for significant infrastructure enhancements, including the construction of a new Fixed-Base Operator building, a new taxiway, and two additional hangars. These improvements are designed to expand ZPH's capacity to accommodate both corporate and recreational aircraft, reinforcing Zephyrhills a

prime destination for corporate aviation, skydiving, and other recreational aviation activities. These developments align with the City's broader economic strategy to leverage Zephyrhills' unique assets to attract new employers and create well-paying jobs within the community.

LAND USE COORDINATION

The City is committed to ensuring that development around ZPH is compatible with aviation operations and does not hinder future airport expansion. This involves careful coordination of land use to prevent incompatible structures and activities that could pose risks to aviation safety. This includes safeguarding airspace and preserving open areas critical for safe aircraft approaches and departures, in alignment with Federal Aviation Administration (FAA) guidelines and the long-term development blueprint outlined in the Airport Layout Plan (ALP), last updated in 2014.

A comprehensive update to the Airport Master Plan is programmed for fiscal year 2026/2027, ensuring that ZPH continues to meet the evolving needs of the aviation community and supports the City's economic development goals.

Rail

CSX Transportation owns and operates two S Line rail subdivisions traversing the Zephyrhills Industrial Corridor, playing a vital role in the city's transportation network. A rail subdivision refers to a specific segment of the larger CSX rail network. In Zephyrhills, these subdivisions offer freight movement options for industrial businesses, providing logistical advantages:

- Vitus Subdivision intersects the northeastern portion of the Zephyrhills Industrial Corridor for approximately two miles.
- Yeoman Subdivision extends through the western portion of the corridor for about

6.25 miles, notably providing direct rail access to portions of the Zephyrhills Airport Industrial Park, a strategic asset for businesses operating within the park.

These rail lines offer adjacent manufacturing companies efficient and cost-effective freight options and connectivity to Port Tampa Bay, the CSX Central Florida Intermodal Logistics Center in Winter Haven, and growing consumer markets in Central Florida.

RAIL ACCESS AND INFRASTRUCTURE INVESTMENT

Expanding or rehabilitating spur tracks to these subdivisions can be costly. CSX actively manages its rail network, including the systematic removal of inactive spur tracks, ensuring the system remains optimized for



Speeding is the leading cause of crashes, putting lives at risk every day.

active freight operations.

BENEFITS TO THE TRANSPORTATION SYSTEM

CSX rail infrastructure complements the city's overall transportation system by offering a reliable and efficient means of transporting bulk materials and finished products. Rail transport helps reduce the reliance on trucks, alleviating congestion on city thoroughfares and minimizing wear and tear on the road infrastructure. This not only supports local businesses but also enhances the overall sustainability of the city's transportation system.

ENHANCING INDUSTRIAL COMPETITIVENESS

The integration of CSX rail lines within the Zephyrhills Industrial Corridor strengthens the city's appeal as a prime location for industrial investment. Access to cost-effective and reliable freight transportation allows businesses to manage large-scale operations efficiently, connecting to regional, national, and international markets. These logistical advantages position Zephyrhills as a competitive hub for industrial and economic growth.

3. Transportation and Mobility Needs

This section outlines the key transportation and mobility needs identified through the data analysis and community input discussed in Section 2 Planning Context.

Traffic Safety

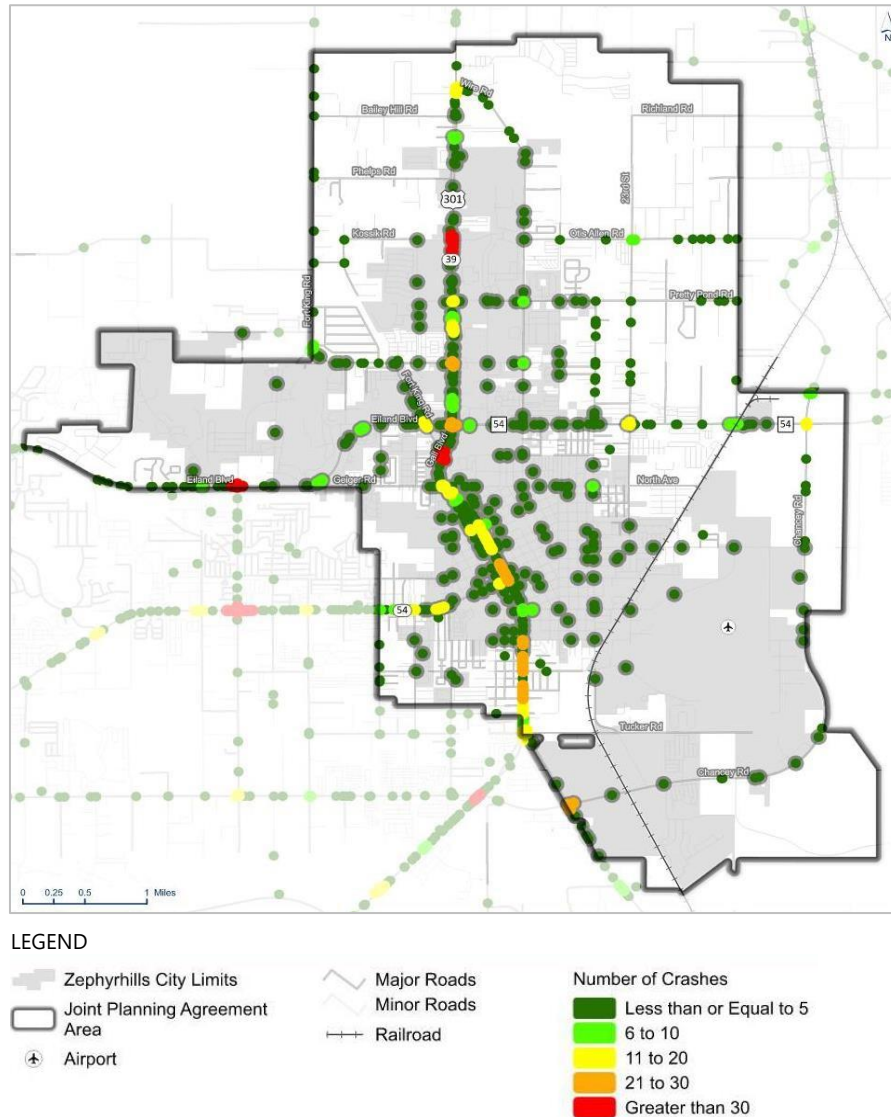
Figure TRA-7 and **Figure TRA-8** on the next page identify crash locations in the city and Joint Planning Area from 2018 to 2022. A crash involves a vehicle that results in property damage, injury, or death, including those involving people walking or biking.

The highest risk crash locations, those with greater than three fatality or severe injury crashes, are the segments of US 301 at Wire Road, Corey Street, Palm Grove Drive, Tucker Road, and Chancey Road and where Old Lakeland Highway meets Lynbrook Drive.

Multimodal Transportation Options

Multimodal transportation options ensure that everyone has access to safe and affordable means of travel, enabling them to fully engage in society and realize their potential.

Expanding and promoting mobility options such as walking, biking, and public transit offers numerous community benefits. These

Figure TRA-7 Crash Locations, 2018-2022.

Source: FDOT Crash Data Management System, February 8, 2024.

Figure TRA-8 High-Frequency Crash Locations, City and Joint Planning Area, 2018-2022.

Facility	Crossroad/General Location	Crash Frequency
US 301	Kossik Rd	>30 crashes
	Daughtery Rd	21-30 crashes
	Eiland Blvd/CR 54	21-30 crashes
	Fort King Rd	>30 crashes
	5 th Ave to 8 th Ave	21-30 crashes
	C Ave to Corey St (south of city boundary)	21-30 crashes
	Chancey Rd	21-30 crashes
Eiland Blvd	Coats Rd	>30 crashes

Source: FDOT Crash Data Management System, February 8, 2024..

modes encourage active lifestyles, support public health, generate less pollution, use less energy, and are more cost affordable as compared to driving. Diversifying transportation options can also reduce traffic congestion by decreasing the number of single-occupancy vehicles on thoroughfares.

Additionally, better public transit routing, frequency, and infrastructure would improve the mobility of many residents who do not drive due to age, physical ability, income status, or other reasons.

Traffic Congestion

Traffic congestion “Hot Spots” and “Hot Zones” where congestion is most extreme are shown in **Figure TRA-9**. These areas are concentrated along key commercial corridors and major intersections, leading to frequent delays and reduced mobility, negatively impacting both residents and businesses.

To alleviate congestion, the City has identified a Bypass Loop Road concept that would utilize existing arterial roads (see **Map TRA-4** on page 21). This facility is envisioned to divert regional traffic away from congested areas, reducing the load on the in-town street network and improving connectivity between regional destinations.

Freight Movement

As the City seeks to expand its manufacturing base, addressing freight movement needs will be critical to supporting economic growth and ensuring efficient goods movement. Key freight corridors and intersections will need to be upgraded to handle larger volumes of freight traffic safely and efficiently. Addressing congestion and crash hot spots on freight corridors is critical for improving traffic flows and reducing travel times. In addition, freight movement needs must be balanced to minimize impacts on residential areas and other sensitive land uses.

Transportation and Land Use Coordination

As Zephyrhills continues to grow, collaboration between the City and Pasco County is vital. Effective coordination will ensure that growth is managed in alignment with the community’s development vision, avoiding inefficient sprawl and promoting a more sustainable land-use pattern that supports multimodal transportation and cost-effective public service delivery.

Joint Planning Area

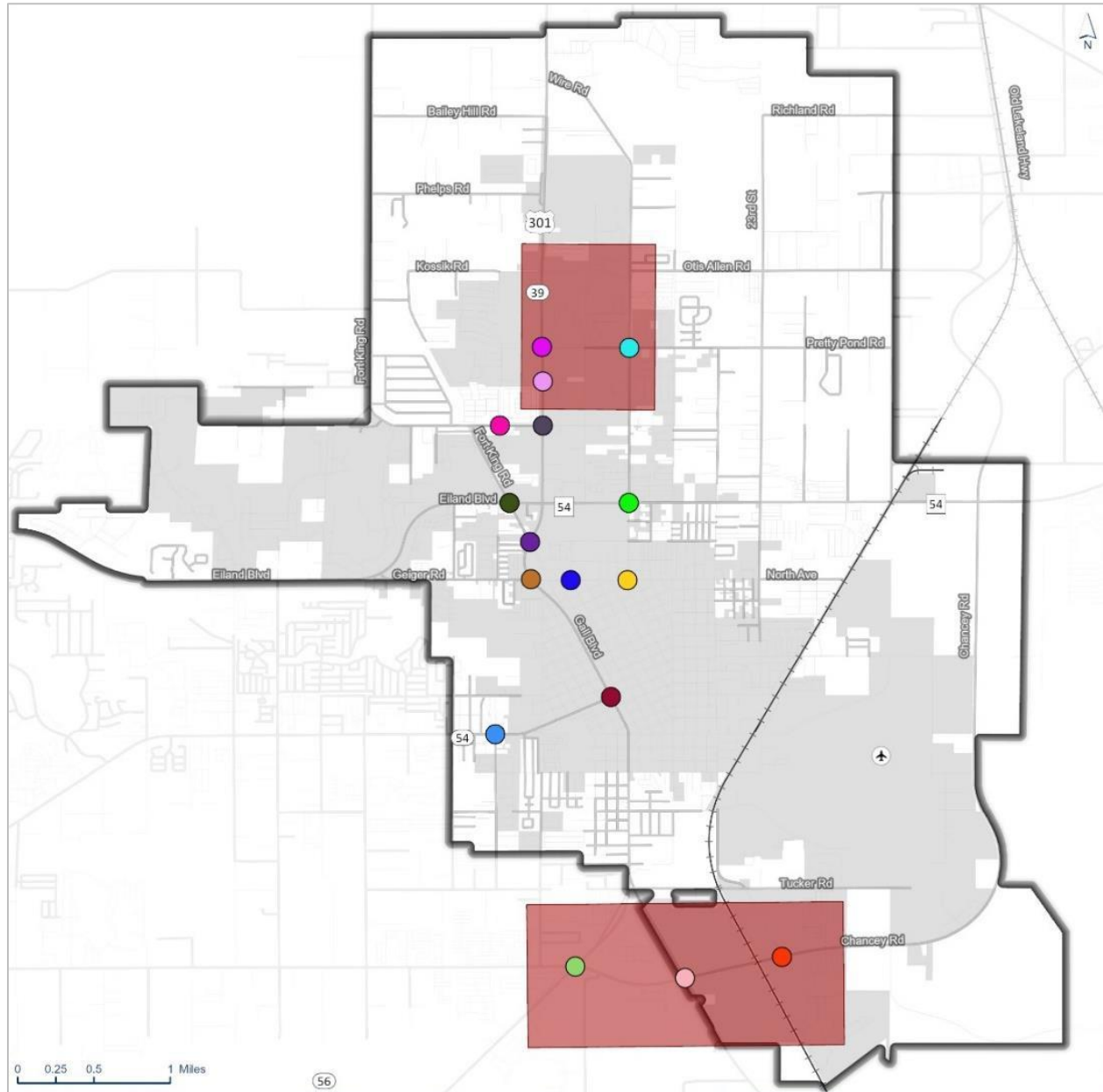
The Joint Planning Area serves as the interface where the development visions of both the City and County converge. Coordinating planning efforts in this area ensures that these local governments work toward shared goals, preventing disjointed development patterns that can strain infrastructure and create long-term challenges.

A regional planning approach to transportation and land use within the Joint Planning Area can help both the City and County to optimize infrastructure investments, support multimodal transportation, and preserve natural ecosystems and valued rural landscapes.

Sprawl Pattern Development

One of the key challenges facing the City is the tendency toward low-density, car-dependent sprawl, which leads to higher infrastructure costs, traffic congestion, and reduced walkability. Sprawling development increases household transportation costs, especially for lower-income residents, by requiring reliance on cars and longer commutes. This reduces quality of life, limits access to services, employment centers, and recreational opportunities, and increases stress due to extended travel times and limited mobility options. Addressing these issues is essential for enhancing the city's livability and transportation efficiency.

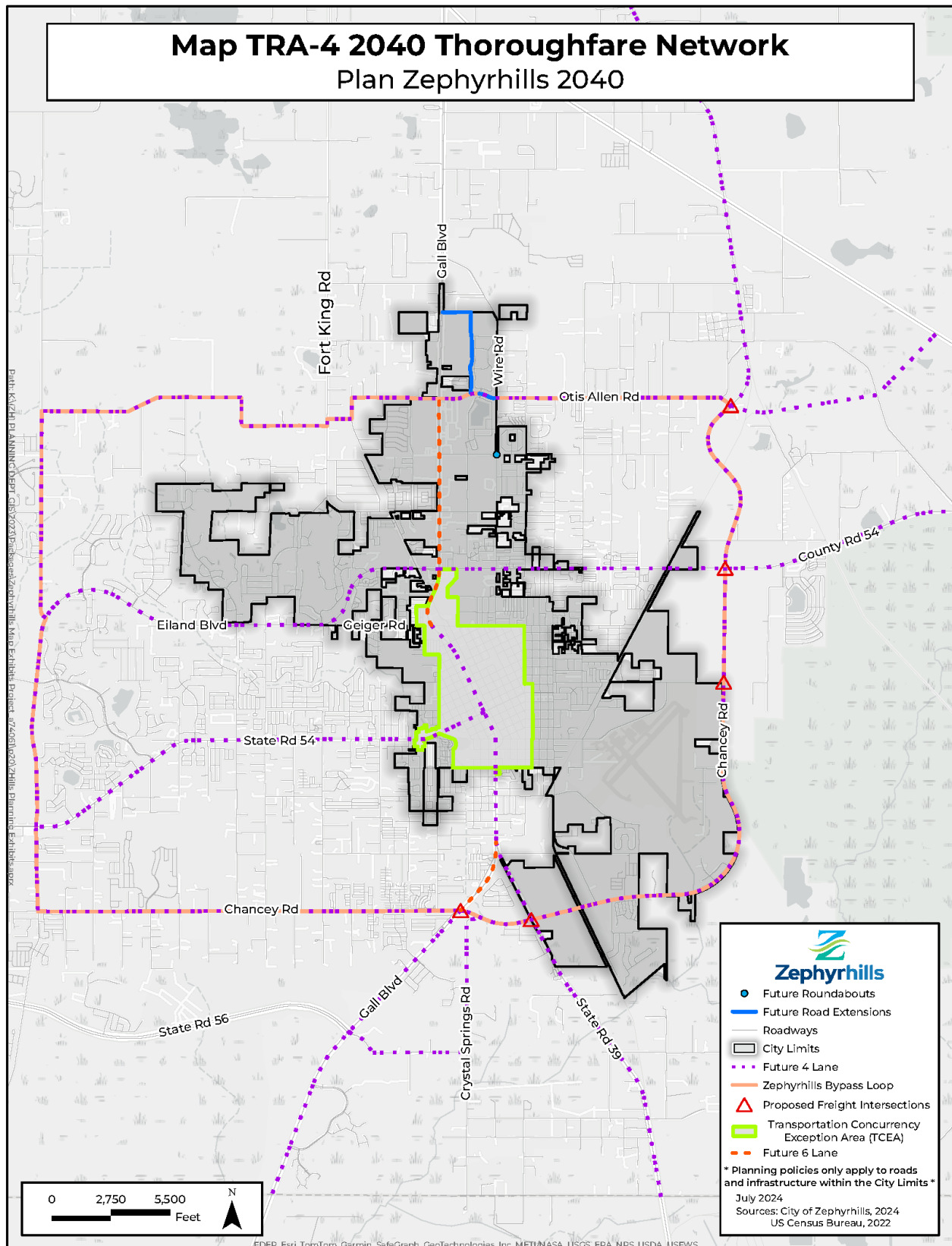
Figure TRA-9 Congestion Hot Spots, 2024.



LEGEND

Zephyrhills City Limits	5th Ave (SR 54) & Court St	Pretty Pond Rd & Wire Rd	US 301 & Medical Arts Court
City-County Joint Planning Area	CR 54 & Wire Rd/12th St	SR 39 & Chancey Rd	US 301 & Pretty Pond Rd
Hot Zone	Copeland Dr & Chancey Rd	US 301 & 5th Ave (SR 54)	
	Eiland Blvd & Fort King Rd	US 301 & Chancey Rd	
	Greenslope Dr & Daughtery Rd	US 301 & Daughtery Rd	
	North Ave & 8th St	US 301 & Fort King Rd	
	North Ave & 12th St	US 301 & Geiger Rd	

Source: FDOT Crash Data Management System, February 8, 2024.



4. Plan to Meet Needs

The strategies highlighted in this section represent the community's highest priorities for ensuring that the transportation network evolves in a way that is both responsive to current demands and adaptable to future growth. The complete set of strategies to achieve the community's transportation and mobility goal is identified in the goal, objective, and policy statements in Section 5.

Traffic Safety Countermeasures

A traffic safety countermeasure is any action, strategy, or intervention implemented to reduce the risk of traffic crashes, mitigate their severity, and enhance the overall safety of users.

Complete Streets

Align City design standards with State and National guidelines for Complete Streets.

Street design has evolved significantly since the 2003 release of "A Citizen's Guide to Better Streets"⁷, which advocated for streets designed for all users, not just vehicles. The development of Complete Streets policies at the local, state, and federal levels grew quickly thereafter.

The Florida Department of Transportation updated the Florida Design Manual (FDM) to include Complete Streets principles. Cities and counties in Florida have followed suit by adopting Complete Street policies and implementation plans.

Currently, Article VII of the City of Zephyrhills Land Development Code incorporates the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (the "Green Book").



Complete Streets are designed to fit their unique context, balancing safety and accessibility for all users.

While the FDM and Green Book are complementary, the Green Book provides foundational standards, while the FDM offers more detailed and specific guidance on advanced design practices and modern innovations. The Green Book focuses on ensuring that all designs meet basic safety and operational standards. The FDM includes more comprehensive guidance on context-sensitive and multimodal design, reflecting current trends in transportation planning.

The National Association of City Transportation Officials (NACTO) Street Design Guidelines provide best-practice standards and recommendations for designing safe, efficient, and inclusive streets in urban contexts to support vibrant, urban places.

POLICY REFERENCE

TRA 1.7.2. Complete Streets Design Standards.

⁷ [A Citizen's Guide to Better Streets: How to Engage Your Transportation Agency](#), Gary Toth, Project for Public Spaces, 2008, revised.

Safety Plan and Projects

Prepare and implement a Comprehensive Safety Action Plan

The Safe Streets and Roads for All (SS4A) Program offers Planning and Demonstration Grants⁸ to support the development of Comprehensive Safety Action Plans. These plans are designed to identify transportation safety issues and propose effective safety countermeasures. Aligned with the U.S. Department of Transportation (USDOT) National Roadway Safety Strategy, the SS4A Program aims to achieve zero roadway deaths through a Safe System Approach.

Safety countermeasures supported by the SS4A Program can vary widely, from straightforward, cost-effective improvements, such as upgrading road signs or adjusting traffic signal timings, to more involved infrastructure changes, including redesigning intersections or implementing traffic-calming measures. The primary objective is to address the root causes of crashes, whether they stem from human behavior, road design, or environmental factors, and foster a safer transportation environment.

The SS4A Program, currently funded through 2026, also funds safety projects through Implementation Grants.



Safety countermeasure to address a high-frequency crash location.

POLICY REFERENCE

TRA 1.3.5. State and Federal Funding for Transportation Safety and Infrastructure

Walk/Bike Infrastructure

By providing interconnected and well-maintained pathways, walk/bike infrastructure supports active transportation, reduces reliance on motor vehicles, encourages physical activity, and fosters a more connected and vibrant community.



The sidewalk is often our first step toward independence—where we learn to walk, ride a bike, and navigate on our own in the world.

Sidewalks

Prioritize, fund, and construct sidewalk projects designed to address safety needs and network gaps.

The City has significantly increased investments in sidewalk projects in recent years, reflecting its commitment to providing safe walking infrastructure and connectivity to schools, parks, and other key destinations. Over the past two years, the city has successfully completed eight miles of new sidewalks, with additional budget allocations planned for sidewalk projects in the coming years.

POLICY REFERENCE

TRA 1.6.1. Active Transportation Network

⁸ [Safe Streets for All Grant Program, USDOT.](#)



Greenway trails are attractive to a wide range of users, from nature lovers to fitness enthusiasts.

Greenway and Multiuse Trails

Plan and implement a network of greenways and multiuse trails that support active transportation, recreation, and connectivity to parks, preserves, and centers within the city and region.

Greenway and multiuse trails have broad appeal for their ability to:

- Attract diverse users, from recreational enthusiasts to everyday commuters
- Enhance walk/bike connectivity between neighborhoods, parks, schools, workplaces, and commercial centers
- Promote health and wellbeing by supporting active lifestyles and recreation
- Conserve natural landscapes, biodiversity, and ecological connectivity
- Support local and regional sports- and eco-tourism initiatives
- Enhance the attractiveness of the city for business and residential relocations

A *greenway trail* is a type of pathway that runs through a greenway, which is a protected linear corridor of natural or landscaped open space designed to connect larger areas of open space and provide wildlife habitat. A greenway trail can be paved or unpaved.

A *multiuse trail* is another pathway type designed for walking and biking. Multiuse



This bus stop is accessible from the sidewalk and provides seating and shelter for waiting bus riders.

trails can be located in a variety of settings to serve different needs and purposes. These trails can run along streets, waterways, and rail corridors and through parks, open spaces, and campuses. Multiuse trails are usually paved and maintained to support active transportation.

TRA 1.6.1. Active Transportation Network

TRA 1.7.10. Greenway Trails Partnerships

Public Transit

Public Transit Infrastructure

Collaborate with GOPASCO to upgrade bus stops in Zephyrhills, enhancing safety, accessibility, and comfort for bus riders throughout the city.

This strategy involves upgrading existing bus stops to include modern amenities such as covered waiting areas, comfortable seating, and lighting, where appropriate, to better serve current riders and attract new riders. Ensuring that all bus stops are accessible from the sidewalk network is essential for accommodating people with disabilities. Additionally, integrating secure bicycle racks at bus stops in key locations will support multimodal commutes.

POLICY REFERENCE

TRA 1.5.8. Transit Accessibility

TRA 1.6.3. Bicycle Parking

Thoroughfare Capacity Projects

These strategies involve transportation infrastructure alterations that aim to increase the traffic capacity of the road network. Capacity projects may include one or more of the following treatments:

- Expanding the number of travel lanes to increase vehicular throughput
- Upgrading intersections with additional turn lanes, better signalization, or roundabouts to reduce congestion
- Coordinating signals along a corridor to improve traffic flow and reduce delays
- Controlling the placement of driveways, medians, and turn lanes to minimize conflicts between through traffic and local access
- Adding facilities for walking, biking, and transit to accommodate non-car trips

Capacity projects are typically pursued to address safety, congestion, and planned growth and development.

Bypass Loop Road

Collaborate with transportation partners to upgrade existing arterial roads that generally encircle the City of Zephyrhills to help manage traffic demand, increase safety, and support multimodal mobility.

The Bypass Loop Road concept is depicted on **Map TRA-4**. The Bypass Loop Road concept offers a long-range solution to managing increasing traffic volumes resulting from regional growth, while helping to reduce congestion within the Zephyrhills Community Redevelopment Area. By diverting regional traffic away from the city's core and onto the Bypass Loop Road, the strain on the city's historic street grid would be lessened, potentially eliminating the need for additional travel lanes within the city's historic street grid. Envisioned features of the Bypass Loop Road include:

- Four bidirectional travel lanes with a center median
- Dedicated multimodal facilities for walking, biking, and public transit, including a continuous multiuse trail
- Access management, such as limited driveway access, controlled entry points, and frontage/reverse frontage roads, where appropriate
- Shade trees and landscaping

Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

TRA 1.1.9. Planning Studies

TRA 1.2.2. Transportation Concurrency Exception Area

TRA 1.3.2. Advancing Regional Projects

TRA 1.6.9. Freight Movement

TRA 1.8.1. Innovative Transportation Infrastructure

Map TRA-4 2040 Thoroughfare Network (policy map)

Chancey Road/Old Lakeland Highway

Widen and modernize Chancey Road/Old Lakeland Highway within the Zephyrhills Industrial Corridor to enhance safety and facilitate freight movement.

This conceptual project, which extends from SR 39 to Otis Allen Road, is part of the Bypass Loop Road concept depicted on **Map TRA-4**. The strategy focuses on transforming the road into a four-lane, multimodal arterial to support local industrial businesses and regional traffic. An integrated system of frontage/reverse frontage roads would further enhance safety and traffic flows.

Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

TRA 1.4.3. Economic Development

TRA 1.6.8. Activity Centers

TRA 1.6.9. Freight Movement

Map TRA-4 2040 Thoroughfare Network (policy map)

County Road 54

Widen and modernize CR 54 to enhance safety, reduce travel delays, and provide connectivity to regional arterial roads.

This strategy involves widening CR 54 from US 301 to US 98 from two lanes to four lanes to support mixed traffic, including moderate truck traffic, people walking and biking, general traffic, and possibly transit vehicles. This project would provide direct connectivity to US 98, a four-lane state highway, as well as connectivity to the conceptual Bypass Loop Road via Old Lakeland Highway. Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

Objective TRA 1.5. Safety and Accessibility
Map TRA-4 2040 Thoroughfare Network (policy map)

Eiland Boulevard/Morris Bridge Road

Widen and modernize Eiland Boulevard/Morris Bridge Road to enhance safety and mobility.

This strategy involves widening Eiland Boulevard/Morris Bridge Road from US 301 to SR 56 from two lanes to four lanes to support mixed traffic, people walking and biking, and possibly transit vehicles. This project would provide direct connectivity to SR 56, a four-lane state highway, as well as connectivity to the conceptual Bypass Loop Road. Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

Map TRA-4 2040 Thoroughfare Network (policy map)

Integrated Transportation and Land Use

Integrated transportation and land use is the key to creating more connected, livable, and resilient neighborhoods and centers.

Joint Planning Area

Collaborate with Pasco County to effectively manage growth and development in the Joint Planning Area.

The City and County will continue to work together to promote Smart Growth principles and mitigate the negative effects of urban sprawl in the Joint Planning Area. By focusing on compact, connected development patterns in areas where public infrastructure and services already exist, both governments can reduce the financial burden of extending infrastructure and services to sprawling developments.

Intergovernmental collaboration should continue to refine and adopt the US 301 Model Development Code, developed by Pasco County and the cities of Zephyrhills and Dade City to implement the US 301 Corridor Land Use Vision and Transportation Strategy. The corridor extends from Kossik Road in Zephyrhills to the US 98 Bypass at 7th Street in Dade City. The Model Code includes specific zoning standards, public realm treatments, and design guidelines aimed at fostering connected development served by a multimodal transportation network.

POLICY REFERENCE:

TRA 1.4.1. Placemaking and Connected Places
TRA 1.4.2. Infill and Redevelopment

Community Redevelopment Area

Restore the city's historic street grid to a system of two-lane, bi-directional streets to enhance safety and mobility for all users and support walkable, urban development.

Prioritizing new development, including infill and redevelopment, to areas with infrastructure and services already in place, makes use of available capacity, maximizing the efficiency of public infrastructure investments. Leveraging the existing multimodal transportation network reduces the need for costly infrastructure expansions in areas lacking such amenities.

A critical mass of urban-scale development and transportation infrastructure and services enhances accessibility and connectivity, making

it easier for residents to use various modes of transportation.

- *US 301/Gall Boulevard Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *6th Street Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *7th Street Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *A Avenue Vision:* A two-lane, bi-directional Complete Street that crosses US 301/Gall Boulevard. This vision restores connectivity that the 6th and 7th Street one-way pair originally disrupted, allowing residents and businesses on either side to be more easily linked.

POLICY REFERENCES:

TRA 1.2.2. Transportation Concurrency Exception Area
Map TRA-4 2040 Thoroughfare Network (policy map)

Smart Corridor Design

Design transportation corridors with a clear purpose to create safe streets and efficient roads, not “stroads”.

A “stroad” is an inefficient hybrid that blends the high-speed function of a road with the frequent access and local interaction of a street, resulting in unsafe conditions for walking and biking, inefficient traffic flow, and negative land-use outcomes.

The anti-stroad principles listed below should be factored in transportation and land use decision making to promote traffic safety and efficiency and sustainable urban development:

- Clearly define the function of a thoroughfare as a street or a road and avoid mixing these functions within the same corridor.
- Limit direct access points on roads in favor of service roads or rear-access alleys for local access.



Source: [Stroad to Recovery, Balancing the needs of roads and streets](#) by Scott Rhode, *Alaska Business Magazine*, February 2024.

- Prioritize local connectivity on streets, with lower speeds and walk/bike-friendly infrastructure.
- Implement access management strategies, including medians, turn lanes, and intersection spacing to control access and maintain smooth traffic flow on roads and prevent chaotic mixing of high-speed traffic with local turning movements.
- Coordinate land use with transportation by encouraging mixed-use, walkable development adjacent to streets while ensuring higher-speed roads are separated from compact development patterns to discourage the introduction of car-dependent uses, which often lead to the creation of stroads.
- Accommodate multimodal infrastructure, reducing reliance on cars for short trips and supporting a more sustainable transportation system.

POLICY REFERENCE

TRA 1.2.2. Transportation Concurrency Exception Area
TRA 1.7.1. Context Classification System
TRA 1.7.2. Complete Streets Design Standards
TRA 1.7.3. Frontage and Backage Roads Systems
TRA 1.7.12. Street Design Standards
TRA 1.7.13. Access Management Standards

5. Goal, Objectives, and Policies

The Goals, Objectives, and Policies of the Transportation and Mobility Element outlines a strategic framework necessary to create a safe, efficient, and sustainable transportation system that meets the needs of our diverse and growing community. This element is designed to enhance connectivity, reduce congestion, and increase multimodal transportation options in support of quality of life for all residents both now and in the future.

Unless otherwise stated, the Goal, Objectives, and Policies apply to the City of Zephyrhills and its incorporated area.

Note: Images shown in this section are for illustration purposes only and do not represent City policy.

GOAL TRA 1. TRANSPORTATION AND MOBILITY

Our community is committed to developing and maintaining a smart, sustainable, multimodal transportation system that prioritizes safety, accessibility, and equity.

The transportation system will be responsive to the diverse needs of all residents, regardless of age, ability, income level, or location, and will support mobility, independence, and participation in economic, social, and cultural opportunities.

The transportation system will also serve to protect our natural environment and special places and support community health and economic vitality.

Most importantly, our community aims to achieve zero transportation-related fatalities and severe injuries in Zephyrhills.

Objective TRA 1.1. Needs Assessment

Identify current and long-range transportation network deficiencies in the context of the City's Future Land Use Map and the community's overarching vision to form the foundation for transportation planning and project development which enhance access and mobility.

POLICIES

It shall be the City's policy to:

TRA 1.1.1. Data-Driven Needs Assessment

Utilize data, including traffic volume data, crash data, travel behavior surveys, ridership statistics, and other available data, to identify issues, forecast transportation needs, and optimize resource allocation.

TRA 1.1.2. Community Engagement

Engage with the community to gather input and feedback on neighborhood-level and citywide transportation needs, priorities, and potential solutions.

TRA 1.1.3. High-Injury Network

Assess crash data to identify thoroughfares, intersections, and other parts of the transportation network where a disproportionate number of severe injuries and fatalities occur.

TRA 1.1.4. Sidewalk Inventory

Maintain a prioritized inventory of missing sidewalk links, detailing specific locations and infrastructure needs.

TRA 1.1.5. Bicycle and Pedestrian Count Data

In coordination with local and state transportation agencies, periodically collect bicycle and pedestrian count data to better understand use and demand for active transportation infrastructure.

TRA 1.1.6. Zephyrhills Mobility Plan

Align transportation planning and project development with the recommendations outlined in the Zephyrhills Mobility Plan addressing multimodal solutions for all users. Evaluate and update the mobility plan every five years or as needed.

TRA 1.1.7. Community Redevelopment Plan and Neighborhood Plans

Incorporate transportation needs identified in the Community Redevelopment Agency (CRA) Community Redevelopment Plan and neighborhood plans into the City's overall transportation strategy to ensure transportation improvements align with CRA redevelopment initiatives.

TRA 1.1.8. Congestion "Hot Spots"

Conduct traffic analyses to identify congestion 'hot spots' and develop targeted interventions to alleviate bottlenecks, such as intersection upgrades and signal timing optimization, while balancing the needs of pedestrians, cyclists, and transit users.

TRA 1.1.9. Planning Studies

Participate in planning studies conducted by local and state agencies to identify local and regional transportation needs, and to optimize existing facilities, resources, and community initiatives.

Objective TRA 1.2. Level of Service Standards

Ensure that the transportation system meets the needs of all users, maintains reliability, and supports sustainable growth by establishing Level of Service (LOS) standards and benchmarks to guide future infrastructure investments and policy decisions.

POLICIES

It shall be the City's policy to:

TRA 1.2.1. Vehicle-Trip Evaluation Standard

Apply the minimum vehicle-trip level of service (LOS) standard of "D" during peak hours for major and minor arterials and local streets to administer the City's concurrency requirements per Article V. Adequate Public Facilities, Land Development Code; monitor system performance; and implement transportation control measures, signal improvements, and management strategies to maintain or improve service levels.

TRA 1.2.2. Transportation Concurrency Exception Area

Designate the Zephyrhills Community Redevelopment Agency (CRA) Community Redevelopment Area as the Downtown/In-Town Transportation Concurrency Exception Area (TCEA). The TCEA is intended to facilitate infill development and redevelopment served by multimodal transportation infrastructure and services that support neighborhood livability and commercial area viability. The vision for traffic circulation within the TCEA is a system of bi-directional, two-lane thoroughfares (one through lane in each direction) with on-street parking.

Within the TCEA, all development shall be exempt from transportation concurrency requirements, provided traffic impacts are mitigated through transit, sidewalk, bicycle, and/or trail network enhancements; intermodal facilities; demand management programs; and/or other traffic management techniques. The following priorities shall guide transportation planning and investments within the TCEA:

- a. *Primary priority:* Ensure a safe, comfortable, and attractive pedestrian environment that provides an adequate level of mobility through walking, biking, and connections to transit services.

- b. *Secondary priority:* Support vehicle mobility where it does not compromise the primary priority of pedestrian, bicycle, and transit accessibility.

TRA 1.2.3. Person-Trip Evaluation Measure

Explore the use of a person-trip methodology to assess the transportation system's efficiency and safety in moving people across all travel modes and understand demand for non-motorized and public transportation options. A person trip refers to a single journey made by one person from an origin to a destination, encompassing all modes of transportation.

TRA 1.2.4. Bicycle Route Evaluation Measure

Explore the use of Level of Traffic Stress standards for categorizing existing and proposed bicycle routes based on predicted stress levels experienced by cyclists considering factors such as traffic volume, speed limits, lane width, and presence of dedicated bicycle facilities.

Objective TRA 1.3. Project Prioritization and Funding

Prioritize local projects and advocate for funding priority for regional projects that will yield the greatest community benefits in terms of enhancing safety, reducing vehicle miles traveled (VMT), and managing congestion.

POLICIES

It shall be the City's policy to:

TRA 1.3.1. Prioritization Criteria

Prioritize transportation projects and initiatives for capital improvements programming and budgeting processes using prioritization criteria that may include, but is not limited to, the following:

- a. Enhances the safety of all users by reducing the severity and frequency of crashes;

- b. Serves transportation disadvantaged populations including children, seniors, people with disabilities, and people without access to a motor vehicle;
- c. Serves neighborhoods that have limited or no public transit service or active transportation infrastructure and, as a result, may face significant challenges in reaching essential services, employment opportunities, educational facilities, and other vital destinations;
- d. Reduces vehicle miles traveled (VMT) and roadway congestion;
- e. Supports environmental sustainability by reducing energy consumption or noise, air, or water pollution;
- f. Enhances the resilience and adaptability of the transportation infrastructure to future challenges or technological advancements;
- g. Improves multimodal connectivity between key destinations such as job centers, educational institutions, healthcare facilities, and recreational opportunities;
- h. Furthers the community's long-term vision and strategic objectives, including infill development, redevelopment, and transit-oriented development in areas served by public facilities and services;
- i. Evaluates cost-effectiveness, ensuring that resources are used efficiently to achieve the greatest benefits;
- j. Leverages funding from state, federal, or private sources to maximize the impact of City investments; and
- k. Considers community engagement, ensuring that projects reflect the needs and preferences of the community.

TRA 1.3.2. Advancing Regional Projects

Coordinate and collaborate with local, regional, and state transportation agencies to advance regional transportation projects and

programs that further community goals and initiatives. These activities should include:

- a. Conducting joint studies and engaging the community to identify regional transportation needs and potential solutions;
- b. Developing conceptual projects, considering route options and physical, natural, cultural, and sociocultural impacts;
- c. Coordinating with the Pasco County Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT) to prioritize funding for projects of benefit to Zephyrhills in the MPO Transportation Improvement Program and FDOT Five-Year Work Program.
- d. Leveraging funding opportunities, including public-private partnerships;
- e. Preparing project development and environment studies;
- f. Establishing interlocal agreements or memorandums of understanding outlining roles, responsibilities, and financial commitments; and
- g. Advocating for regional projects to state and federal legislators.

TRA 1.3.3. Transportation Impact Fees

Periodically review and update the City's transportation impact fee program to reflect changing infrastructure needs, emerging transportation trends, and community priorities. Explore the potential to expand the transportation impact fee program to support improvements that promote overall mobility by funding a variety of enhancements beyond traditional road and intersection projects.

TRA 1.3.4. State and Federal Funding for Transportation Safety and Infrastructure

Pursue state and federal funding opportunities, such as the Highway Safety Improvement Program (HSIP) and the Safe

Streets and Roads for All (SS4A) grant program, to finance projects that enhance transportation safety, reduce the frequency and severity of crashes, and improve the overall transportation infrastructure and services within the city.

Objective TRA 1.4. Alignment with City Goals and Initiatives

Align transportation decisions and investments with City goals and initiatives to promote sustainable and resilient community development that enhances mobility, reduces traffic congestion, contributes to the community's economic competitiveness, and support positive community health outcomes.

POLICIES

It shall be the City's policy to:

TRA 1.4.1. Placemaking and Connected Places

Coordinate transportation planning with the land use plans and development policies, including the Comprehensive Plan Future Land Use Map and placemaking policies, to ensure the transportation network is well-integrated with existing and planned development patterns, providing seamless multimodal connectivity between neighborhoods and key community destinations.

TRA 1.4.2. Infill and Redevelopment

Coordinate transportation planning and investments with City infill and redevelopment plans to revitalize urban areas, accommodate housing for the growing population, and curtail the proliferation of urban sprawl in areas lacking public facilities and services. Support regional transportation projects designed to alleviate congestion within the Zephyrhills Community Redevelopment Area and reduce the need for widening the historic street grid.

TRA 1.4.3. Economic Development

Align transportation decisions with City goals and initiatives to foster vibrant, resilient activity centers, attract new businesses and business expansions, and expand and diversify local job opportunities:

- a. *Zephyrhills Community Redevelopment Area*: Create walkable urban environments and enhance public transit to improve downtown access, reduce traffic congestion, spur private investment, and attract businesses and residents.
- b. *Zephyrhills Industrial Corridor*: Prioritize efficient transportation networks and reliable freight corridors to enhance business operations, spur industrial development, attract manufacturing companies, and expand access to the labor pool.
- c. *Zephyrhills Municipal Airport*: Enhance the Zephyrhills Municipal Airport as a significant revenue source for the city's tax base, ensuring its long-term self-sufficiency. All land use and infrastructure decisions shall be coordinated with the Airport Layout Plan (ALP), Airport Master Plan, and business development objectives of the airport, including the Zephyrhills Airport Industrial Park.

TRA 1.4.4. Healthy Community

Integrate public health considerations into all transportation planning and investment decisions to achieve co-benefits such as enhanced safety, support for active transportation and physical fitness, improved access to parks, grocery stores, and healthcare facilities, and healthier living environments through reductions in air, water, and noise pollution, as well as urban heat islands.

TRA 1.4.5. Energy Conservation and Pollution Reduction

Create a more sustainable and environmentally friendly transportation system by supporting

walking, cycling, and public transit use; integrating micro transit and micro mobility solutions; and expanding the availability of charging stations and other supportive infrastructure for low-emission vehicles, when feasible.

TRA 1.4.6. Green Infrastructure

Integrate green infrastructure into capital improvements planning and transportation infrastructure projects, such as permeable pavements, street trees, bioswales, and rain gardens, to manage stormwater, reduce urban heat islands, enhance the aesthetic and functional value urban green spaces, and create inviting environments for walking and biking.



Bioswale green stormwater infrastructure.

Objective TRA 1.5. Safety and Accessibility

Reduce transportation network hazards to prevent crashes and improve accessibility to community destinations, making travel safer, convenient, and more comfortable for all users, including children, seniors, and people with disabilities.

POLICIES

It shall be the City's policy to:

TRA 1.5.1. Safe System Approach

Address roadway safety challenges through The Safe System Approach by the National Highway Traffic Safety Administration, which



Safe System Approach, [NHTSA](#)

prioritizes human life and well-being with the goal of achieving zero transportation-related deaths and severe injuries.

TRA 1.5.2. High-Injury Network

Assess and address hazardous conditions within the High-Injury Network (HIN) through targeted design improvements and interventions that are informed by community input.

TRA 1.5.3. Targeted Safety Campaigns

Partner with transportation, law enforcement, and public health agencies, emergency responders, local schools, employers, and others to develop and implement safety campaigns tailored to address traffic safety issues. Use coordinated messaging,

educational materials, and targeted interventions to raise community awareness and foster a culture of safety.

TRA 1.5.4. Street Lighting

Enhance visibility and safety by strategically deploying street lighting in key locations where potential conflicts between users are prevalent, such as intersections, crosswalks, and areas with high pedestrian and cyclist activity. A street lighting strategy involves:

- Pinpointing high-conflict areas using data analysis and community input;
- Prioritizing installation of appropriate lighting in high-conflict areas;
- Designing for adequate visibility without causing glare or other hazards to other users; and
- Engaging nearby communities and user groups to ensure lighting placement and design effectively address the safety concern and are supported by the community.

TRA 1.5.5. Speed Management

Enhance traffic safety and promote sustainable and equitable transportation options by implementing a proactive speed management strategy in collaboration with the Police Department experts. The Designing Streets for Kids by the National Association of City Transportation Officials (NACTO) provides the following strategy guidance:

- Design for safe speeds that naturally encourage lower speeds;



Curb extension speed management.



Reduced curb radii speed management.



Speed limit set to design speed.

- b. Establish speed limits that reflect the surrounding environment;
- c. Improve visibility at intersections and pedestrian crossings;
- d. Design frequent, convenient, well-lit, and clearly marked crossings;
- e. Combine educational campaigns with targeted enforcement to encourage compliance; and
- f. Continuously monitor traffic speeds and safety outcomes, adjusting strategies as necessary.

TRA 1.5.6. Intersection Daylighting

Create clear zones at intersection corners where necessary to increase sight lines, reduce the risk of collisions, and improve overall safety for all users. Daylighting can be achieved by no-parking zones, curb extensions, and bollards near intersections.



Daylighting with paint and flexible bollards.

TRA 1.5.7. Pedestrian Crossings

Create safer, more accessible pedestrian environments through street crossings that reduce pedestrian crossing distances, enhance visibility, and enhance accessibility for children, seniors, and people with disabilities. Placement and design considerations typically include:

- a. Shortened crossings (e.g., compact intersections, pedestrian refuge islands, curb extensions);

- b. Frequent spacing and alignment with key destinations;
- c. Traffic calming;
- d. Legibility (e.g., high-visibility markings in areas with high pedestrian volumes);
- e. Accessibility (e.g., ramps, at-grade crossings, and crossings raised to match the sidewalk level);
- f. Daylighting; and
- g. Signalization (e.g., high demand crossing locations and Leading Pedestrian Intervals).

TRA 1.5.8. Transit Accessibility

Coordinate with local and state transportation agencies to expand and improve public transit services and infrastructure in Zephyrhills including:

- a. Fixed-route transit service, paratransit options, micro-transit services, and other specialized services to increase service coverage, frequency, and reliability;
- b. Design and maintenance of bus stop infrastructure to be safe, comfortable, and barrier-free for people of all ages and abilities.

TRA 1.5.9. Universal Design

Incorporate universal design principles into all transportation infrastructure projects to ensure that the needs of all users are met from the outset, eliminating the need for adaptation or retrofitting.



Sidewalk and trail at grade with driveway.

Objective TRA 1.6. Interconnected Transportation Network

Develop an interconnected transportation system that seamlessly integrates roads, streets, sidewalks, bikeways, trails, transit, and other transportation services to enhance system efficiency and user convenience.

POLICIES

It shall be the City's policy to:

TRA 1.6.1. Active Transportation Network

Develop and enhance the active transportation network in Zephyrhills to support both mobility and recreational use. This network will incorporate sidewalks, bikeways, multiuse trails, and regional greenways, coordinated with the Pasco County Greenways, Trails, and Blueways Master Plan, emphasizing interconnectivity between neighborhoods, parks, schools, commercial centers, and regional destinations.

TRA 1.6.2. Complete Streets

Implement Complete Streets design principles into thoroughfare planning, design, construction, and operation/maintenance to ensure safe, convenient, and comfortable travel for users of all ages and abilities. Ensure all transportation facilities are accessible to individuals with disabilities by meeting or exceeding Americans with Disabilities Act (ADA) standards.



Trailside bicycle parking lot with bike repair station.



Wayfinding system signage.

TRA 1.6.3. Bicycle Parking

Install secure bicycle parking in strategic locations to encourage biking for short trips or as a means to connect with public transit, thereby increasing the use of cycling as a viable mode of transportation within the City's transportation network.

TRA 1.6.4. Wayfinding

Integrate wayfinding systems into the transportation network to support transitions between different transportation modes, promote a more interconnected and efficient



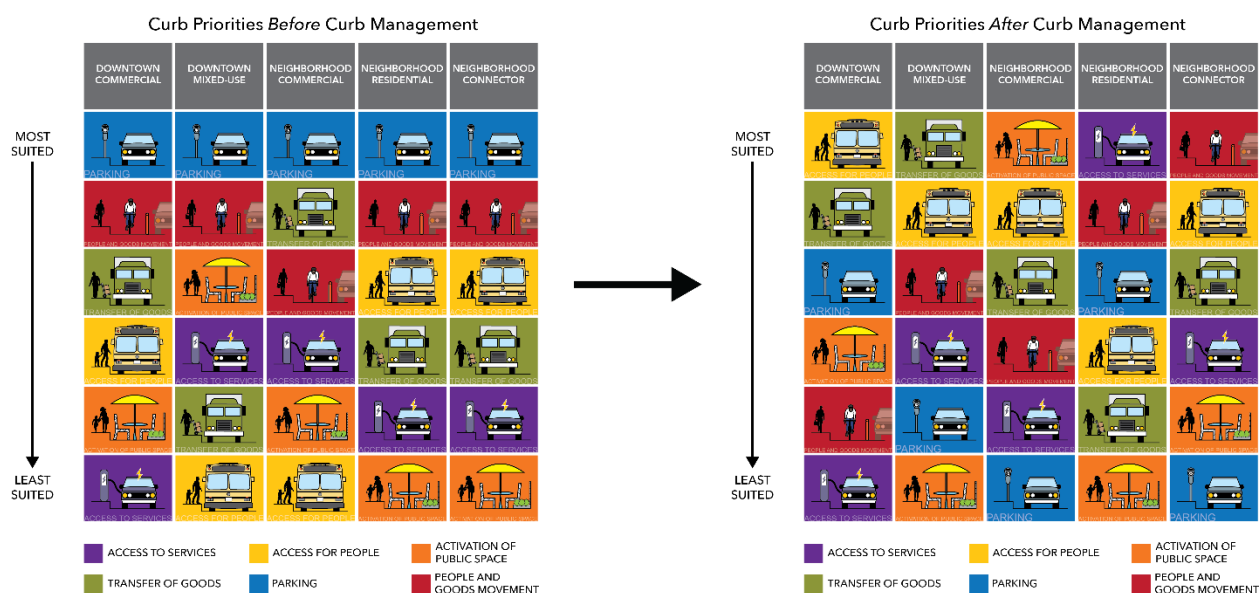
GoPasco bus service (Route 54).



Separated (contraflow) bicycle lanes.



Urban greenway trail.



transportation system, and enhance user experience.

TRA 1.6.5. Curb-Space Management

Explore curb-space management strategies that optimize the edge where movement meets access to enhance the efficiency and convenience of the multimodal transportation system. Examples of curb space uses include a vehicle travel lane, parking, pick-up/drop-off zones for people and goods, freight delivery, outdoor dining, bicycle lanes, and bus lanes.

TRA 1.6.6. Micro-Transit Service

Explore the feasibility of implementing an on-demand, point-to-point micro transit service that complements existing transit infrastructure to provide City residents and visitors with a convenient, flexible transportation option for short trips.

TRA 1.6.7. Dade City-Zephyrhills Connector

Collaborate with the City of Dade City and transportation agency partners to explore the feasibility of establishing a trolley service connecting downtown areas to alleviate traffic and parking congestion, reduce emissions,

enhance tourism, foster business partnerships, and promote regional collaboration.

TRA 1.6.8. Activity Centers

Maximize multimodal connectivity within and between activity centers including the Zephyrhills Community Redevelopment Area and Zephyrhills Industrial Corridor.



Micro-transit service in Downtown Dunedin.



Intersection Concept, Freight Design Guidelines, Strategic Freight Plan, FDOT District 7.

TRA 1.6.9. Freight Movement

Coordinate with state, regional, local, and private transportation agencies to facilitate safe and efficient freight movement and accessibility to support industrial uses in the Zephyrhills Industrial Corridor. Advocate for the upgrade and expansion of transportation infrastructure, such as roads, intersections, rail connections, airport facilities, and transit facilities, to support these efforts. Participate in regional freight movement planning studies and advocate for projects that are aligned with the competitiveness and sustainability of the Zephyrhills Industrial Corridor.

TRA 1.6.10. Truck Route Plan

Develop and implement a truck route plan that balances the needs of logistics with community impact, minimizes adverse effects on neighborhoods and the safety of pedestrians, cyclists, and transit users, and supports the economic vitality of local businesses and industrial zones.

TRA 1.6.11. Intermodal Logistics Park

Explore the feasibility of developing an intermodal logistics park, integrated with truck, rail, and air transport, as appropriate, to facilitate the storage, transfer, and distribution of goods for regional freight operations.



Different truck types navigating a roundabout intersection (travel lanes colorized).



Central Florida Intermodal Logistics Center, Winter Haven.

Objective TRA 1.7. Development Design

Integrate transportation and land use planning and design to create and cultivate vibrant, well-connected communities and places people love.

POLICIES

It shall be the City's policy to:

TRA 1.7.1. Context Classification System

By December 2025, develop and implement a Context Classification System that categorizes thoroughfares into various context zones, each with specific design guidelines and performance measures tailored to planned land uses and users of those areas, to advance the community's safety, mobility, livability, and economic development objectives.

TRA 1.7.2. Complete Streets Design Standards

Conduct a comprehensive review of the City's street design standards every five years to ensure consistency with the latest editions of the Florida Design Manual (FDM) and the National Association of City Transportation Officials (NACTO) Urban Street Design Guidelines. Consider innovative and flexible design solutions that prioritize safety, multimodal transportation, and context-sensitive design principles, while addressing the specific needs of the City's urban, suburban, and rural areas.

TRA 1.7.3. Frontage and Reverse Frontage Road Systems

Promote the development of a comprehensive system of frontage/reverse frontage roads along busy thoroughfares like US 301 and Chancey Road to mitigate traffic impacts from new developments by offering alternative routes for local traffic and facilitating access to adjacent properties.



Complete streets are functional for all users.

TRA 1.7.4. Street Grid System

Preserve, restore, and enhance the City's grid system of streets, a fundamental framework for accessibility and urban design. Ensure new development maintains grid integrity through development standards. Restore or add streets to larger blocks or tracts to optimize network efficiency and accessibility with new development or capital projects. Where restoring automobile access is impractical or conflicts with broader City plans, consider adapting the grids for pedestrian and cyclist use.

TRA 1.7.5. New Grid Systems

Establish new street grids in conjunction with new development and area-wide planning. Plan development around a grid or modified grid to improve connectivity, safety, and mobility for all users. Develop standards for thoroughfare spacing, prioritizing walkable, interconnected neighborhoods that promote transportation efficiency and reduce reliance on single-occupancy vehicles.

TRA 1.7.6. Interconnected Street Networks

Require new developments to establish interconnected street networks, including street stub outs to adjacent properties and pedestrian and bicycle connections between adjacent, compatible development, to facilitate multiple access points and alternative routes that disperse traffic more evenly and reduce congestion on main thoroughfares.

TRA 1.7.7. Alleys

Evaluate alleys within the historic street grid for their potential to enhance pedestrian and cyclist connectivity. Consider improvements such as lighting, upgraded surfaces, and green infrastructure to make alleys safe and inviting. Incentivize or require alleys in new development to support desired urban design, residential, commercial, and utility accessibility, and multimodal transportation connectivity.

TRA 1.7.8. Transportation and Placemaking

Capitalize on transportation investments as opportunities to apply placemaking treatments to create thoroughfares that are not only functional but also enhance community identity, social interaction, and economic vitality.



Transportation investments shape more than just movement.

TRA 1.7.9. Visual Quality

Ensure that transportation infrastructure projects are designed and implemented to enhance or uphold the visual quality of the surrounding context through design elements such as street trees, landscaping, lighting, and signage that complement the character of the area. Prioritize the use of context-sensitive design elements that respect and preserve the unique visual and cultural attributes of neighborhoods, historic districts, and natural landscapes.

TRA 1.7.10. Greenway Trails Partnerships

Explore opportunities for public-private partnerships to develop and connect greenway trails to supplement the active transportation network, improve access to recreational opportunities, and enhance community health.

TRA 1.7.11. Right-of-Way Preservation

Evaluate the City's right-of-way preservation standards for arterial and collector thoroughfares and calibrate as needed to accommodate multimodal infrastructure and improve safety and traffic flow.

TRA 1.7.12. Street Design Standards

Evaluate the right-of-way width and street design standards in the Land Development Code for impact on vehicle operating speeds and pedestrian and bicycle safety, impervious surfaces and stormwater management, and space for pedestrian and urban livability infrastructure and make adjustments, as appropriate.



Urban Street Design Guide, [NACTO](#).

TRA 1.7.13. Access Management Standards

Evaluate the City's access management standards for opportunities to improve safety, optimize traffic circulation and land use efficiency, and maximize public right-of-way for active transportation infrastructure.

Objective TRA 1.8. Innovation and Technology

Integrate innovative strategies and leverage technology to address transportation needs and prepare for future advancements in mobility to enhance safety, efficiency, reliability, and overall user experience for all transportation modes.

POLICIES

It shall be the City's policy to:

TRA 1.8.1. Innovative Transportation Infrastructure

Explore state-of-the-art transportation infrastructure that supports multimodal connectivity and accessibility. As feasible, allocate funding for innovative infrastructure such as dedicated lanes for bicycles and smart traffic management systems.

TRA 1.8.2. Innovative Transportation Services

Foster partnerships with transportation service providers to offer innovative services that complement existing transit options such as on-demand ride-sharing services, micro-transit solutions, and mobility-as-a-service (MaaS) platforms.

TRA 1.8.3. Micro-Mobility Solutions

Explore ecofriendly micro-mobility solutions for short-distance travel within urban place types. Consider designating parking zones and bike/scooter-sharing programs, coupled with educational campaigns to manage parking demand, reduce traffic congestion, and promote safe travel behaviors.

TRA 1.8.4. Emerging Technology Pilots

Collaborate with technology providers and community stakeholders to pilot emerging transportation technologies, such as electric bicycle sharing, drone delivery, autonomous vehicle testing zones, and smart traffic and parking management systems, to ensure

alignment with community needs and preferences.

TRA 1.8.5. Innovative Parking Strategies

Explore innovative parking strategies to support local businesses and walkable environments, reduce congestion and emissions from circling cars, and minimize parking conflicts in residential neighborhoods. Such actions may include:

- a. Shared-parking programs;
- b. Flexible parking policies;
- c. Park-and-ride facilities;
- d. Low-speed vehicle parking
- e. Sustainable parking design (e.g., bicycle storage, permeable pavement, solar panels, and electric vehicle charging); and
- f. Smart parking solutions (e.g., real-time parking information via sensors and mobile apps).

TRA 1.8.6. Data-Driven Mobility Optimization

Utilize data-driven insights to proactively address emerging mobility challenges, refine infrastructure design standards, and continuously improve the quality of the city's transportation system and environment.

TRA 1.8.7. Emerging Alternative Fuels

Monitor the implementation and effectiveness of compressed natural gas, hydrogen, and other alternative fuel infrastructure initiatives aimed at reducing greenhouse gas emissions and enhancing energy security. Collaborate with alternative fuel providers for related infrastructure needs and barriers, as appropriate.

TRA 1.8.8. Low-Speed Vehicles

Explore the demand for and feasibility of integrating Low-Speed Vehicles or golf carts into the local transportation network to advance mobility, connectivity, and accessibility, objectives.

6. Influence on Other Plan Elements

This section will be completed in conjunction with the other plan elements.

All elements of the PLANZephyrhills 2040 Comprehensive Plan work together to guide growth, development, and the coordination of public infrastructure and services while safeguarding natural resources and sustaining the quality of life for all Zephyrhills residents.

No single element, goal, objective, or policy should be evaluated in isolation; rather, each component must be assessed in relation to its specific and broader influence on achieving the community's overarching vision.

It must be recognized that the effectiveness of any transportation and mobility initiative is intrinsically linked with other elements of the Comprehensive Plan. By considering how each component interacts with and impacts others, the community can ensure a cohesive and integrated strategy that advances their collective goals, meets diverse needs, and fosters a more vibrant, sustainable, and well-connected environment.

Figure TRA-10. Transportation and Mobility Policy in Other Comprehensive Plan Elements

Element	Policy Direction
Future Land Use	Adequate facilities to support development
Future Land Use	Compatibility with airports
Future Land Use	Downtown-Intown Transportation Concurrency Exception Area
Future Land Use	Transit-oriented corridors
Future Land Use	Complete streets connectivity
Recreation and Open Space	Greenway and multiuse trails
Intergovernmental Coordination	Safety, transportation system management, access management
Intergovernmental Coordination	Regional thoroughfare capacity projects
Intergovernmental Coordination	Transit service and infrastructure
Capital Improvements	Level of service (LOS) standards
Capital Improvements	Schedule of LOS-related capital improvements

TRANSPORTATION ELEMENT

CITY OF ZEPHYRHILLS 2025 COMPREHENSIVE PLAN

GOALS, OBJECTIVES, AND POLICIES

Introduction

Pursuant to Sections 163.3177(6)(a), FS, and Section 9J-5.006(3), FAC, the following represents the Land Use Goals, Objectives and Policies of the City of Zephyrhills. In addition to statutory requirements, the following Goals, Objectives and Policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These Goals, Objectives and Policies are intended to address the establishment of the long-term end towards which the land use programs and activities are ultimately directed.

Implementation

Unless otherwise stated, the implementation of objectives and policies shall be developed, adopted, and application of regulations set forth in the City Code of Ordinances and Land Development Code.

GOAL
TRA-1: ESTABLISH A MULTI-MODAL TRANSPORTATION SYSTEM THAT PROVIDES FOR THE NEEDS OF PEDESTRIANS, BICYCLISTS, AND MOTORIZED-VEHICLE USERS, IS COORDINATED WITH THE STATE AND COUNTY TRANSPORTATION FACILITIES THAT SERVE THE CITY AND IS SENSITIVE TO THE COMMUNITY, ECONOMIC AND ENVIRONMENTAL AMENITIES OF ZEPHYRHILLS AND PASCO COUNTY.

OBJECTIVE
TRA-1-1: MASTER THOROUGHFARE PLAN. Adopt and maintain a Master Thoroughfare Plan that establishes a network of roadways adequate to serve the existing community and accommodate the transportation needs required to implement the Future Land Use Plan.

POLICY
TRA-1-1-1: The City hereby adopts a Master Thoroughfare Plan as shown by Map TRA 1.

POLICY
TRA-1-1-2: For purposes of implementing the Master Thoroughfare Plan, the City hereby adopts the following roadway classifications:

- a. Major Arterials
- b. Minor Arterials
- c. Urban Collectors
- d. Local/Residential

POLICY
TRA-1-1-3: Right-Of-Way. The City will amend the Land Development Code to establish procedures for identification, protection from encroachment, or acquisition of roadway right-of-way. The City will enforce all minimum setback requirements from all future rights-of-way and shall adopt minimum right-of-way requirements for new roadways containing the following criteria:

- a. Major Arterials - 240 foot right-of-way.
- b. Minor Arterials - 100 foot right-of-way except where modified by "Context Sensitive Design" guidelines.
- c. Urban Collectors – 80 foot right-of-way except where modified by "Context Sensitive Design" guidelines.

- d. Residential Collectors – 60 foot right-of-way.
- e. Local Roadways - 60 foot right-of-way with swale & drainage.
- f. Local Roadways - 40 foot right-of-way with curb & gutter except where modified by “Context Sensitive Design” guidelines.

POLICY
TRA-1-1-4: Corridor Preservation Ordinance. By December 2011, the City shall adopt a “Corridor Preservation Ordinance” to preserve future roadway corridors as prescribed by the Master Thoroughfare Plan.

POLICY
TRA-1-1-5: Relationship to Urban Service Area. The City’s planning area, build-out boundaries, and service areas shall be identified by interlocal agreement with Pasco County.

OBJECTIVE
TRA-1-2: Long Range Transportation Plan Adopt and maintain a Long Range Transportation Plan that identifies the transportation needs required to support the growth of the City through the Year 2025.

POLICY
TRA-1-2-1: The City hereby adopts the 2025 Long Range Transportation as shown by Map TRA-2.

POLICY
TRA-1-2-2: For purposes of implementing the 2025 Long Range Transportation, the following roadway classifications are established:

- a. Major Arterials
- b. Minor Arterials
- c. Urban Collectors
- d. Local/Residential

The roadway classifications are designated in Map TRA-2.

OBJECTIVE
TRA-1-3: Levels of Service. Vehicular Level of Service Standards (LOS) shall be adopted and maintained to maximize the efficient use and safety of roadway facilities and to coordinate capital improvement planning with land use decisions to meet the requirement that adequate roadway facilities be available concurrent with the impacts of development in accordance with the latest version of the Level of Service Handbook developed by the Florida Department of Transportation Systems Planning Office.

POLICY
TRA-1-3-1: Vehicular Levels of Service. Establish and maintain adopted levels of service on all classifications of roadways within the City. The following level of service standards (LOS) are adopted:

Vehicular Level of Service Standards (LOSS) for Roadways	
Designation or Classification	LOS PEAK HOUR
State Highways	D
County Maintained Roadways	D
City Maintained Arterials	D
City Maintained Major Collectors	D
City Maintained Collectors	D
Residential Collectors	D

POLICY Bicycle Levels of Service. Design bicycle facilities to include the following
TRA-1-3-2: considerations:

- a. Bike paths, lanes and shoulders planned for designated roadways, in coordination with adjacent uses and appropriate to different roadway types.
- b. Bicycle lanes / paths: One (1) mile per one (1) mile of new roadway
- c. Bicycle lanes / paths connecting schools, parks, shopping areas and major medical facilities.
- d. Facilities which meet standards set by Florida Department of Transportation, American Association of State Highway Transportation Officials, and local regulating agencies Facilities which are well marked and signed, and which are designed for ease of maintenance.

POLICY Pedestrian Levels of Service. Design pedestrian facilities for designated
TRA-1-3-3: roadways in urban and suburban areas to include the following considerations:

- a. Continuous sidewalks, free of obstruction, buffered from traffic by landscape or setbacks, and shaded where appropriate
- b. Clearly marked crosswalks at intersections, with handicapped provisions
- c. Traffic control signals with safe crossing time for pedestrians
- d. Street furnishings, including benches, trash receptacles, bus shelters, and lighting, as appropriate to the surroundings.
- e. Sidewalks: Two (2) miles per one (1) mile of new roadway
- f. Sidewalks connecting schools, parks, shopping areas and major medical facilities

POLICY Downtown US 301 Circulation Plan. To maintain level of service standards and
TRA-1-3-4: to preserve the function and character of its downtown, the City shall give high priority to the reclamation and development of the downtown main street intersection. The plan consists of the following elements:

- a. The reclaiming of roadway US 301 from the intersections of North Av to South Av, and making it a two-way three lane roadway;
- b. Creating parallel one-way pairs from 6th and 7th Street for through traffic in City;
- c. Recreating US 301 and 5th Avenue as the Main Street Intersection of the Downtown Core;
- d. "Context sensitive" redesign of the newly claimed Main Street intersection ;
- e. Re-configuration of intersections North Av and US 301, 12th Av and US 301, 9th Av and US 301, and 3rd Av and US 301 into roundabouts. Construction of roundabouts as primary traffic control at all major points of convergence;
- f. "Context sensitive" solutions applied to all segments within the CSD area as designated on Map TRA 3 ;
- g. Redefine City Core Area according to boundary specified by Map TRA 3.

By December 2011, the City will prepare a detailed downtown circulation plan including the above elements.

POLICY
TRA-1-3-5: Implementation of Downtown US 301 Design. The City will take proactive steps to implement the Downtown US 301 Circulation Plan including (1) coordination with FDOT regarding planning, design and engineering, (2) acquisition and/or reservation of required rights-of-way, (3) City investment in supporting street design and improvement, (4) access management controls and (5) the amendment of Land Development Regulations to promote complimentary land use within the corridor:

POLICY
TRA-1-3-6: All development orders/permits shall be issued only when it is documented that such development is consistent with adopted level of service standards in the Comprehensive Plan. New concurrency requirements will allow issuance of a development order/permit if the facilities/services are scheduled to be in place or under construction not more than three years after issuance of certificate of occupancy as provided in the Capital Improvements Element. The Concurrency Management Policy will amended to add a definition for *de minimis* impact, and the number of links analyzed for concurrency. Transportation facilities needed to serve new development shall be in place or under actual construction within three years after the local government approves a building permit or it functional equivalent that results in traffic generation.

POLICY
TRA-1-3-7: The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide roadway and/or intersection improvements necessary to serve new construction. Pro rata share cost will be determined based upon procedures set forth in the Land Development Code.

POLICY
TRA-1-3-8: Establish with the assistance of the Pasco County MPO, numerical indicators on modal split, transit trips per capita, automobile occupancy rates, and the like to help measure progress towards improved transportation system efficiency.

POLICY
TRA-1-3-9: Except in cases where the impacts of the proposed development are demonstrated to be *de minimis* as that term is defined in Section 163.3180 of the Florida Statutes, all projects requesting development approval shall conduct a transportation study to determine if the transportation impacts of significantly impacted roadway segments within the City. In cases where projects within the City access State or County public roadway facilities, transportation studies will be required to conform with State or County jurisdictional access requirements.

Projects that will have only a *de minimis* impact shall be exempt from the transportation portion of the required concurrency review.

If a proposed development does not qualify as *de minimis*, and the development is projected to generate more than 5% of the level of service “D” capacity during the PM peak hour, at any project entrance, the applicant will be required to conduct a detailed traffic study in accordance with the provisions of Chapter 4210, Zephyrhills Land Development Code.

In the event the significantly impacted roadway segments in the traffic study are anticipated to operate below the adopted level of service at project buildout, no development permit shall be issued unless the criteria set forth in Section 9J-5.0055(3), FAC has been satisfied.

POLICY
TRA-1-3-10: The City will continue to utilize all legitimate regulatory authority, including mandatory dedications and fees in lieu of, as a condition of plat approval to identify, reserve, and acquire sufficient right-of-way for future development and expansion of collector and arterial roadways identified in Map TRA-2.

POLICY
TRA-1-3-11: Use of existing or future rights-of-way for public or private utilities shall be permitted in accordance with applicable regulations.

MULTIMODAL TRANSPORTATION SYSTEM

OBJECTIVE
TRA-1-4: ~~By December 2000,~~ The City shall, through revisions to the Land Development Code, establish criteria and procedures to ensure the maintenance of a safe, convenient, and energy efficient multimodal transportation system.

POLICY
TRA-1-4-1: The City shall support and encourage through site plan review alternative modes of transportation/transit friendly design features along roadways to accommodate the needs of pedestrians, cyclists, and handicapped persons, and promote ridesharing by public and private sector employees.

POLICY
TRA-1-4-2: As an on-going policy, the City's traffic circulation system shall emphasize pedestrian safety and transit-friendly design.

POLICY
TRA-1-4-3: The City Police Department shall continue to maintain accident frequency data and annually review problem areas and potential solutions.

POLICY
TRA-1-4-4: The City's site plan review process shall address driveway connection/access points for new development or redevelopment activities to ensure minimal adverse impact to traffic flow or safety on adjacent roadways.

POLICY
TRA-1-4-5: In conjunction with the Pasco County MPO and FDOT, the City shall participate in transportation demand management (TDM) measures such as alternate transportation modes (i.e., bicycle, pedestrian, transit), telecommuting, and ridesharing, etc. to reduce peak hour travel demand on US 301 and SR 54.

POLICY
TRA-1-4-6: With assistance of Pasco County and FDOT, the City will address the following issues: improve intersection capacities, optimize traffic signalization, and improve signage to increase transportation efficiency and safety.

POLICY
TRA-1-4-7: The City shall establish, through its capital improvement budget, an annual roadway maintenance and improvement program, sidewalk construction program, and a plan to improve existing unpaved City streets.

POLICY
TRA-1-4-8: The City shall coordinate with responsible entities to maintain adequate pedestrian crossing times along US 301 and SR 54 for the safety of pedestrians and bicyclists.

Public Transit System

- OBJECTIVE**
TRA-1-5: Continue to participate on the Pasco County MPO to ensure that County operated public transportation efficiently serves existing and proposed major trip generators and attractors, land uses, and the transportation disadvantaged in Zephyrhills.
- POLICY**
TRA-1-5-1: The City will continue to facilitate the efforts of the Pasco County MPO and FDOT to provide convenient and efficient public transportation.
- POLICY**
TRA-1-5-2: The City will coordinate with Pasco County Public Transit (PCPT) to provide additional bus stops.
- POLICY**
TRA-1-5-3: The City will attempt to continue construction of bicycle/pedestrian paths that provide connections to transit routes in the City.
- POLICY**
TRA-1-5-4: The City shall implement parking strategies that promote transportation objectives. Strategies could include:
- a. maximum, in lieu of minimum, parking requirements;
 - b. elimination of parking requirements in Downtown or for proposed traditionally designed developments;
 - c. park and ride lots;
 - d. on-street parking as a traffic calming technique;
 - e. location of parking lots behind buildings.
- POLICY**
TRA-1-5-5: The City shall encourage compact, mixed use, nodal development in designated public transportation corridors to promote convenient and efficient use of public transportation.
- POLICY**
TRA-1-5-6: The City shall coordinate with the Pasco County MPO and PCPT to provide bus service to areas of the City which demonstrate a need for service, especially assisted living facilities (ALFs) and other retirement facilities, with focus on providing basic transportation needs to those who have no private means of transportation.
- POLICY**
TRA-1-5-7: The City shall attempt to increase public awareness regarding PCPT transit schedules, services, and route information.
- POLICY**
TRA-1-5-8: The City shall incorporate bikeways in the design of roadway improvements and mark designated bicycle routes which will provide citizens access to shopping, employment, education, and recreational centers.
- POLICY**
TRA-1-5-9: The City shall maintain development regulations and design standards for on-site motorized and nonmotorized parking; safe and convenient on-site vehicle circulation systems; and access points through the development review process to ensure adequate vehicular, transit, bicycle, and pedestrian site access and to discourage use of single-occupant vehicles.

POLICY The City shall implement development regulations and design standards that
TRA-1-5-10: require pedestrian and bicycle facilities within residential and nonresidential developments.

FUTURE LAND USE

OBJECTIVE The planning of traffic circulation shall continue to be coordinated with the City's
TRA-1-6: Future Land Use Plan to consider existing and projected population density, housing and employment patterns, and land use trends.

POLICY The City will continue to consider and coordinate traffic circulation planning
TRA-1-6-1: issues locally and with the Pasco County MPO. Proposed development will be reviewed in accordance with the City's Comprehensive Plan Elements and current/future employment and growth trends.

COMMUNITY DESIGN AND AESTHETICS

OBJECTIVE Evaluate all transportation projects for aesthetic benefits.
TRA-1-7:

POLICY Roadway improvements that incorporate medians or parkways in their design
TRA-1-7-1: shall landscape these features to enhance the roadway's aesthetic.

POLICY The Land Development Code shall require parking lots to be functionally
TRA-1-7-2: landscaped to provide maximum shading, beauty, and stormwater drainage.

AIR TRANSPORTATION

GOAL DEVELOPMENT OF THE ZEPHYRHILLS MUNICIPAL AIRPORT AS A
TRA-2: SIGNIFICANT SOURCE OF REVENUE FOR THE CITY OF ZEPHYRHILLS TAX BASE, AND TO INSURE SELF SUFFICIENCY OF THE AIRPORT.

ECONOMIC DEVELOPMENT

OBJECTIVE Recruit and locate new businesses each year to lease property at the Airport
TRA-2-1: and Industrial Park.

POLICY The City will provide adequate water, sewer and road access to all lessees at
TRA-2-1-1: the Airport.

AIRPORT LAYOUT PLAN

OBJECTIVE Coordinate all future development and expansion with the Airport Layout Plan,
TRA-2-2: Future Land Use, Conservation and Transportation Elements.

POLICY The City will review all future Airport development and expansion in compliance
TRA-2-2-1: with the Comprehensive Plan and the Airport Layout Plan.

POLICY Ensure that all access routes to the Airport are properly integrated with other
TRA-2-2-2: modes of transportation.

POLICY Lands adjacent to the CSX Railroad will be reserved for prospective tenants
TRA-2-2-3: requiring rail access.

POLICY Ensure protection and conservation of natural resources located on airport
TRA-2-2-4: property.

POLICY Review proposed development abutting Airport property to ensure compatibility
TRA-2-2-5: with Airport.

OBJECTIVE By 2000, develop potential airport expansion opportunities.
TRA-2-3:

POLICY Develop strategies to acquire or protect property for purposes of clear zones to
TRA-2-3-1: the north of runways 1-8 and 3-6 for future runway expansion to 7,500 feet.

GOAL MINIMIZE CONFLICT BETWEEN DEVELOPMENT OF THE ZEPHYRHILLS
TRA-3: AIRPORT AND ADJACENT LAND USES AND NATURAL RESOURCES.

LAND USE COMPATIBILITY

OBJECTIVE Improve the existing interlocal agreement with Pasco County to assure land use
TRA-3-1: compatibility.

POLICY Develop strategies to ensure protection of airport from the encroachment of
TRA-3-1-1: incompatible uses.

POLICY Protect all existing and projected airspace surfaces and runway protection
TRA-3-1-2: zones around the airport to ensure safe airport operations.

POLICY Maintain and implement the "Airport Zoning Ordinance to (1) minimize
TRA-3-1-3: encroachment into areas critical to airport operations and (2) to ensure compatibility between airport operations and surrounding land uses.

INTERGOVERNMENTAL COORDINATION

OBJECTIVE Coordinate all aviation plans with the Pasco County MPO, FDOT, USACOE,
TRA-3-2: and FAA, as required.

POLICY All airport property development will be reviewed by the City and coordinated
TRA-3-2-1: with all appropriate governmental entities.

CITY MANAGER'S REPORT 4.1

Approval of Local Mitigation Strategy (LMS)

Issue:

Pasco County and the City of Zephyrhills enter into a cooperative Local Mitigation Strategy (LMS) agreement.

Background:

Cooperative Local Mitigation Strategy with Pasco County.

Attachment(s):

1. Resolution 832-24 Local Mitigation Strategy with Pasco County 2024(31617647.1)
2. FDEM.Pasco.APA.7.30.24(31478145.1)

Fiscal Impact:

No fiscal impact

Staff Recommendation:

The City Manager recommends approval of this agreement as presented.

RESOLUTION NO. 832-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO SUPPORT, ADOPT, AND IMPLEMENT PASCO COUNTY'S 2024 5-YEAR UPDATE OF THE LOCAL MITIGATION STRATEGY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5165, as amended by the Disaster Mitigation Act of 2000 (DMA2K) (P.L. 106-390) requires local governments to undertake a hazard identification risk assessment approach to reduce the impacts of identified natural hazards and man-made hazards for Pasco County in the Local Mitigation Strategy (LMS); and

WHEREAS, 44 Code of Federal Regulations (CFR) Part 201.6 requires local governments to have a Federal Emergency Management Agency (FEMA) approved LMS, and requires the review and revision of the LMS to reflect any changes in County development, success in local mitigation efforts, changes in the County's mitigation priorities, and submit the Strategy for FEMA approval every five (5) years in order to apply for and receive funding through the different Hazard Mitigation Assistance Grants; and

WHEREAS, Florida Administrative Code (FAC) 27P-22 requires local jurisdictions to organize, maintain, and submit annual reports to the Florida Division of Emergency Management (FDEM) through the County Chair of the LMS Working Group in order to remain eligible for current and future Hazard Mitigation Grant Program funding projects; and

WHEREAS, the Pasco County LMS was most recently updated by the Pasco County LMS Working Group, which submitted to FDEM and received the official Approved Pending Adoption letter by the FDEM in August 2024; and

WHEREAS, the Pasco County LMS serves as the Floodplain Management Plan and adds value to the Community Rating System in offsetting financial costs through public outreach and flood mitigation projects; and

WHEREAS, The Pasco County LMS serves as the Community Wildfire Protection Plan further enhancing the County's partnership with Florida Forest Service and wildfire mitigation activities; and

WHEREAS, FEMA requires adoption of the revised LMS by each of the jurisdiction's local governing bodies, identified in the plan, in order to continue participating jurisdictions to continue to remain eligible for Hazard Mitigation Assistance Grants, and;

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

1. The Pasco County Local Mitigation Strategy, 2019 5-Year Update, is hereby adopted and authorized for implementation.
2. The Pasco County LMS Working Group is hereby authorized to continue Pasco County LMS maintenance for the next five (5) years.
3. This resolution shall be in effect immediately upon its adoption.
4. This resolution shall be forwarded immediately to FDEM and FEMA for approval.

The foregoing Resolution No. 832-24 was read and passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October, 2024.

Attest: _____
Ricardo Quinones
Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Resolution No. 832-24 was approved by me this 28th day of October, 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

July 30, 2024

Andrew Fossa, Director
Pasco County Emergency Management
8744 Government Drive, Bldg A
New Port Richey, FL 34654

Re: Pasco County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Fossa,

This is to confirm that we have completed a State review of the Pasco County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Pasco County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Pasco County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Pasco County, Unincorporated
City of New Port Richey
City of Port Richey
City of San Antonio

City of Zephyrhills
Town of St. Leo
City of Dade City

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Pasco County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Mitchell Budihas at Mitchell.Budihas@em.myflorida.com or 850-815-4588.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2024.07.30 17:51:46
-04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

CITY ATTORNEY'S REPORT 5.1

Municipal Association of Pasco (MAP) Meeting November 07, 2024 - Port Richey

First Reading **RESOLUTION NO. 834-24 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**

Issue:

Florida Statutes 125.001 and 166.0213 authorize governing bodies to participate in joint meetings with Pasco County or other local municipalities to discuss matters of mutual interest. Such meetings must be held at an appropriate public place with public notice. Resolution No. 834-24 allows for the City of Zephyrhills' participation in the November 07, 2024 joint meeting with the Municipal Association of Pasco (MAP).

Background:

MAP Meetings are held quarterly on the first Thursday of February, May, August and November.

Attachment(s):

1. Resolution 834-24 Participation in 11-07-2024 MAP Meeting

Fiscal Impact:

N/A

Staff Recommendation:

Approval of Resolution No. 834-24 for Council participation at the November 07, 2024 Municipal Association of Pasco Meeting.

RESOLUTION NO. 834-24

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

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

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

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

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

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

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on November 07, 2024, 6:30 p.m., at Catches Waterfront Grille – 7811 Bayview St, Port Richey, FL 34668.

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

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

The foregoing Resolution No. 834-24 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October, 2024.

Attest: _____
Ricardo Quiñones, Acting City Clerk Kenneth M. Burgess, Jr., Council President

The foregoing Resolution No. 825-24 was approved by me this 28th day of October, 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney