



**CRA MEETING
ZEPHYRHILLS, FLORIDA**

**Monday, November 25, 2024
5:00 PM**

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

<https://meet.goto.com/842242597>

or dial in using your phone:

+1 (872) 240-3212 - Access Code: 842-242-597

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Commissioner Steven Spina, PHD
Roll Call – Acting City Clerk Ricardo Quiñones

1. CITIZEN COMMENTS

2. BUSINESS ITEMS

- 2.1 Residential Matching Facade Grant - 38228 4th Avenue - Joyce and Steve Burgess for the amount of \$2500.
 - 1. Burgess 38228 4th Ave
- 2.2 Paint Grant - 38228 4th Avenue -Joyce and Steve Burgess
 - 1. Burgess 2 38228 4th Ave
- 2.3 Zephyrhills Park Master Plan Phase II
 - 1. CSG_Scope and Fee_City of Zephyrhills PRMP_Ph2_2024.09.24 final (3)
- 2.4 Arborist Services for City of Zephyrhills
 - 1. Zephyrhills Consulting Arborist Services Proposal (CMA 11-15-2024) (1)

3. CRA DIRECTOR'S REPORT

4. MAIN STREET ACTIVITY REPORT

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.**

BUSINESS ITEMS 2.1

Residential Matching Facade Grant - 38228 4th Avenue - Joyce and Steve Burgess for the amount of \$2500.

Issue:

The applicants, Joyce and Steve Burgess are requesting approval of the Residential Matching Facade Grant in the amount of \$2500.

Background:

The homeowners are installing 5 new windows in their home located at 38228 4th Avenue, at a cost of \$6,366, application included in your back-up. The applicants, Steve and Joyce Burgess, are requesting the full grant of \$2500 to help cover window costs.

Attachment(s):

1. Burgess 38228 4th Ave

Fiscal Impact:

Funding for the CRA grants programs is included in the 2024/2025 approved CRA Budget.

Staff Recommendation:

Staff recommends approval of the Residential Matching Facade Grant for Steve and Joyce Burgess in the amount of \$2500.

ZEPHYRHILLS
COMMUNITY REDEVELOPMENT AGENCY

Residential Matching Facade Rehabilitation Application

Applicant Name: Joyce Burgess

Mailing Address: 38228 4th Ave
Zephyrhills FL 33542

Property Owner: Steve : Joyce Burgess

Property Address: 38228 4th Ave

Total Cost of Project: \$ 6,366⁰⁰

Estimated Start Date: 8-12 weeks Estimated Completion Date: Week after
from 11/15/2024 start date

Please attach the following:

Addendum A - Project Rendering

Addendum B - Professional Estimate(s) from an architect or licensed contractor

Sign _____ New _____ Replacement ☒ Altered _____
Windows



Application will not be reviewed without all supporting data.

I hereby submit the attached plans, specifications and/or color samples for the proposed project and understand that the Zephyrhills CRA Board must approve. No work shall begin until I have received written approval from the ZCRA. No funding is guaranteed until completed application is approved by the ZCRA Board. I agree to place a ZCRA Grant sign for the duration of the project and agree to return the sign. Grant monies will not be paid until the project is completed as designed and a paid invoice (s) is provided. The project must be completed within 1 year of grant approval. I agree to leave the completed project in its approved design and colors for a period of 5 years from the date of completion. I understand a W-9 must be provided to the City of Zephyrhills before reimbursement funds are paid

Joyce Burgess

Print Name

11/17/2024

Date

Joyce Burgess

Signature of Applicant



NewSouth Window of Tampa
 10741 Crossroads Commerce Blvd
 Tampa, FL 33610
 813-626-6000
 www.NewSouthWindow.com
 SCC131152807

Steve Burgess
Joyce Burgess
 38228 4th Ave
 ZEPHYRHILLS FL 33542

Steve Cell: 813-838-2495
 jburgess1979@hotmail.com
 27952

Date: 11/15/2024
 Rep: Jacob Dorn

WHOLESALE & RETAIL WINDOW AND DOOR CONTRACT

Replacement Windows - Entry & Patio Doors - Impact Resistant Windows & Doors

NewSouth Window Solutions agrees to measure, manufacture, furnish, install and service the following products for the amount STIPULATED BELOW. All NewSouth windows include an insulated glass unit with double pane, eVantage glass, argon gas, and 12 point fusion welded corners (Not applicable to ECO products). NewSouth products and Florida Product Approvals are guaranteed to comply with code requirements for the specific location of the home. Thank you for your business.

The terms of the Lifetime Limited Transferable Warranty are expressly and fully incorporated into the contract, including but not limited to the limitation of remedies and exclusions of consequential damages contained therein.

Secondary Initials

Are Co-Signer Initials Needed?	NO
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Windows Package	Non-Impact
-----------------	------------

Window



Window Icon		Window Number	1
Window Style	1800 Double Hung	Window Brand	Non Impact
Location	Bedroom	Width	41
Height	47	Total UI	88
Inside Color	White	Outside Color	White
Glass Type	eVantage	Screen Type	Full

Window



Window Icon		Window Number	2
Window Style	1800 Double Hung	Window Brand	Non Impact
Location	Bedroom	Width	41
Height	47	Total UI	88
Inside Color	White	Outside Color	White
Glass Type	eVantage	Screen Type	Full

Window



Window Icon		Window Number	3
Window Style	1800 Double Hung	Window Brand	Non Impact
Location	Bedroom	Width	41
Height	47	Total UI	88
Inside Color	White	Outside Color	White
Glass Type	eVantage	Screen Type	Full

This space intentionally left blank

Window

Window Icon
Window Style
Location
Height
Inside Color
Glass Type

1800 Double Hung
 Bedroom
 47
 White
 eVantage

Window Number
Window Brand
Width
Total UI
Outside Color
Screen Type

4
 Non Impact
 41
 88
 White
 Full

Window

Window Icon
Window Style
Location
Height
Inside Color
Glass Type

1800 Double Hung
 Bedroom
 47
 White
 eVantage

Window Number
Window Brand
Width
Total UI
Outside Color
Screen Type

5
 Non Impact
 41
 88
 White
 Full

Contract Totals**Number of Windows**

5

Number of Patio Doors

0

Number of Entry Doors

0

Number of Garage Doors

0

Additional Details

- Adding Robert Burgess and Ashley Burgess (2 children) for lifetime warranty purposes. Ownership of home will be passed down to one of the two.

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Lead Safety**Was the home built prior to 1978?**

Yes

Pre-Renovation Form

If yes, the undersigned agrees to the terms and conditions of the NewSouth Lead Safe Work Practices Addendum. If house tests positive for lead, and additional \$85 per window will be added to the balance.

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation of Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.



Steve Burgess

11/15/2024

Date



Joyce Burgess

11/15/2024

Date

Contract Payments

Sales Price	\$6,366
Down Payment- 1st Installment	\$1,274
Deposit Form of Payment	Finance
Finance Company	GreenSky
Finance Plan	2541
Delivery/Commencement Payment-2nd Installment	\$5,092
Balance Due Prior to Inspection - Final Installment	\$0
Balance Due Form of Payment	Finance
Finance Company	GreenSky
Finance Plan	2541

Estimated Completion Date**From Date Above, Approximate Start Date Is:**

8 - 12 Weeks

Buyer hereby agrees that the above dates are estimates and are not material terms of this contract. NewSouth is released from, and shall not be held liable for, any damages incurred or to be incurred by the buyer which arise from or are caused by delays and consequential damages in NewSouth's performance of its contractual obligations stated herein.

(Customer's Initials)


HOA Information**Is there HOA?**

No

(Customer's Initials)



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Energy Rebate Notification

Utility Company:

Duke

To ensure that you receive the most benefits possible on your NewSouth Windows, please contact your utility company and ask about the energy credit they offer for energy star approved windows. Most utility companies will provide their customers with an energy credit for installing energy star approved windows.

It is imperative that you contact your utility company right away because some energy providers require an inspection PRIOR to the installation of new windows and another inspection after your replacement windows are installed. It is your responsibility as the homeowner to pursue your utility company regarding rebates.

(Customer's Initials)

SB

Florida Homeowners' Construction Recovery Fund

Florida Homeowners' Construction Recovery Fund

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, Florida 32399-0791
Telephone: (850) 487-1395
www.MyFloridaLicense.com

(Customer's Initials)

SB

NewSouth Work Exclusions

NewSouth is only responsible to furnish the work specifically listed herein and will remove all debris related to such work. NewSouth shall not be responsible to furnish any other work. NewSouth shall not be responsible for pre-existing conditions including structural deficiencies or repairs at the property. Buyer shall be responsible for removing and replacing all window treatments and alarm systems prior to installation, as well as paint touch-ups post-installation. Buyer waives any rights to consequential damages. All dates herein are estimates only. NewSouth shall not be responsible for delays, strikes, shortages, acts of God, or matters beyond its control.

(Customer's Initials)

SB

Buyer's Right to Cancel

If this is a home solicitation sale, the following provision applies: This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement before that deadline, we will refund the full amount of your deposit to you. If you cancel this agreement after that deadline, then we will not refund any of your deposit.

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Mandatory Provisions for Construction Contract

This contract is valid only with proper signatures. NewSouth Window Solutions shall not be held responsible for consequential damages, any delays, strikes, shortages, acts of God, or any matters beyond our control. No other work to be done, all other work to be excluded. Since this contract calls for made to order goods, it is not subject to cancellation except as stated herein. Verbal promises can cause misunderstandings, therefore this contract constitutes the entire understanding of the parties, and no other understanding, collateral, verbal or otherwise shall be binding, unless signed by both parties. NewSouth Window or hired subcontractors to remove and haul away all job related debris. All sales and discounts allotted. All charges included above.

This contract constitutes the entire agreement between the parties; no other understandings or representations, verbal or otherwise, shall be binding; and this contract may not be modified except by writing signed by the parties. Buyer may not cancel this contract except as stated herein. Unpaid amounts due under this contract shall bear interest at the rate of 1.5% per month. All claims pertaining, directly or indirectly, with this contract may be decided, at NewSouth's sole discretion, by binding ARBITRATION via the American Arbitration Association. Buyer waives all rights to a jury trial. Venue shall be in the county of NewSouth's principal place of business.

(Customer's Initials) 

Lien Law Notice

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(Customer's Initials) 

Customer Agreement

Statutorily Required Notice of Claim of Construction Defects Under §558, F.S.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

The parties hereby waive any and all rights to attorney's fees & costs incurred from disputes arising only and solely from claims of construction defects. Arbitration: all claims, disputes, arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment must be decided by binding arbitration via American Arbitration Association's ("AAA") Construction Industry Arbitration Rules and by a Florida arbitrator who is board certified in construction law by the ("Arbitration"). The Parties agree that Arbitration shall be held in the county in which the real property described herein is located. The Parties agree to be bound by the decision rendered by the arbitrator in such proceedings.

The parties hereby agree to waive and release each other from any and all consequential damages (except for the damages set forth in this Non-Disparagement clause) that either party may incur from the other party's breach of this contract. In the event that any claims, actions, disputes, conflicts, issues, or general dissatisfaction ("Disputes") arise between the Parties, the Parties hereby agree to refrain from publishing or causing another to publish or broadcast (whether written or verbal) any negative, defamatory, harmful, or generally disparaging statements or comments that pertain (directly or indirectly) to the Disputes, the buyer, NewSouth, or anything stated or reasonably related to this contract.

Contract Approval

To be considered valid, all contracts are to be reviewed and signed by an authorized NewSouth officer.

(Customer's Initials) AB



Steve Burgess
11/15/2024
Date



Joyce Burgess
11/15/2024
Date



Jacob Dorn
11/15/2024
Date

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Parcel ID

11-26-21-0010-18700-0195 (Card: 1 of 1)

Classification

00100-Single Family

Mailing Address

BURGESS STEVE & JOYCE
38228 4TH AVE
ZEPHYRHILLS, FL 33542-4915

Just Value

Ag Land

\$0

Land

\$14,396

Building

\$90,104

Extra Features

\$588

Property Value

\$105,088

Physical Address

38228 4TH AVENUE, ZEPHYRHILLS, FL 33542

Legal Description (First 200 characters)

[See Plat for this Subdivision](#)
CITY OF ZEPHYRHILLS PB 1 PG 54 W 70.00 FT
LOTS 19 & 20 & W 70.00 FT OF N 15.00 FT LOT 18
BLK 187

Jurisdiction

CITY OF ZEPHYRHILLS

Community Dev District

N/A

Community Redevelopment Area

Zephyrhills 1999

Assessed

\$78,530

Homestead Exemption

-\$50,000

Additional Exemptions

-\$0

Non-School

\$78,530

School

\$78,530

Taxable Value

\$28,530

\$53,530

Warning: A significant taxable value increase may occur when sold.

Click [here](#) for details and info. regarding the posting of exemptions.

Land Detail (Card: 1 of 1)

Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100R	SFR	LP2-1	00R3	4200.000	SF	\$3.33	1.00	\$13,986
2	0100R	SFR	LP2-2	00R3	1050.000	SF	\$0.39	1.00	\$410

Additional Land Information

Acres	Tax Area	FEMA Code	Subsidence Activity	Neighborhood Code(s)
0.12	ZH	X	None Reported	ZHLH

View Sketch Building Information - Use

0100-Single Family Residential (Card: 1 of 1)

Year Built	1955	Stories	1.0
Exterior Wall 1	Above Average	Exterior Wall 2	None
Roof Structure	Gable or Hip	Roof Cover	Asphalt or Composition Shingle
Interior Wall 1	Drywall	Interior Wall 2	None
Flooring 1	Asphalt Tile	Flooring 2	None
Fuel		Heat	Forced Air - Ducted
A/C	Central	Baths	1.0

Line	Code	Description	Sq. Feet	Value
1	BAS01	LIVING AREA	770	\$73,730
2	UDU01	UNFINISHED DET UTILITY	72	\$2,107
3	UDG01	UNFINISHED DET GARAGE	308	\$8,809
4	UST01	UNFINISHED STORAGE	70	\$2,681
5	UDC01	UNFINISHED DET CARPORT	192	\$2,777

Extra Features (Card: 1 of 1)

Line	Code	Description	Year	Units	Value
1	RDWA	DRIVEWAY ASPHALT	1998	420	\$405
2	RUDU-M	UNFIN DETACH UTIL MT	1999	1	\$183

Sales History

BURGESS STEVE & BURGESS JOYCE

Previous Owner:

Month/Year	Book/Page	Type	DOR Code	Condition	Amount
1/2021	10363 / 2384	Quit Claim Deed	11	I	\$0
1/2021	10268 / 2962	Quit Claim Deed	11	I	\$35,000
5/2009	8092 / 1272	Quit Claim Deed	11	I	\$0
5/2009	8078 / 1009	Quit Claim Deed	11	I	\$0
1/2002	4832 / 1206	Quit Claim Deed		I	\$0
10/1983	1287 / 0977			I	\$22,000



BUSINESS ITEMS 2.2

Paint Grant - 38228 4th Avenue -Joyce and Steve Burgess

Issue:

The CRA Board of Commissioners approve a Paint Grant for Joyce and Steve Burgess, whose home is located at 38228 4th Avenue, for the amount of \$225.

Background:

The applicants, Joyce and Steve Burgess, have submitted a grant application to repaint their home located at 38228 4th Avenue. The application and color samples are provided in your back-up.

Attachment(s):

1. Burgess 2 38228 4th Ave

Fiscal Impact:

Funding for the CRA grant programs is included in the approved 2024/2025 CRA Budget.

Staff Recommendation:

Staff recommends approval of the Paint Grant in the amount of \$225.

Paint Voucher Program Application

Property Owner's Name Steve ; Joyce Burgess
Property Address 38228 4th Ave
Zephyrhills 71 33542
Mailing Address 38228 4th Ave
Zephyrhills 71 33542
Phone Number 813 838 2494 Cell Number 813 838 2494
E-mail Address jburgess1979@hotmail.com

Supporting Data Checklist must be included with application.

Application will not be reviewed without all supporting data.

Square footage of home 1200

Estimate of Cost for Paint \$450.00

Type of Paint Behr Ultra Colors of Paint Yellow/Apple Sauce/Body

Check one ☒

I will be doing the work.

I will have a professional completing the work. (A written estimate is required with the cost of paint itemized from other costs).

White / Popped Corn / Trim
Turquoise / Gem Turquoise / accent

Owner may only apply for one Paint Voucher

I hereby submit the grant application, color samples and estimate for the proposed project and understand the Zephyrhills CRA Board must grant approval. No work shall begin and funding is not guaranteed until the CRA Board approves completed application and written approval is received. I agree to place a CRA Grant sign for the duration of the project and agree to return the sign. I further understand that the project must be completed within 6 months from date written approval is received and the reimbursement will not be paid until the project is completed. I agree to leave the completed project in its approved colors for a period of 2 years from the date of completion. I also understand a W-9 is required for tax purposes.

Joyce Burgess
Print Name

Joyce Burgess 11/17/2024
Owner Signature Date

Paint Voucher Program Supporting Data Checklist

Checklist must be submitted with application

Paint:

- ☒ Provide samples of the three colors chosen: Body – Trim – Accent
- ☒ Note on sample which is body color, trim color, and accent color.
- ☒ Submit W-9 for tax purposes.
- ☐ Submit written estimate from painter of your choice, excluding labor and materials or written estimate of paint cost.

Attach Color Sample

The house is currently these colors. It needs a refresh - Thank you



Parcel ID				11-26-21-0010-18700-0195 (Card: 1 of 1)			
Classification				00100-Single Family			
Mailing Address				Property Value			
BURGESS STEVE & JOYCE				Just Value		\$105,088	
38228 4TH AVE				Ag Land		\$0	
ZEPHYRHILLS, FL 33542-4915				Land		\$14,396	
				Building		\$90,104	
				Extra Features		\$588	
Physical Address							
38228 4TH AVENUE, ZEPHYRHILLS, FL 33542							
Legal Description (First 200 characters)							
See Plat for this Subdivision							
CITY OF ZEPHYRHILLS PB 1 PG 54 W 70.00 FT				Assessed		\$78,530	
LOTS 19 & 20 & W 70.00 FT OF N 15.00 FT LOT 18				Homestead Exemption		-\$50,000	
BLK 187				Additional Exemptions		-\$0	
Jurisdiction							
CITY OF ZEPHYRHILLS							
Community Dev District				Taxable Value		\$28,530	
N/A						\$53,530	
Community Redevelopment Area				Warning: A significant taxable value increase may occur when sold.			
Zephyrhills 1999				Click here for details and info. regarding the posting of exemptions.			
Land Detail (Card: 1 of 1)							
Line	Use	Description	Code	Zoning	Units	Type	Price
1	0100R	SFR	LP2-1	00R3	4200.000	SF	\$3.33
2	0100R	SFR	LP2-2	00R3	1050.000	SF	\$0.39
Additional Land Information							
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)	
0.12	ZH	X	None Reported			ZHLH	
View Sketch Building Information - Use 0100-Single Family Residential (Card: 1 of 1)							
Year Built	1955		Stories		1.0		
Exterior Wall 1	Above Average		Exterior Wall 2		None		
Roof Structure	Gable or Hip		Roof Cover		Asphalt or Composition Shingle		
Interior Wall 1	Drywall		Interior Wall 2		None		
Flooring 1	Asphalt Tile		Flooring 2		None		
Fuel			Heat		Forced Air - Ducted		
A/C	Central		Baths		1.0		
Line	Code	Description	Sq. Feet		Value		
1	BAS01	LIVING AREA	770		\$73,730		
2	UDU01	UNFINISHED DET UTILITY	72		\$2,107		
3	UDG01	UNFINISHED DET GARAGE	308		\$8,809		
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5	UDC01	UNFINISHED DET CARPORT	192		\$2,777		
Extra Features (Card: 1 of 1)							
Line	Code	Description	Year	Units	Value		
1	RDWA	DRIVEWAY ASPHALT	1998	420	\$405		
2	RUDU-M	UNFIN DETACH UTIL MT	1999	1	\$183		
Sales History							
Previous Owner:				BURGESS STEVE & BURGESS JOYCE			
Month/Year	Book/Page	Type	DOR Code	Condition	Amount		
1/2021	10363 / 2384	Quit Claim Deed	11	I	\$0		
1/2021	10268 / 2962	Quit Claim Deed	11	I	\$35,000		
5/2009	8092 / 1272	Quit Claim Deed	11	I	\$0		
5/2009	8078 / 1009	Quit Claim Deed	11	I	\$0		
1/2002	4832 / 1206	Quit Claim Deed		I	\$0		
10/1983	1287 / 0977			I	\$22,000		



BUSINESS ITEMS 2.3

Zephyrhills Park Master Plan Phase II

Issue:

The CRA Board of Commissioners approve Scope of Services Phase II with GAI Consultants, Inc. for completion of the City of Zephyrhills Parks and Recreation Master Plan.

Background:

The Phase 1 Existing Conditions Analysis provides a foundation for understanding the strengths and opportunities of the City's park and recreation system and a basis for implementing future park initiatives. An analysis of existing park and facility conditions, an assessment of the City's park policy framework and our recreation market.

Phase II (contract provided in your back-up) will identify areas to target for future park development. Guiding principles for the future recreation system. General park site design guidelines, including accessibility and sustainability recommendations. Developing recommendations and a capital improvement strategy for the park system, including the cost of renovating existing parks, necessary improvements to city facilities based on the inventory dashboard developed in phase one of this project. The plan will include costs to renovate each park to bring the facility to an acceptable level of service. This may include repair, replacement, and/or new or additional park elements. Costs and projects will be outlined and prioritized by short and long term goals, over a 10-year planning horizon.

Attachment(s):

1. CSG_Scope and Fee_City of Zephyrhills PRMP_Ph2_2024.09.24 final (3)

Fiscal Impact:

Funding for Phase II Scope of Services (\$75,000) is included in the FY 2024/2025 CRA approved budget.

Staff Recommendation:

Staff recommends approval of \$75,000 for Phase II of the City of Zephyrhills Master Park Plan.

September 24, 2024

GAI Project R221018.03

Ms. Gail Hamilton
CRA Director
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Scope of Services

City of Zephyrhills Parks and Recreation Master Plan (PRMP): Part 2 Zephyrhills, Florida

Dear Ms. Hamilton:

GAI's Community Solutions Group (CSG) appreciates the opportunity to continue to work with you and the City of Zephyrhills (City) on Phase 2 of your Parks and Recreation Master Plan.

Project Understanding

The Parks and Recreation Master Plan (PRMP) will be a road map for the future of the City's system. The PRMP will culminate in a final vision and master plan to guide the City for the next 10 years.

This project has been undertaken in two parts. Part 1 was completed in September 2024. The following scope of services specifically defines the tasks included in Part 2 to complete the plan, anticipated to be completed in Spring 2025.

Work Completed in Part 1

GAI completed the tasks defined in the scope of services for The City of Zephyrhills Parks and Recreation Master Plan Part 1, which resulted in the completion of Part 1 of the PRMP, including the following elements:

- Project Introduction and Purpose
- Documentation Review Summary
- Demographics and Population Summary
- Parks and Recreation Survey Results Summary
- Inventory and Existing Conditions

Scope of Services Part 2

The following Scope of Services defines tasks proposed as necessary for the completion of the City of Zephyrhills Parks and Recreation Master Plan: Part 2. Herein after all references to the City or Client will mean the City of Zephyrhills, POC will mean City's Point of Contact for the project, and references to the Consultant or GAI will mean GAI Consultants, Inc. Community Solutions Group and its subconsultant(s).

Tasks under this Scope of Services include:

Task 1 – Parks and Recreation Master Plan

1.1 Future Expansion

Consultant will identify areas to target for future park development to resolve level of service gaps.

- The Consultant will provide general locations for the development of new parks or for the expansion of existing parks, utilizing equity-based level of service standards.
- The Consultant will identify potential areas for park system expansion based upon level of service analysis. These areas will be identified on an aerial basemap at an appropriate scale for current planning purposes.
- The Consultant will meet with Pasco County to discuss regional park needs.

1.2 Visioning

Consultant will create the vision for a future parks and recreation department based on the results of the findings and public input. Visioning will generally provide guidance for improving the quality of the park system. Visioning will include:

- Develop guiding principles for the future of the parks and recreation system
- Goals and objectives as they tie into the City's Recreation and Open Space of the Comprehensive Plan
- General park site design guidelines, including CPTED recommendations, general accessibility guidelines, and sustainability recommendations

1.3 Review Meeting

- Staff Review. Consultant will conduct a staff workshop meeting to discuss the expansion and vision of the park system, answer questions, and gain feedback and support from City departments.

Task 2 – Recommendations & Capital Improvement Plan

The Consultant will develop recommendations and a capital improvement strategy for the park system. This strategy will include:

2.1 Recommendations & CIP

- Develop recommendations not specifically tied to a capital project but to further advance the guiding principles.
- Capital Improvement Plan (CIP). The CIP outlines the strategy to address any known deficiencies in existing parks and levels of service, and provides a long-range, flexible plan that accommodates existing, currently planned, and future proposed improvement projects. The CIP captures the replacement and lifecycle costs for the park facilities so that the expenses can be prioritized and properly accounted for in requests for funding. The CIP will, at a minimum, identify:
 - Cost of renovating existing parks and recreation facilities.

- Necessary improvements to existing park facilities based on the inventory dashboard developed in part 1 of the project.
- Cost to renovate each park to bring the facility to the acceptable level of service. This may include repair, replacement, and/or new or additional park elements.
- Costs and projects outlined and prioritized by short and long term over the 10-year planning horizon.

2.2 Final Meetings

- Staff Review. Consultant will conduct a staff workshop to review the recommendations and discuss the CIP plan.
- Consultant will make a final presentation to the City of Zephyrhills with the goal of adopting the PRMP.

Deliverables

Consultant will deliver the following:

- *Parks and Recreation Master Plan Report:*
 - *Part 1 report information*
 - *Development Plan and for each existing park*
 - *Opportunities for park system expansion*
 - *Guiding Principles*
 - *Recommendations including the Capital Improvement Plan for the park system*

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable within eight (8) months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

The total cost of GAI's services under this proposal is Eighty-Five Thousand Three-Hundred Twenty Dollars (\$75,000.00) to be paid on a lump sum basis, including all direct expenses. Fees are broken out as follows:

Task	Description	Method of Payment	Fee
1	Parks and Recreation Master Plan	Lump Sum	\$35,000
2	Recommendations and Capital Improvements Plan	Lump Sum	\$39,500
Expenses			\$500
Total Fee			\$75,000

Payment

Payment will be in accordance with the Terms and Conditions of the Continuing Services Agreement.

Additional Services

The following items are some services that may be provided as Additional Services:

- On-site and/or in-person meetings in addition to those specifically identified in the above scope of services.
- Any services not specifically listed in the above scope of services.

Please do not hesitate to contact me at 321.319.3161, k.caborn@gaiconsultants.com if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the Continuing Services Agreement.

Sincerely,

**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

Kristin Caborn, CPRE/FCP
Planning Director

Peter C. Sechler, PLA/AICP/MBA
Vice President

KC:PCS/cl

BUSINESS ITEMS 2.4

Arborist Services for City of Zephyrhills

Issue:

The CRA Board of Commissioners approved a contract with Chen Moore and Associates for arborist services for the management of trees within the city's park properties and the Historic Jeffries and Abbott Neighborhoods.

Background:

The scope of services includes: Scope provided in your back-up.

Task 1 – Annual Park Tree Inventory/Planting Space Assessments, Report and Street Tree Evaluations Consultant shall perform the following on an annual basis: Park Tree Inventory and Planting Space Assessments □ Tree inventory data shall be collected within the parks identified, utilizing a centimeter grade EOS Arrow Gold Plus GPS unit. Tree assessments shall be predicated on the following attributes collected:

Species common and scientific names

- Trunk diameter at breast height (DBH) in inches
- Canopy spread in feet.
- Condition rating (per the Council of Tree and Landscape Appraiser's Guide for Plant Appraisal, 10th Edition); including identification of critical condition or dead trees that may pose hazards
- Defects - up to three per tree (including trunk/limb damage, decay, root defects, pests, etc.)
- Recommendations - up to two per tree (including fertilization, pruning, bracing, removal, etc.) o Utility Conflicts □
- Street Tree Evaluation Concurrently, with the annual park tree inventory, CMA will evaluate street trees in the Historic Jeffries and Abbott neighborhoods (outlined in red) that are in poor or worse condition as outlined by Council of Tree and Landscape Appraisers Guided to Plant Appraisal within the City's public right of way. CMA will provide recommendations for corrective actions such as pruning or removal/replacement for trees found to be in poor or worse condition.
- Task 2 – Supplemental Park and Street Tree Assessments - Consultant shall perform the following bimonthly inspections (i.e., every other month) at City wide properties to evaluate the following:
 - Park Sites □ Assess the health/condition of pre-existing trees or newly installed supplemental tree plantings. □ Provide recommendations to address tree health/condition issues (e.g. pruning, fertilization, bracing, removal, etc.). □ Inspection of tree installation or tree care work (pruning, bracing, etc.) pending completion of the work. Streets within

Historic Jeffries and Historic Abbott Neighborhoods □ Inspect recently installed street trees. A report will be prepared summarizing the findings from the bi-monthly park and street tree inspections. Schedule and Fee for services is \$50,000. per year, the contract is contemplated for three years.

Attachment(s):

1. Zephyrhills Consulting Arborist Services Proposal (CMA 11-15-2024) (1)

Fiscal Impact:

Funding for the Arborist Services from Chen Moore and Associates is included in the 2024/2025 approved CRA budget.

Staff Recommendation:

CRA Staff recommends approval of Arborist Services by Chen Moore and Associates for the City Parks and for the Historic Jeffries and Abbott Neighborhood as part of the Street Tree Program.

November 15, 2024

SENT VIA E-MAIL

KMiller@ci.zephyrhills.fl.us

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

**Subject: Consulting Arborist Services for City of Zephyrhills
Zephyrhills, Pasco County, Florida
CMA Proposal Number 24-0000.P0100**

Dear Ms. Miller:

Chen Moore and Associates (CMA) is pleased to submit this Agreement for Professional Services to assist you with consulting arborist services for the above-referenced project.

PROJECT INTRODUCTION

Per a phone conversation between you and Brian Voelker of Chen Moore (CMA) on September 24th, 2024, we understand that the City of Zephyrhills (City) is seeking assistance with the management of trees within the City's Park properties and the Historic Jeffries and Abott neighborhoods (±213 acres total). This contract will be administered through contractual mechanisms (piggybacked contract) that allows the contracting City (Zephyrhills) to secure similar services CMA provides to other municipalities. CMA was recently (August 5, 2024) presented with a notice of award from the City of Edgewater for Consulting Arborist Services. This contract shall be considered the basis for the contracted arborist services for a period of three (3) calendar years, beginning on the date of an executed contract or notice to proceed from the Client. The contracted arborist services shall be conducted on an annual basis.

Please refer to attachment 3 for this contract. The anticipated consulting arborist services to be provided include the following on an as needed basis.

- Inventory and assessment of existing trees
 - Health assessments
 - Pruning recommendations
 - Identification of hazardous trees
- Identification of potential tree planting locations
- Species recommendations for new tree plantings

The "Client" is the City of Zephyrhills (City).

The "Consultant" is Chen Moore and Associates (CMA).

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Project Manager/Principal Landscape Architect – Eric Harrison, PLA
Senior Environmental Scientist/Certified Arborist – Brian Voelker
Project Environmental Scientist/Certified Arborist – Camille Schillizzi

SCOPE OF SERVICES

Task 1 – Annual Park Tree Inventory/Planting Space Assessments, Report and Street Tree Evaluations

Consultant shall perform the following on an annual basis:

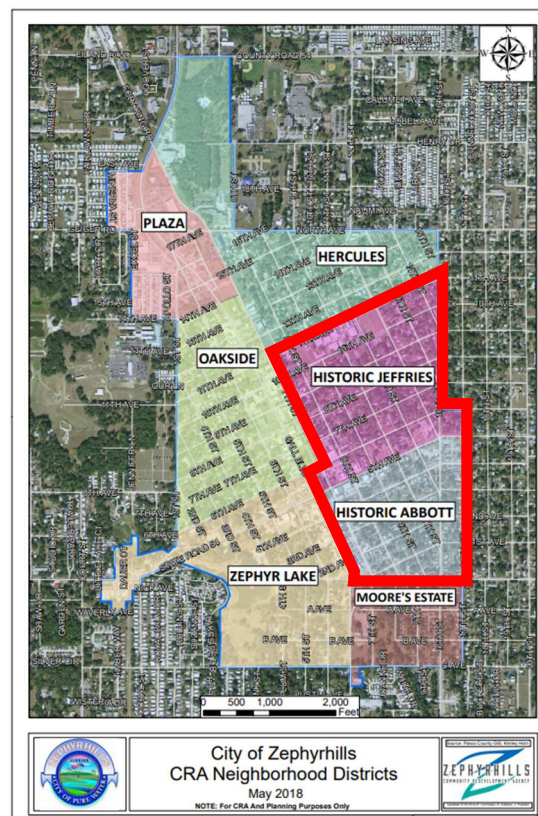
Park Tree Inventory and Planting Space Assessments

- Tree inventory data shall be collected within the parks identified, utilizing a centimeter grade EOS Arrow Gold Plus GPS unit. Tree assessments shall be predicated on the following attributes collected:
 - Species common and scientific names
 - Trunk diameter at breast height (DBH) in inches
 - Canopy spread in feet
 - Condition rating (per the Council of Tree and Landscape Appraiser's *Guide for Plant Appraisal*, 10th Edition); including identification of critical condition or dead trees that may pose hazards
 - Defects - up to three per tree (including trunk/limb damage, decay, root defects, pests, etc.)
 - Recommendations - up to two per tree (including fertilization, pruning, bracing, removal, etc.)
 - Utility Conflicts
- Park sites to be inventoried are listed below. Additionally, CMA will identify potential open space within the parks listed for additional tree planting or receiving areas.
 - Zephyr Park (including Alice Hall Community Center, Water Park, and Wickstrom Stage) These properties are currently under construction and excluded from first annual assessment)
 - Sheppard Park
 - Clock Park
 - Transplant Park
 - Veterans Memorial Park
 - Depot Park
 - Ellis Harold Park
 - Krusen Park (including Skate Park)
 - Gunner Paw Park
 - Hercules Park (presently under construction and excluded from the first annual assessment)

Street Tree Evaluation

Concurrently, with the annual park tree inventory, CMA will evaluate street trees in the Historic Jeffries and Abbott neighborhoods (outlined in red) that are in poor or worse condition as outlined by Council of Tree and Landscape Appraisers *Guided to Plant Appraisal* within the City's public right of way. CMA will provide recommendations for corrective actions such as pruning or removal/replacement for trees found to be in poor or worse condition.

This task does not include an inventory of all the City's tree plantings within the right of way of these two (2) neighborhoods (just the poor condition or worse trees).



CMA will provide the City with a report summarizing the findings from the field visits/data collection for each park. This report will include existing tree location maps and data tables; summary of tree data findings and recommendations (i.e. pruning, fertilization, bracing, removal, etc.); maps depicting proposed tree locations; species recommendations for new tree plantings. The report will also include a map and table depicting street trees of concern, as well as a list of recommended tree species to serve as replacements or new installations.

- Park sites, reports assessments, inventories, etc. may be updated/revised or amended to include additional parks throughout the duration of this contract.

Task 2 – Supplemental Park and Street Tree Assessments - Consultant shall perform the following bi-monthly inspections (i.e., every other month) at City wide properties to evaluate the following:

Park Sites

- Assess the health/condition of pre-existing trees or newly installed supplemental tree plantings.
- Provide recommendations to address tree health/condition issues (e.g. pruning, fertilization, bracing, removal, etc.).
- Inspection of tree installation or tree care work (pruning, bracing, etc.) pending completion of the work.

Streets within Historic Jeffries and Historic Abbott Neighborhoods

- Inspect recently installed street trees.

A report will be prepared summarizing the findings from the bi-monthly park and street tree inspections. Newly added or constructed parks will be added to this contract as an Amendment for the services listed within the contract.

SCHEDULE AND FEES

Consultant is prepared to begin work upon execution of the contract, and the scope items will be completed on a mutually agreed upon schedule. The duration of the services will be for three (3) years from the date of execution of the contract. The fees for this project will be billed on an hourly basis per CMA's hourly rate schedule outlined in the piggybacked contract with the City of Edgewater, included as attachment 4. If CMA's annual fees to perform the above scope are anticipated to exceed \$50,000.00, CMA will request written authorization from the City to continue work prior to exceeding the budget.

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly NTE Fees</u>	<u>Total Fees</u>
Year 1 Services	<i>Annual Inventory Report</i> <i>Bi-Monthly Supplemental Park/Tree Assessments (five assessments per year)</i>	\$0.00	\$50,000.00	\$50,000.00
Year 2 Services	<i>Annual Inventory Report</i> <i>Bi-Monthly Supplemental Park/Tree Assessments (five assessments per year)</i>	\$0.00	\$50,000.00	\$50,000.00
Year 3 Services	<i>Annual Inventory Report</i> <i>Bi-Monthly Supplemental Park/Tree Assessments (five assessments per year)</i>	\$0.00	\$50,000.00	\$50,000.00
	PROJECT TOTAL	\$0.00	\$150,000.00	\$150,000.00*

*Note: The total fee of \$150,000/year includes the reimbursable expenses noted above (max of \$5,000/year).

The basis for the above scope of services and associated fee(s) is based on the following:

- This scope does not include tree removal permitting services or development of landscape plans.

CMA's arborists and certified landscape architects can provide permitting services and landscape plans under an additional services agreement beyond the scope of this contract.

- This scope of services does not include physical tree care work (e.g., planting, pruning, etc.).
- This scope does not include interim site inspections beyond the bi-monthly visits described above. If the City requires additional site visits, then CMA may provide these visits under an additional services agreement beyond the scope of this contract.
- This scope does not include a *full* GPS street tree inventory. Only trees found to be in poor or worse condition will be inventoried.
- This scope will include assessments of tree conditions and proposed measures to mitigate defects (including removal recommendations for dead or critical condition trees). However, this scope does not include tree risk assessments using the International Society of Arboriculture Tree Risk Assessment Qualification (TRAQ) methodology. If required, TRAQ assessments may be performed under a separate additional services agreement.
- Newly added Parks will be added to this contract as an Amendment for the services listed within the contract.
- CMA will submit a schedule to the City reflecting the proposed dates for inventory and bi-monthly services for each park.

Information to be provided by the Client:

- The City will provide CMA with location/boundary information for new park sites that are constructed during the three-year contract period.
- The City will provide CMA with information (in GIS or other format) on below ground utility locations within the park sites. This information will be used to identify potential below-ground conflicts for proposed tree planting locations.

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707, my cell phone at (954) 559-6362, or send me an electronic message at bvoelker@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Brian Voelker
Senior Environmental Scientist

BV/eh

Attachments:

1. Exhibit A - General Conditions/Provisions
2. Exhibit B - Agreement for Professional Services/Work Authorization
3. Notice of Award for City of Edgewater Consulting Arborist Services Contract
4. CMA Hourly Rate Schedule

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.
- d) Client shall require that Contractor indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of its contract with Client. In addition, Client shall require that Contractor endorse Consultant as an Additional Insured to the same extent Client is endorsed by Contractor as an Additional Insured. Consultant shall be an express third-party beneficiary of the contract between Client and Contractor solely for the limited purpose of this indemnification and insurance requirement.
- e) Nothing herein shall be deemed a waiver, express or implied of the Client's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement

constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT.

12.0 Instruments of Service Ownership

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that, prior to filing a lawsuit, all disputes, arising out of the Agreement or otherwise pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient

manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement either party may terminate this Agreement upon seven (7) days written notice, during which period the non-terminating party fails to cure a material or substantial breach of a provision of this Agreement. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, have any authority, duty or responsibility to supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority, duty or responsibility for, or control over, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

22.0 Force Majeure

Except with respect to payment obligations under this Agreement, neither party will be liable for any breach or failure to perform under this Agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, acts of God or public enemy or terrorist act, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, pandemics, or any other cause or conditions beyond such party's reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: Consulting Arborist Services for City of Zephyrhills
Client Name: City of Zephyrhills
Client Contact: Karen Miller
Client Address: 5335 8th Street, Zephyrhills, FL 33542
Client Phone/Fax: 813-780-0000 ext. 3536
Client E-mail: KMiller@ci.zephyrhills.fl.us

CMA Proposal No.: 24-0000.P0100
Agreement Date: November 15, 2024

FEE: Hourly not-to-exceed fee of \$150,000.00

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

CITY OF ZEPHYRHILLS (CLIENT)

Authorized Signature

Print Name/Title

Date



City of Edgewater

104 N. Riverside Drive
Edgewater, FL 32132

Action Summary

City Council

Monday, August 5, 2024

6:00 PM

Council Chambers

Immediately following the CRA Meeting

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE AND INVOCATION

Present: 5 - Mayor Diezel DePew, Councilwoman Charlotte Gillis, Councilwoman Gigi Bennington, Councilwoman Debbie Dolbow, and Councilman Jonah Powers

Also Present: 4 - City Attorney Aaron Wolfe, City Manager Glenn Irby, City Clerk Bonnie Zlotnik, and Assistant to the City Clerk Monique Toupin

2. APPROVAL OR CHANGES/MODIFICATIONS TO THE AGENDA

3. APPROVAL OF MINUTES

4. PRESENTATIONS/PROCLAMATIONS/PLAQUES/CERTIFICATES/DONATIONS

- a. [AR-2024-945](#) Presentation by Stanley Consultants regarding the Shared Use Non-motorized (SUN) Trail Design from Roberts Rd to Dale St.
- b. [AR-2024-950](#) Edgewater Animal Shelter - Animal Showcase

5. CITIZEN COMMENTS

6. CITY COUNCIL REPORTS

7. CONSENT AGENDA

A motion was made by Councilwoman Bennington, second by Councilwoman Dolbow, to approve the Consent Agenda. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

- a. [AR-2024-928](#) Recommendation to award and authorize the City Manager to execute contracts to YBE Consulting, Inc., and Chen Moore and Associates for Arborist Services on an as needed basis. (RFP 24-ES-09)

- b. [AR-2024-929](#) Recommendation to award and authorize the City Manager to execute contracts to Tetra Tech Inc., GrantWorks, Inc., and DCMC Partners for FEMA Technical Assistance Consultant Services on an as needed basis. (RFP 24-ES-06)
- c. [AR-2024-935](#) Grant Administrative Services - Rehabilitation of Sanitary Sewer Lines and Manholes (CDBG 23DB-N33) (RFP 24-ES-08).
- d. [AR-2024-937](#) Award RFQ 24-DS-07 Professional Surveyor Services
- e. [AR-2024-939](#) Wet-Well Lining at Sewage Lift Stations #24 and #28
- f. [AR-2024-943](#) Renewal of Contracts for Emergency Debris Hauling and Disposal (RFP 21-ES-16)
- g. [AR-2024-944](#) Renewal of ITB 23-ES-02 "Chemical for Water Treatment Facilities-Ammonium Sulfate"
- h. [AR-2024-949](#) Updates to Standard Construction Details

8. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- a. [2024-O-38](#) 2nd Reading - Ordinance No. 2024-O-38: Request to amend Chapter 10 of the City of Edgewater's Code of Ordinances to regulate Food Trucks.

A motion was made by Councilman Powers, second by Councilwoman Gillis, to approve Ordinance No. 2024-O-38. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers
- b. [2024-O-34](#) 2nd Reading - Ordinance 2024-O-34: Request to make text amendments changes to Chapter 21 of the Land Development Code to Article II - Definitions, Article III - Permitted, Conditional, Accessory, and Prohibited Uses, Article IV - Resource Protection Standards, and Article V - Site Design Criteria.

A motion was made by Councilwoman Dolbow, second by Councilwoman Bennington, to approve Ordinance No. 2024-O-34. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers
- c. [2024-O-24](#) 1st Reading - Ordinance No. 2024-O-24 Traffic/Parking

A motion was made by Councilwoman Dolbow, second by Councilman Powers, to approve Ordinance No. 2024-O-24. The MOTION was APPROVED by the following vote:

Yes: 3 - Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

No: 2 - Mayor DePew and Councilwoman Gillis

d. [2024-O-36](#) 1st Reading - Ordinance No. 2024-O-36:

A motion was made by Councilwoman Dolbow, second by Councilman Powers, to approve Ordinance No. 2024-O-36. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

e. [2024-O-19](#) 1st Reading - Ordinance No. 2024-O-19: Amending the Impact Fees related to Article XVII (Development/Impact Fees) of the Land Development Code.

A motion was made by Councilwoman Dolbow, second by Councilwoman Bennington, to approve Ordinance No. 2024-O-19. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

f. [2024-O-42](#) 1st Reading - Ordinance No. 2024-O-42: Amending Chapter 13 (Personnel), Section 13-40 (Board of Trustees for General Employees Pension Trust Fund) of the Code of Ordinances.

A motion was made by Councilman Powers, second by Councilwoman Bennington, to approve Ordinance No. 2024-O-42. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

g. [2024-R-12](#) Resolution No. 2024-R-12: Modifying the Schedule of Fees/Rates

A motion was made by Councilman Powers, second by Councilwoman Dolbow, to approve Resolution No. 2024-R-12. The MOTION was APPROVED by the following vote:

Yes: 3 - Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

No: 2 - Mayor DePew and Councilwoman Gillis

9. BOARD APPOINTMENTS

a. [AR-2024-908](#) Recreation & Cultural Services Board - Councilwoman Gillis' appointment due to the term expiration of Laura Konters.

A motion was made by Councilwoman Gillis, second by Councilwoman Bennington, to reappoint Laura Konters to the Recreation and Cultural Services Board. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

10. OTHER BUSINESS

- a. [AR-2024-936](#) Designation of Elected Official authorized to vote at the Florida League of Cities Annual Business Session.

A motion was made by Councilwoman Bennington, second by Councilman Powers, to authorize Mayor Depew to vote at the Florida League of Cities Annual Business Session. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

- b. [AR-2024-948](#) Rotary Waiver of Park Fee Request

A motion was made by Councilwoman Bennington, second by Councilwoman Dolbow, to approve the Rotary Park request. The MOTION was APPROVED by the following vote:

Yes: 5 - Mayor DePew, Councilwoman Gillis, Councilwoman Bennington, Councilwoman Dolbow and Councilman Powers

11. OFFICER REPORTS

- a. City Clerk
- b. City Attorney
- c. City Manager

12. CITIZEN COMMENTS**13. ADJOURN**



2023/2024 Hourly Rate Schedule

<u>Labor Category</u>	<u>Hourly Rate</u>
President	\$550
Principal	\$400
Principal Engineer	\$300
Senior Engineer	\$210
Project Engineer	\$185
Associate Engineer	\$130
Engineer	\$115
Principal Landscape Architect	\$225
Senior Landscape Architect	\$165
Project Landscape Architect	\$125
Associate Landscape Architect	\$110
Landscape Designer	\$110
Principal Planner	\$240
Senior Planner	\$140
Project Planner	\$100
Associate Planner	\$90
Senior Environmental Scientist	\$160
Project Environmental Scientist	\$125
Senior Designer	\$160
Designer	\$120
Senior Technician	\$110
Technician	\$100
Senior Construction Specialist	\$150
Construction Specialist	\$100
Administrative Staff	\$100
Intern	\$70