



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, November 29, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Nick Deford
Pledge of Allegiance – Council President

1. MAYOR

1.1 Greg First Proclamation

1. Greg First

1.2 Kerry Ryman Proclamation

1. Kerry Ryman

2. CONSENT ITEMS

2.1 November 8, 2021 Regular Meeting Minutes

1. M11-08-2021

**2.2 Request Council Approval on Florida Design Contractors - Change Order No. 3 - WWTP
AWT Project**

1. Zephyrhills AWT - CO #03

2.3 Approval of Airport Rescue Grant No. 24-21-09

1. ZPH-SOG-3-12-0089-024-2022-Grant Agreement - unsigned

- 2.4 Approval to Purchase a Chevy Silverado 2500HD for the Wastewater Division from Alan Jay Chevrolet

1. ALAN JAY

- 2.5 Approval to Purchase a Generator at the Tank Site for the Water Division by RCM Utilities

1. Storage Tank Site Generator

- 2.6 Approval to Purchase a Tractor/Loader/Backhoe for the Water Division from Catapillar

1. 430 CITY OF ZEPHYRHILLS QUOTE V 11-22

2. CM20200225-ae8cb-645a1

- 2.7 Approval of First Amendment to the Zephyrhills Golf Course Lease No. 29-21-01 - Under Par, Inc.

1. 11.18.2021 FIRST AMENDMENT TO LEASE (002)

2. ZPH - Access Road and Golf Course Exhibit B

3. zephyrhills golf course lease Exhibit A

3. BUSINESS ITEMS/CITY MANAGER'S REPORT

- 3.1 Schedule a Date for the 2022 Municipal Election Mayor's Caucus

4. CITY ATTORNEY'S REPORT

- 4.1 Abbott Square CDD Ordinance

First Reading **ORDINANCE NO. 1430-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AN ORDINANCE ESTABLISHING THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS AND AN EFFECTIVE DATE."**

1. Ordinance 1430-21 - Abbott Square CDD 11-15-2021

2. Ordinance 1430-21 Exhibit 1

3. Ordinance 1430-21 Exhibit 2

- 4.2 Land Development Code Amendment to Table 2.02.01

First Reading First Reading **ORDINANCE NO. 1431-21 – “AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA**

AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.”

1. Ordinance 1431-21 Amendment to Land Development Code Table 2.2.01 DRAFT
2. 1431-21 Exhibit A TABLE 2 (DRAFT 1)

4.3 Silver Oaks PUD Amendment

First Reading **ORDINANCE NO. 1432-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.”**

1. Ordinance 1432-21 Silver Oaks PUD Modification
2. Silver Oaks Master Plan Map

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

5.1 Zephyr Lakes Phases 1A, 2A, 2B, and 4A Performance Bond Release

1. Phase 1A 2A 2B 4A Performance Bond Release

5.2 Zephyr Lakes Phase 2D Performance Bond Release

1. Phase 2D Performance Bond Release

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 takes great pride in recognizing citizens who give their time to make our community a better place; and

WHEREAS, volunteers do not necessarily have the time; they just have the heart; and

WHEREAS, Greg First made a tremendous contribution as the Bulldog Stadium announcer by providing play-by-play broadcasts for 40 seasons at the Zephyrhills High School football games, and assisting with homecomings, senior nights and other special events; and

WHEREAS, an amazing volunteer offers their gift of time, inspires hopes and dreams, enjoys helping others, encourages teamwork, is selfless, generous and kind and extends a helping hand and makes a difference; and

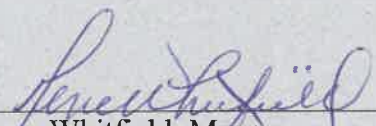
WHEREAS, volunteers don't get paid, not because they're worthless, but because they're priceless. Although, First was a volunteer, he jokes he was paid over the years in the form of hamburgers, hot dogs and boiled peanuts; and

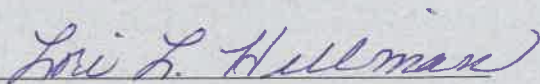
WHEREAS, the Zephyrhills High School press box in Bulldog Stadium has been named the First-Ryman Press Box in honor of longtime volunteers Greg First and Kerry Ryman; and

WHEREAS, the City Council of the City of Zephyrhills recognizes Greg First for his dedication and commitment to serving our hometown community.

NOW, THEREFORE, BE IT RESOLVED that I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills hereby recognize Greg First on this the 29th day of November 2021.




Gene Whitfield, Mayor


Attest: Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, the City of Zephyrhills takes great pride in recognizing citizens who give their time to make our community a better place; and

WHEREAS, volunteers do not necessarily have the time; they just have the heart; and

WHEREAS, Kerry Ryman made a tremendous contribution by operating the clock and scoreboard for 40 seasons at the Zephyrhills High School football games, and assisting with homecomings, senior nights and other special events; and

WHEREAS, an amazing volunteer offers their gift of time, inspires hopes and dreams, enjoys helping others, encourages teamwork, is selfless, generous and kind and extends a helping hand and makes a difference; and

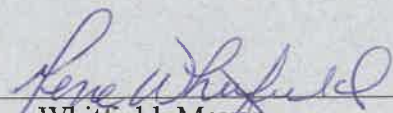
WHEREAS, volunteers don't get paid, not because they're worthless, but because they're priceless. Although, Ryman was a volunteer, he jokes he was paid over the years in the form of hamburgers, hot dogs and boiled peanuts; and

WHEREAS, the Zephyrhills High School press box in Bulldog Stadium has been named the First-Ryman Press Box in honor of longtime volunteers Greg First and Kerry Ryman; and

WHEREAS, the City Council of the City of Zephyrhills recognizes Kerry Ryman for his dedication and commitment to serving our hometown community.

NOW, THEREFORE, BE IT RESOLVED that I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills hereby recognize Kerry Ryman on this the 29th day of November 2021.




Gene Whitfield, Mayor


Attest: Lori L. Hillman, City Clerk

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on November 8, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic, Building Official Bill Burgess, Director of Planning Todd Vande Berg, Finance Director Ted Beason, HR Director Sandra Amerson, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman and City Clerk Lori Hillman.

Alan Knight gave the Invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 East Pasco YMCA Update – Paul Conley

Paul Conley District Executive Director East Pasco and Dade City YMCA – 16017 Westerham Drive – Tampa, Florida 33647

Mr. Conley said the Zephyrhills YMCA is a community recreational center with a pool for children to learn to swim and be safe around water. The YMCA provides subsidy and scholarships to ensure that no child or family is held back by the inability to pay and last year, the YMCA contributed over \$93,000. This year the YMCA doubled their summer camp program with over 70 kids a week and 678 children attended the Learn to Swim Program.

Mr. Conley said the YMCA shifted to Relief Care during the 12 week COVID shutdown to provide child care services to emergency personnel to make sure the kids were taken care of for those who were taking care of the community. The YMCA reopened in May 2021 with limitations and in a pandemic year, over 63,000 citizens walked through the East Pasco YMCA doors.

Mr. Conley said the East Pasco YMCA is a negative surplus facility that runs a deficit of \$80,000 and he is focused on attaining a positive surplus YMCA. The YMCA wouldn't be able to run without the City's great partnership with the YMCA but said the YMCA needs to grow and expand in the next two decades to be sustainable as Zephyrhills grows. For a YMCA to be strong, it needs a strong board of advisors and he is looking for 10-15 people to serve on a board to tackle the key issues within Zephyrhills. In closing, he said \$120,000 is currently being invested in pool renovations and said anytime the YMCA and City can partner, let the YMCA manage the swimming pools.

2. CONSENT ITEMS

- 2.1 October 11, 2021 Regular Meeting Minutes
- 2.2 October 25, 2021 Regular Meeting Minutes
- 2.3 Approval of Agreement 41-21-38 for the Purchase of Products and Services to Support Drinking Water Production and Sewer Collection SCADA Needs with Data Flow Systems, Inc.
- 2.4 Approval of Agreement 41-21-37 for the Purchase of Products and Services to Support the Neptune Meter R900 Automated Meter Reading System with Ferguson Waterworks
- 2.5 Approval of Piggyback Agreement 41-21-36 with Pasco County for the Purchase of As Needed Pumps Overhaul and Related Equipment Repair for Water and Wastewater Treatment Plants with PSI Technologies, Inc.
- 2.6 Approval of Task Assignment 22-02 for the North Side Master Lift Station and Force Main Project Design with Jones Edmunds
- 2.7 Resolution 786-21 Amend Resolution No. 783-21 from Payable Semi-Annually to Monthly for Mayor-Council Compensation
RESOLUTION NO. 786-21 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 783-21 ESTABLISHING COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS.”
- 2.8 Approval of Facility Encroachment Agreement 41-21-39 for Conveyance of Potable Water and Raw/Treated Sewage at Gagne Development with CSX Transportation, Inc.
- 2.9 Approval to Purchase Police Vehicles – Florida Sheriff's Association Contract

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

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

BUSINESS ITEMS

3. **CITY MANAGER'S REPORT**

3.1 Approval of Lease Agreement 29-21-03 for the Jeffries House and Carriage House – Tina and Joe's Café

City Manager William Poe said on September 13, 2021, City Council awarded a bid to Tina and Joe Novack to operate Tina and Joe's Cafe at the Jefferies/Carriage House located at 38537 5th Avenue. Staff prepared a lease agreement with the information listed below.

- The original term will expire on September 30, 2028;
- Two subsequent, five year renewal options, with each party issuing their decision to renew, in writing, six months in advance of expiration;
- The cafe shall remit 90% of rent collected from the second floor apartment of the Carriage House to the City;
- The cafe is responsible for all permits, licenses, utilities, and associated bills to operate;
- The cafe is responsible for all furnishings and equipment to operate;
- The cafe will provide day-to-day maintenance and cleanup of the property;
- If a license is obtained to sell beer and wine, the gross sales shall not exceed 49% of the café's revenue;
- The City will be responsible for maintaining and repairing all plumbing, electrical, lighting fixtures, nob and tube removal, heating, ventilating and air conditioning, natural gas, and building systems and fixtures;
- Contractor is responsible for light bulbs, lamps, and A/C filters, walls, doors, flooring, landscape areas, mowing, pruning, and fertilizing of sod and plants;
- All capital improvements to the property shall be permanent and shall become property of the City;
- The cafe must obtain written approval from the City Manager before making any permanent physical improvements;
- The property is offered to the cafe rent free for the first three (3) years. Beginning year 4, the café will pay the City 3% of their gross income quarterly;
- Within 90 days after the close of each fiscal year, the cafe shall submit a certified financial review to the City's Finance Director;
- The cafe will hold the appropriate insurances and fully indemnify the City;
- Neither party shall assign or delegate this lease agreement without prior written consent of the other party;
- Tina and Joe Novak will retain majority ownership of the cafe. Any proposed partnerships must be approved by the City in advance.

Spoke from the floor: Christina Novack – 37936 Tucker Road – Zephyrhills, FL

Christina Novack said she and Joe have five year's experience in the restaurant business and guesstimated initial expenses in the neighborhood of \$15,000 for kitchen equipment, coolers, indoor/outdoor seating, and signage. The café plans to open serving breakfast and once they establish a flow and hire needed staff, they will open for lunch and gradually open for dinner. She guesstimated gross revenue of \$400,000 to \$600,000 in the third year. Christina said she plans to use the rental of the Carriage House apartment as an incentive for an employee and would like to open by December 1st.

Spoke from the floor: Joe Novack – 37936 Tucker Road – Zephyrhills, FL

Joe Novack said the café's best years in Dade City generated \$200,000 with his worst year generating \$100,000 (open three hours a day). He said he will lose 10 to 15 seats with the smaller rooms in the Jeffries House but will be close to 50 total with outside seating. There will be no fried foods, only fresh salads and sandwiches. Dinner will be a pre-set menu of soup, salad, entree, and dessert for one price.

A conversation ensued relating to the first three years of the lease rent free and setting precedent for future businesses, the initial seven (7) year term of the lease, renegotiating the 3% gross income after the initial agreement prior to renewal, adjusting the initial lease term of seven years to five years with graduated percentages and the actual costs associated with replacing major building systems. Council concurred the City needs to assist the café to recoup their initial investment and then begin assessing a percentage of gross profits, ensure the matrix created for this lease is consistent moving forward while navigating uncharted water, and address long-term maintenance for City owned buildings that are returned to the City in a dilapidated or unusable state.

City Manager William Poe said the framework of this lease is similar to Tennis Pro Florida. The major factor for extending free rent for three years is based on Tina and Joe investing in a City-owned building. City Manager William Poe acknowledged Council's concerns and requested Council allow the Novacks to continue working in the building and allow staff to revisit the lease.

Councilman Proctor said the City cannot compare the Tennis Center to Tina and Joe's Café, it's apples and oranges, net sales versus gross sales.

City Attorney Matthew Maggard said the lease was written to ensure the success of the café as an economic driver downtown and cover building maintenance costs long-term, not to make money. The City will retain 90% of the cost to rent the second floor of the Carriage House and will assure the apartment does not sit vacant. He suggested Council finalize the proposed lease or reject the Request for Proposal (RFP) and re-advertise for bid.

Councilman Knight voiced his concern with the City spending \$150,000 to renovate the Carriage House under the promise that the building would be leased for \$2,000 a month. He stressed the importance of being prudent with money for the City.

Lance Smith moved to amend the proposed lease term from seven years to five years with graduated percentages of 0% of gross revenue the first year, 1% of gross revenue the second year, 2% of gross revenue the second year, 3% of gross revenue the fourth year and 3% of gross revenue the fifth year with the remainder of the proposed leased unchanged. Seconded by Jodi Wilkeson. Motion passed unanimously.

3.2 Request to Cancel December 27th Council Meeting

City Manager William Poe requested Council cancel the December 27th Council Meeting which falls two days after Christmas.

Lance Smith moved to cancel the December 27th Council Meeting. Seconded by Kenneth Burgess. Motion passed unanimously.

CITIZEN COMMENTS

Spoke from the floor: Ashley Pollard – 35982 Saddle Palm Way – Zephyrhills, FL 33542

Mr. Pollard said Florida Statute 189 gives the local municipality and or County government jurisdiction over a CDD and the Silverado CDD needs to be disbanded. He said the board members are contractors of the developer and vote for what is in the developer's best interest. He said the Board voted to increase assessments last year in the middle of the Pandemic with residents out of work and increased the assessment again this year. He said not one single board member lives at Silverado and the first time a resident can be voted onto the board is six years plus two so that's eight years. The damage will be done in that eight years. He said CDD's are 100% against the constitution.

City Attorney Matthew Maggard said he respects Mr. Pollard's opinion but challenging the constitutionality of CDD's is outside the City's purview. He said CDD's are districts setup by developers that are approved by a local government agency through an ordinance and are similar to HOA's that are developer controlled for a certain period of time and turned over to the residents of the community. A CDD is disclosed to all home buyers prior to any home being sold. The City is a regulatory authority and if the CDD has violated state statute, the City can report specific allegations through the oversight process.

Councilman Knight said Mr. Pollard brought up some valid points with the CDD being controlled by the contractors and raising the fees. He personally asked the City Attorney to check into the specifics. He thinks Mr. Pollard's complaints are valid.

MAYOR'S ANNOUNCEMENTS: N/A

CITY MANAGER'S ANNOUNCEMENTS: City Manager William Poe reminded everyone of the Chamber of Commerce Annual Banquet at Southport Springs Golf & Country Club Tuesday, November 9th. A successful community cleanup was held on Saturday, November 6th at the Train Depot on the south end of town. Governor DeSantis was in town at Bahr's Aluminum on Monday, November 29th. He said he will be out of the office Friday, November 12th attending his son's State Cross Country meet in Tallahassee.

CITY ATTORNEY ANNOUNCEMENTS: City Attorney Matthew Maggard reiterated that he will look into the Silverado CDD complaint. He wished Tina and Joe good luck and success with their café. He said he enjoyed their food when they were in Dade City.

CITY COUNCIL COMMENTS: Councilman Burgess commended council members for the healthy conversation that took place that ended with a compromise for the betterment of the City, residents, and local businesses. He said Zephyrhills High School is hosting a football playoff game with Gibbs High School Friday, November 12th. He asked everyone to support the football team and believes they have a good chance of going deep in the playoffs this year.

Councilman Smith – N/A

Councilman Proctor congratulated Joe and Tina and thanked Ashley Pollard for coming before Council to address his concerns.

Council Vice President Wilkeson congratulated Tina and Joe and thanked the community clean-up crews and the CRA. She thanked Councilman Smith for being the personal calculator and real estate investment advisor.

Council President Knight wished Tina and Joe good luck and thanked everyone who showed up at homecoming to help with the concession stand. He said on 6th Avenue between 8th Street and 9th Street (directly in front of Dr. Riley's old office) there are six parking spaces on a very narrow street. He said it is almost impossible for two trucks to pass at the same time. He said this is a traffic hazard and asked staff to address the issue and bring back a proposal.

4. NOTED ITEMS:

4.1 Mobile Tec Annual Maintenance Agreement 41-21-34

Meeting adjourned: 7:24 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

Request Council Approval on Florida Design Contractors - Change Order No. 3 - WWTP AWT Project

Issue:

Change order for FDC on the WWTP AWT Project

Background:

The current phase of the WWTP upgrade project is to reduce the amount of nitrogen going to the rapid infiltration basins and out into the reclaimed water system.

The eleven (11) Proposed Contract Modifications (PCM's) and time extension request have brought this project up to date on outstanding issues.

Some of these PCM's include:

- Installation of a 30" gate valve
- Demolition of unknown concrete encasement
- Duct Bank crossing

Attachment(s):

1. Zephyrhills AWT - CO #03

Fiscal Impact:

The total increase for the entire change order is \$11,012.04

Staff Recommendation:

It is the recommendation of staff to the City Council to approve Change Order #3 to FDC.

CHANGE ORDER (CO) NO. 3

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade
 DATE OF ISSUANCE: 11/10/2021 EFFECTIVE DATE: 11/10/2021

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 7,414,000.00

[Increase/**Decrease**] from previously approved
Change Orders No. 01 to No. 02:

\$ (1,891,763.31)

Contract Price prior to this Change Order:

\$ 5,522,236.69

[**Increase**/Decrease] of this Change Order:

\$ 11,012.04

Contract Price incorporating this Change Order:

\$ 5,533,248.73

DESCRIPTION OF CHANGE

(Attach additional sheets if required.)

PCM No. 3 – Omit Concrete Encasement of Electrical Duct Banks

PCM No. 5 – Found Encased Storm Pipe

PCM No. 8 – Revised Hose Rack Detail

PCM No. 9 – Revised Yard Hydrant Detail

PCM No. 13 – T&M Troubleshoot VFD Wiring at Oxidation Ditch 1

PCM No. 14 – T&M Demo of Concrete Encasement of 30" pipe

PCM No. 15 – Additional 45-degree Ben on 30" Pipe & Omitted Installation of 30" Gate Valve

PCM No. 16 – Omit Duct Bank Crossing at MCC 1

PCM No. 17 – Revised Pneumatic Tubing routing at Filter

PCM No. 18 – In-line Sediment Strainer for Filter Sampling Pumps (Plus 1- additional contract day)

PCM No. 19 – Revised Sidewalk/Stairs at Air Compressor Bldg. (Plus 3- additional contract days)

FDC Claim for additional time

SUBTOTAL

DEDUCT

ADD

(\$6,929.68)

\$1,984.03

(\$1,384.92)

(\$1,254.19)

\$ 10,328.88

\$ 4,162.61

(\$479.55)

\$ 6,863.38

(\$17,364.00)

\$ 4,636.74

\$1,717.76

\$8,730.98

+ 216-days

(\$27,412.34)

\$38,424.38

TOTAL

11.012.04

ATTACHMENTS

(List documents supporting change.)

Attachment A: PCM No. 3 - Omit Concrete Encasement of Electrical Duct Banks

Attachment B: PCM No. 5 - Found Encased Storm Pipe

Attachment C: PCM No. 8 - Revised Hose Rack Detail

Attachment D: PCM No. 9 - Revised Yard Hydrant Detail

Attachment E: PCM No. 13 - T&M Troubleshoot VFD Wiring at Oxidation Ditch 1

Attachment F: PCM No. 14 - T&M Demo of Concrete Encasement of 30" pipe

Attachment G: PCM No. 15 - Additional 45-degree Ben on 30" Pipe & Omitted Installation of 30" Gate Valve

Attachment H: PCM No. 16 - Omit Duct Bank Crossing at MCC 1

Attachment I: PCM No. 17 - Revised Pneumatic Tubing routing at Filter

Attachment J: PCM No. 18 - In-line Sediment Strainer for Filter Sampling Pumps

Attachment K: PCM No. 19 - Revised Sidewalk/Stairs at Air Compressor Bldg.

Attachment L: Florida Design Contractors Time Request

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

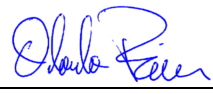
RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  **Jones Edmunds**
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By:  _____
Contractor (Authorized Signature)

Date: November 16, 2021

Date: _____

Date: November 14, 2021

Approved by Funding Agency (if applicable):

Date: _____

ATTACHMENT A

PCM NO. 03 – OMIT CONCRETE ENCASEMENT OF ELECTRICAL DUCT BANKS

PROPOSED CONTRACT MODIFICATION (PCM) No. 03

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 7/21/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Markup Drawing E-6, FE Response to RFI 15

DESCRIPTION OF MODIFICATION: The Contractor is requested to provide an equitable itemized proposal to Omit the Designed Concrete Encasement for the UG Conduit installations, and in lieu install 4" Concrete Cap reinforced w/ 6" x 6" # 10 welded wire fabric. A Red Dye shall be applied to the top of the Concrete cap prior to curing. Note: The addition of the welded wire fabric has been added since the original Value Engineering cost was provided by FDC. Please refer to attached Markup drawings for additional details.

REASON FOR MODIFICATION: Value Engineering Revision

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

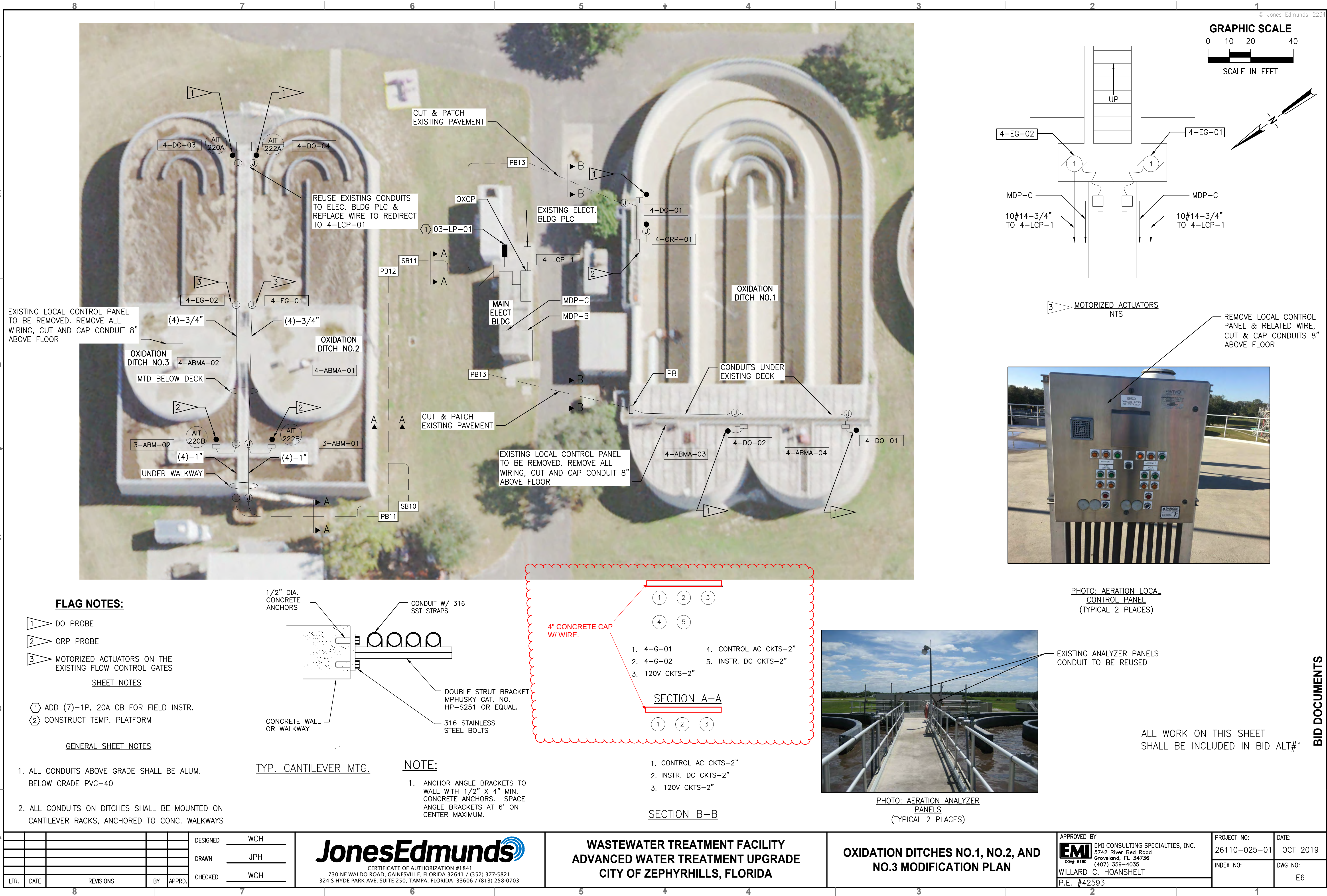
Your response is requested by _____

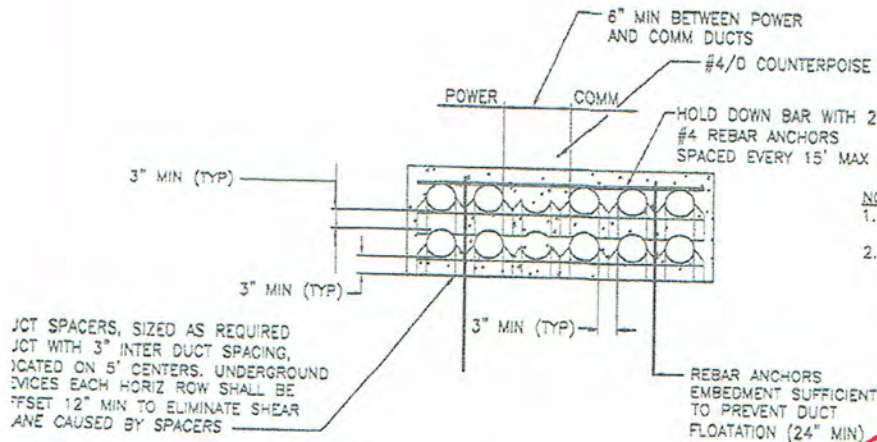
XC:

SIGNATURE: 

T:\MY CLIENTS\DWGS\JONES EDMUNDS\ZEPHYRHILLS\AWT\USE THESE EMI DWGS 8-16-19\E-06 OX DITCHES.DWG

10/20/2019 10:34 AM WHOANSHELT T:\MY CLIENTS\DWGS\JONES EDMUNDS\ZEPHYRHILLS\AWT\USE THESE EMI DWGS 8-16-19\E-06 OX DITCHES.DWG



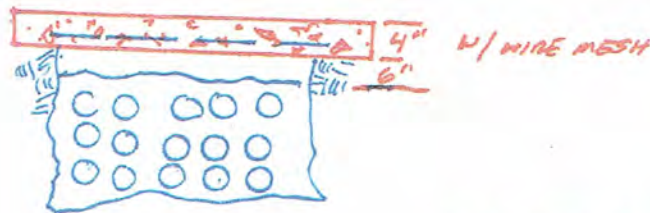


**TYPICAL DUCT BANK SECTION
 WITH CONCRETE ENCASEMENT**
 NTS

NOTES:

1. PROVIDE 3000 PSI CONCRETE.
2. CONFIGURE DUCT BANK TO PLACE LARGER DUCTS AT THE BOTTOM OF THE BANK AND SMALLER DUCTS AT THE TOP.

- 1) OMIT ENCASEMENT.
- 2) UTILIZE THIS DETAIL FOR SPACING LAYOUT.



- 3) INSTALL 4" CONCRETE CAP W/ RED DYE.

GS FROST / JOE EDWARDS



Thursday, June 24, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 04 - PCM 03 Concrete Duct Bank (Rev. 02)

Dear Mr. Fruecht:

Florida Design Contractors has developed a credit proposal in response to Jones Edmunds PCM-03 associated to the deletion of the Designed Concrete Encasement for the UG Conduit installations and instead, furnish and install 4" Concrete Cap reinforced w/ 6" x 6" # 10 welded wire fabric based on T&M. A Red Dye shall be applied to the top of the Concrete cap prior to curing. Lastly, this proposal also includes adding full encasement over direct buried high voltage cables.

The above referenced credit proposal in the amount of (\$6,929.68) includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Jamie Clement (FDC)

Enclosed: Proposal Summary, PCM-03 and BL Smith's Proposal



Proposal Summary

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental ContractorsNO. : COST PROPOSAL
004 - Rev. 2

PROJECT NAME:	Advance Water Treatment Upgrade	DATE:	June 24, 2021
LOCATION:	Zephyrhills, FL	DRAWING NO.:	E-Drawings
OWNER:	City of Zephyrhills	SPEC. SECTION:	
ENGINEER:	Jones Edmunds		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-03 associated to the deletion of the Designed Concrete Encasement for the UG Conduit installations and instead, furnish and install 4" Concrete Cap reinforced w/ 6" x 6" # 10 welded wire fabric based on T&M. A Red Dye shall be applied to the top of the Concrete cap prior to curing. Lastly, this proposal also includes adding full encasement over direct buried high voltage cables.

Notes:
N/A

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST
1. DIRECT LABOR	Welder	MH	\$ 70.00	\$ -
	Unskilled	MH	\$ 40.00	\$ -
	Skilled	MH	\$ 45.00	\$ -
	Operator	MH	\$ 49.00	\$ -
	Foreman	MH	\$ 55.00	\$ -
	Superintendent	MH	\$ 85.00	\$ -
	Project Engineer	MH	\$ 90.00	\$ -
	Project Manager	2 MH	\$ 110.00	\$ 220.00
	Time Increase	DAYS	\$ 550.00	\$ -
1.A GENERAL LABOR:				
1.B FIELD ENGINEERING:				
1.C DAILY GENERAL CONDITIONS				
OVERHEAD & PROFIT			SUBTOTAL (1)	\$ 220.00
			15%	\$ 33.00
			TOTAL (1)	\$ 253.00

2. MATERIALS AND EQUIPMENT	DESCRIPTION	WEEKS	UNIT PRICE	COST
2.A EQUIPMENT:	Crane Truck	wk	\$3,000.00	\$ -
	Excavator	wk	\$2,300.00	\$ -
	Loader	wk	\$2,000.00	\$ -
	Core Drill	wk	\$1,000.00	\$ -
	Backhoe	wk	\$1,500.00	\$ -
	Bobcat	wk	\$800.00	\$ -
	Compactor	wk	\$1,150.00	\$ -
	NO MARKUP		SUBTOTAL (2)	\$ -
2.B MATERIAL	MATERIAL	UNITS NOTED		
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only)		SUBTOTAL (3)	\$ -
			10%	\$ -
	SALES TAX		INCL	\$ -
			TOTAL (2+3)	\$ -

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
BL Smith Electric	Concrete Cap Adder, Duke's Energy direct buried high voltage cables encasement and Concrete Encased Ductbank Deduct	\$ (7,182.68)
OVERHEAD & PROFIT		SUBTOTAL (4)
		5%
		TOTAL (4)
		TOTAL (1)+(2+3)+(4)
Bonds & Insurance		1.2%
Permits		
		GRAND TOTAL

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
 Date: _____ Date: _____ Date: _____



Proposed Contract Modification (PCM) No. 03

PROPOSED CONTRACT MODIFICATION (PCM) No. 03

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 7/21/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Markup Drawing E-6, FE Response to RFI 15

DESCRIPTION OF MODIFICATION: The Contractor is requested to provide an equitable itemized proposal to Omit the Designed Concrete Encasement for the UG Conduit installations, and in lieu install 4" Concrete Cap reinforced w/ 6" x 6" # 10 welded wire fabric. A Red Dye shall be applied to the top of the Concrete cap prior to curing. Note: The addition of the welded wire fabric has been added since the original Value Engineering cost was provided by FDC. Please refer to attached Markup drawings for additional details.

REASON FOR MODIFICATION: Value Engineering Revision

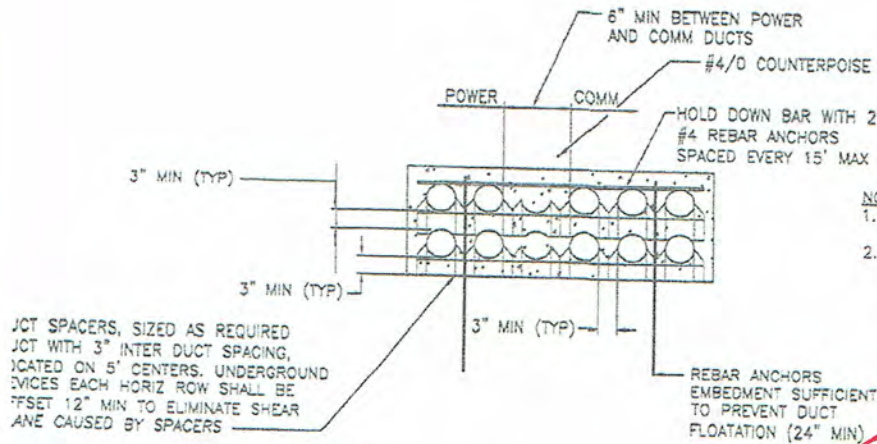
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

XC:

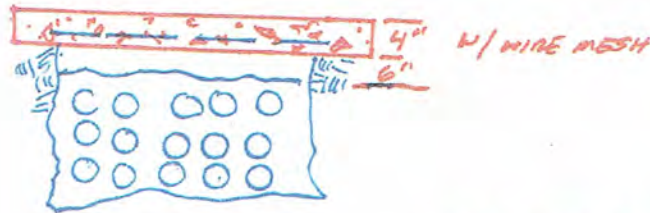
SIGNATURE: 



**TYPICAL DUCT BANK SECTION
 WITH CONCRETE ENCASEMENT**
 NTS

- NOTES:
1. PROVIDE 3000 PSI CONCRETE.
 2. CONFIGURE DUCT BANK TO PLACE LARGER DUCTS AT THE BOTTOM OF THE BANK AND SMALLER DUCTS AT THE TOP.

- 1) OMIT ENCASEMENT.
- 2) UTILIZE THIS DETAIL FOR SPACING LAYOUT.



- 3) INSTALL 4" CONCRETE CAP W/ RED DYE.

GS FROST / JONES EDMUNDS



BL Smith Quote and Attachments



May 17, 2021

DUCT BANK ENCASEMENT CHANGES

TO: Florida Design Contractors Inc.
RE: Zephyrhills WTF AWT Upgrades

Below is a list of changes that need to be made to meet the requirements of the markups provided:

1. Removing complete concrete encasement for all electrical duct banks per the intended interpretation of the contract drawings and specifications.
2. Adding a 4" concrete cap with wire mesh reinforcement and sprayed with red dye for all duct banks as shown in the details from RFI-015 response.
3. Adding full encasement over direct buried high voltage cables.

FULL ENCASEMENT DEDUCT.... \$16,144.80

ITEMS 2 & 3 ADDER.....\$8,962.12

PROPOSED CREDIT.....\$7,182.68

Thank you for the opportunity to submit this proposal. This proposal is good for 30 days. This proposal is based on Mon. through Fri. workdays between the hours of 7AM-3:30PM. Any hours beyond the previously stated will incur additional charges.

Cordially,

Brent Smith

ESTIMATOR/PROJECT MANAGER

Office: 863-439-7401

Direct: 863-271-0557

Mobile: 863-604-7672

Email: Brent@BLSmithElectric.com

License # 0000124

Bid Summary Report

Zephyrhills Ductbank Encasement Changes Estimator: Brent Smith

Job #2164

Job Name: Zephyrhills Ductbank Encasement Changes

Contractor:

Estimator: Brent Smith

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Fully Encased Deduct	(\$13,440.00)	100.00%	(\$13,440.00)	-42.00	100.00%	-42.00

Top Sheet

Raw Cost	(\$15,204.00)	Sales per Month	\$0.00
Tax	(\$940.80)	Return per Month	\$0.00
Raw Cost with Tax	(\$16,144.80)	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	40.00
Price	(\$16,144.80)	Workers per Day	0.00
Bond	\$0.00	Total Hours	-42.00
Sell Price	(\$16,144.80)	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman	100.00%	(42.00)	\$42.00	\$0.00	0.00%	(\$1,764.00)
Totals	100.00%	(42.00)	\$42.00	\$0.00	0.00%	(\$1,764.00)

Mark Ups

Mark Ups	OVERHEAD						PROFIT	
	Total		%	Amount		%	Amount	
Materials	(\$13,440.00)	+	0.00%	(\$13,440.00)	+	0.00%	(\$13,440.00)	
Labor	(\$1,764.00)	+	0.00%	(\$1,764.00)	+	0.00%	(\$1,764.00)	
Supplier Quotes	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
SubContractors	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Direct Job Expense	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Equipment Rental	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	

Bid Summary Report

Zephyrhills Ductbank Encasement Changes Estimator: Brent Smith

Job #2164

Totals	(\$15,204.00)	0.00%	(\$15,204.00)	0.00%	(\$15,204.00)
---------------	----------------------	--------------	----------------------	--------------	----------------------

Tax Report	Taxed Amount	Tax Rate %	Tax Amount
Materials	(\$13,440.00)	7.00%	(\$940.80)
Labor	(\$1,764.00)	0.00%	\$0.00
Supplier Quotes	\$0.00	7.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	7.00%	\$0.00
Equipment Rental	\$0.00	7.00%	\$0.00
		Total Tax:	(\$940.80)

Job Name: Zephyrhills Ductbank Encasement Changes

Job Number: 2164

Extension Name: Fully Encased Deduct

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					(\$13,440.00)			-42.00		100%	100%
CCode: Underground/Civil Work					(\$13,440.00)			-42.00		100%	100%
17,615 CU. YARD TRENCH POURED CONC :		-84.00	\$160.00	E	(\$13,440.00)	0.50	E	-42.00	mu		
					(\$13,440.00)			-42.00			

ATTACHMENT B

PCM NO. 05 – FOUND ENCASED STORM PIPE



Thursday, August 13, 2020

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 05 - PCM 05 Demolition Abandonment of Found Concrete Cap

Dear Mr. Fruecht:

Florida Design Contractors has developed a cost proposal in response to Jones Edmunds PCM-05 associated to the removal and disposal of a concrete cap (Partial Encasement) over the existing dual 24" RCP Storm Pipe.

The above referenced proposal for the amount of \$1,984.03 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Jamie Clement (FDC)

Enclosed: Proposal Summary, PCM-05 and T&M Reports



Proposal Summary

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental ContractorsNO. : COST PROPOSAL
005PROJECT NAME: *Advance Water Treatment Upgrade*
LOCATION: *Zephyrhills, FL*
OWNER: *City of Zephyrhills*
ENGINEER: *Jones Edmunds*DATE: *October 14, 2020*
DRAWING NO.: *D2*
SPEC. SECTION:REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: **X**DESCRIPTION: *Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-05 associated to the removal and disposal of a concrete cap (Partial Encasement) over the existing dual 24" RCP Storm Pipe.*Notes:

1. Cost included herein is only for actual labor and equipment used on 7/20/20 and 7/21/20.

PRICING INFORMATION

1. DIRECT LABOR	SKILL/TRADE	MAN-HOURS	RATE		COST
1.A GENERAL LABOR:	Welder		MH	\$ 70.00	\$ -
	Unskilled		MH	\$ 40.00	\$ -
	Skilled	6	MH	\$ 45.00	\$ 270.00
1.B FIELD ENGINEERING:	Operator		MH	\$ 49.00	\$ -
	Foreman	4	MH	\$ 55.00	\$ 220.00
	Superintendent	2	MH	\$ 85.00	\$ 170.00
	Project Engineer		MH	\$ 90.00	\$ -
	Project Manager	1	MH	\$ 110.00	\$ 110.00
1.C DAILY GENERAL CONDITIONS	Time Increase	0	DAYS	\$ 550.00	\$ -
	SUBTOTAL (1)				\$ 770.00
OVERHEAD & PROFIT				15%	\$ 115.50
				TOTAL (1)	\$ 885.50

2. MATERIALS AND EQUIPMENT	DESCRIPTION	WEEKS	UNIT PRICE	COST
2.A EQUIPMENT:	Crane Truck		wk \$3,000.00	\$ -
	Excavator	0.25	wk \$2,300.00	\$ 575.00
	Loader	0.25	wk \$2,000.00	\$ 500.00
	Core Drill		wk \$1,000.00	\$ -
	Backhoe		wk \$1,500.00	\$ -
	Bobcat		wk \$800.00	\$ -
	Compactor		wk \$1,150.00	\$ -
	NO MARKUP		SUBTOTAL (2)	\$ 1,075.00
2.B MATERIAL	MATERIAL	UNITS NOTED		
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only)		SUBTOTAL (3)	\$ -
			10%	\$ -
	SALES TAX		INCL	\$ -
			TOTAL (2+3)	\$ 1,075.00

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
		\$ -
OVERHEAD & PROFIT		SUBTOTAL (4)
		5%
		TOTAL (4)
		TOTAL (1)+(2+3)+(4)
		1,960.50
Bonds & Insurance Permits	1.2%	\$ 23.53
		\$ -
	GRAND TOTAL	\$ 1,984.03

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
Date: _____ Date: _____ Date: _____

Orlando Rivera

Subject: RE: Zephyrhills AWT - PCM 05 Demolition/ Abandonment of Found Concrete Cap at Existing 24" RCP

From: Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>

Sent: Monday, August 17, 2020 2:46 PM

To: Orlando Rivera <orlandor@Floridadesigncontractors.com>

Subject: Re: Zephyrhills AWT - PCM 05 Demolition/ Abandonment of Found Concrete Cap at Existing 24" RCP

Orlando, attached are the T&M logs. The concrete was hauled out by Angelo's Recycling with two different 20 yard containers on 7/30 and 7/31.

- EST. 1978 -  0000-0000

FLORIDA DESIGN CONTRACTORS

Time and Material- Daily Log NO. _____

FDC Job No: 1490 Sheet: 2 of 2
Job Name: ZE PARNELL WWTP Date: 7/21/20
Owner/Engineer/Vendor/Subcontractor: CITY OF ZEPHYRHILLS - JAMES TECHNIS
Description of Work Performed: DEMOLISH + REMOVE
18" X 25" X 3' CONCRETE CAP ON 24" RCP PIPE
TO BE RE-ROUTED - REMOVE CAP START FROM EXISTING

Materials Incorporated:
Qty Unit Description

Equipment Incorporated:
Qty Description
Hours
2 DOOSAN DX 300 TRAIL MIXING
2 JOHN DEERE 524K CONCRETE

Labor Incorporated (Including Site Supervision):
Name Classification
Hours
SCOTT COURT FOREMAN
JEAN BENJAMIN PIPE LAYER

Subcontractors Utilized:
Subcontractor Work Performed

The above work is confirmed to be performed as follows:
Owner/Eng/Inspector Florida Design Contractors
By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

FLORIDA DESIGN CONTRACTORS

Time and Material- Daily Log

NO.

FDC Job No: 1490 Sheet: 1 of 2
 Job Name: DEPAIRNELL WWTP Date: 7/20/20
 Owner/Engineer/Vendor/Subcontractor: CITY OF JACKSONVILLE - JAMES EDWARDS
 Description of Work Performed: DEMOLISH + REMOVE
18' x 25' x 3' CONCRETE CAP ON 24" RCP PIPING
TO BE RELOCATED + EXPOSE CONCRETE CAP ALL AROUND + SAW CUT
SLAB TO BE ABLE TO REMOVE SANDWICH PIECES

Materials Incorporated:

Qty Unit Description

4 hrs 1 STEEL TS 420 DEMO SAW

Equipment Incorporated:

Qty Description

0.2 00054N DX 300 TANK MACHINE

Labor Incorporated (Including Site Supervision):

Name

Classification

Hours

JOHN ANDERSON - 2 HRS

SUPER.

SCOTT COURT - 2 HRS

TECHNICIAN

JEAN BINKAHOZ - 4 HOURS

PIPE LAYER

Subcontractors Utilized:

Subcontractor

Work Performed

The above work is confirmed to be performed as follows:

Owner/Eng/Inspector

Florida Design Contractors

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

◀ Camera

LTE

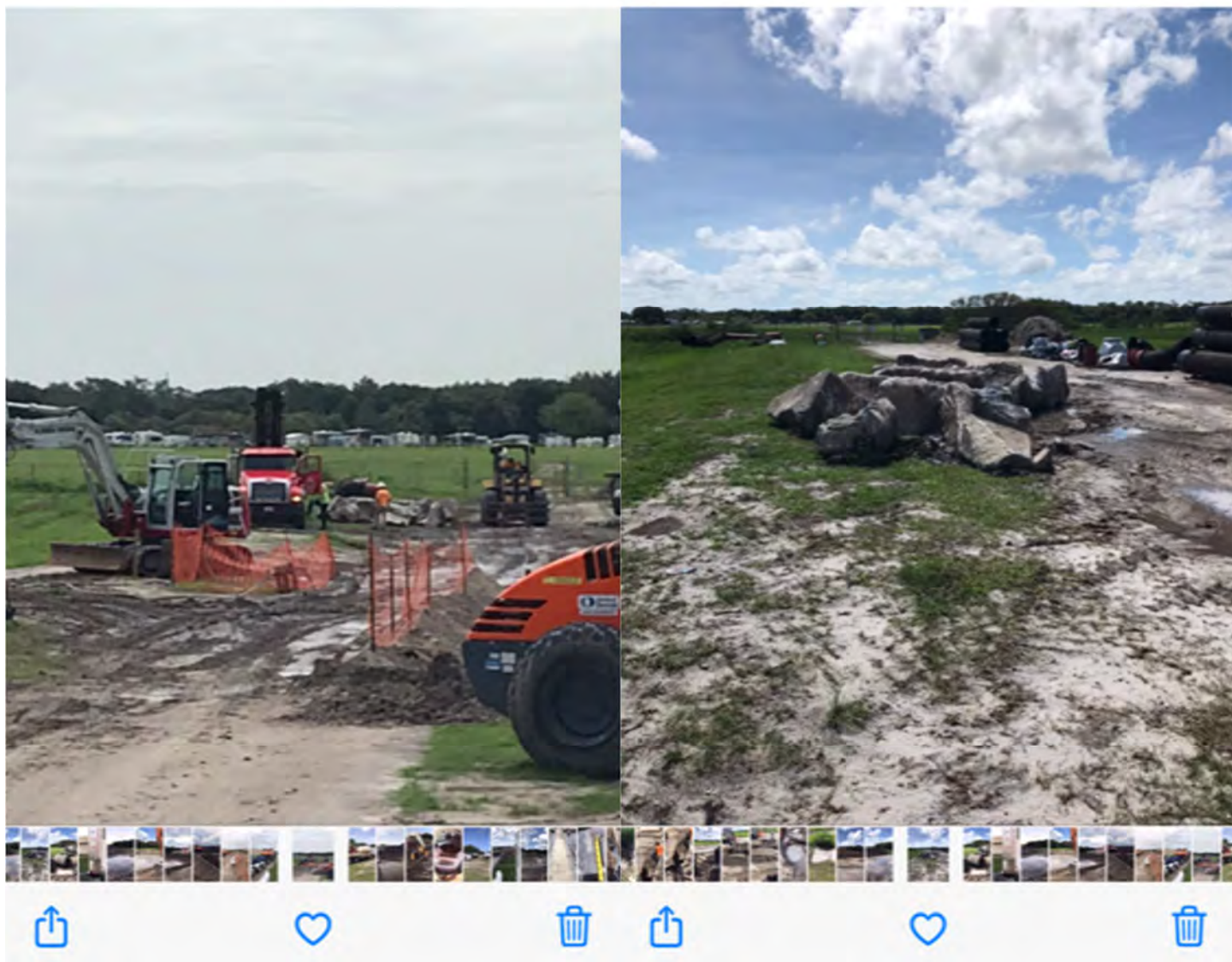
2:34 PM

July 24

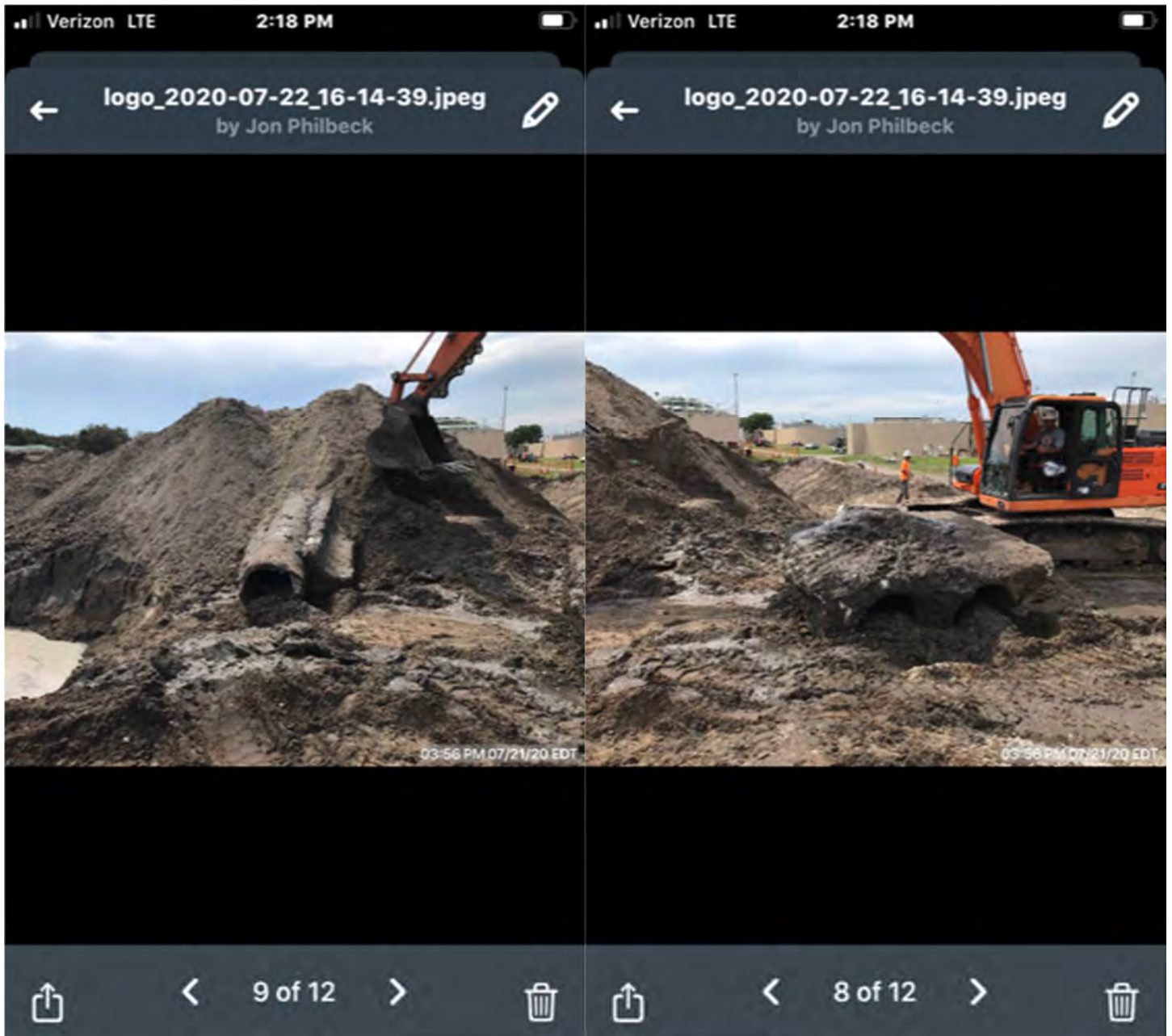
11:45 AM

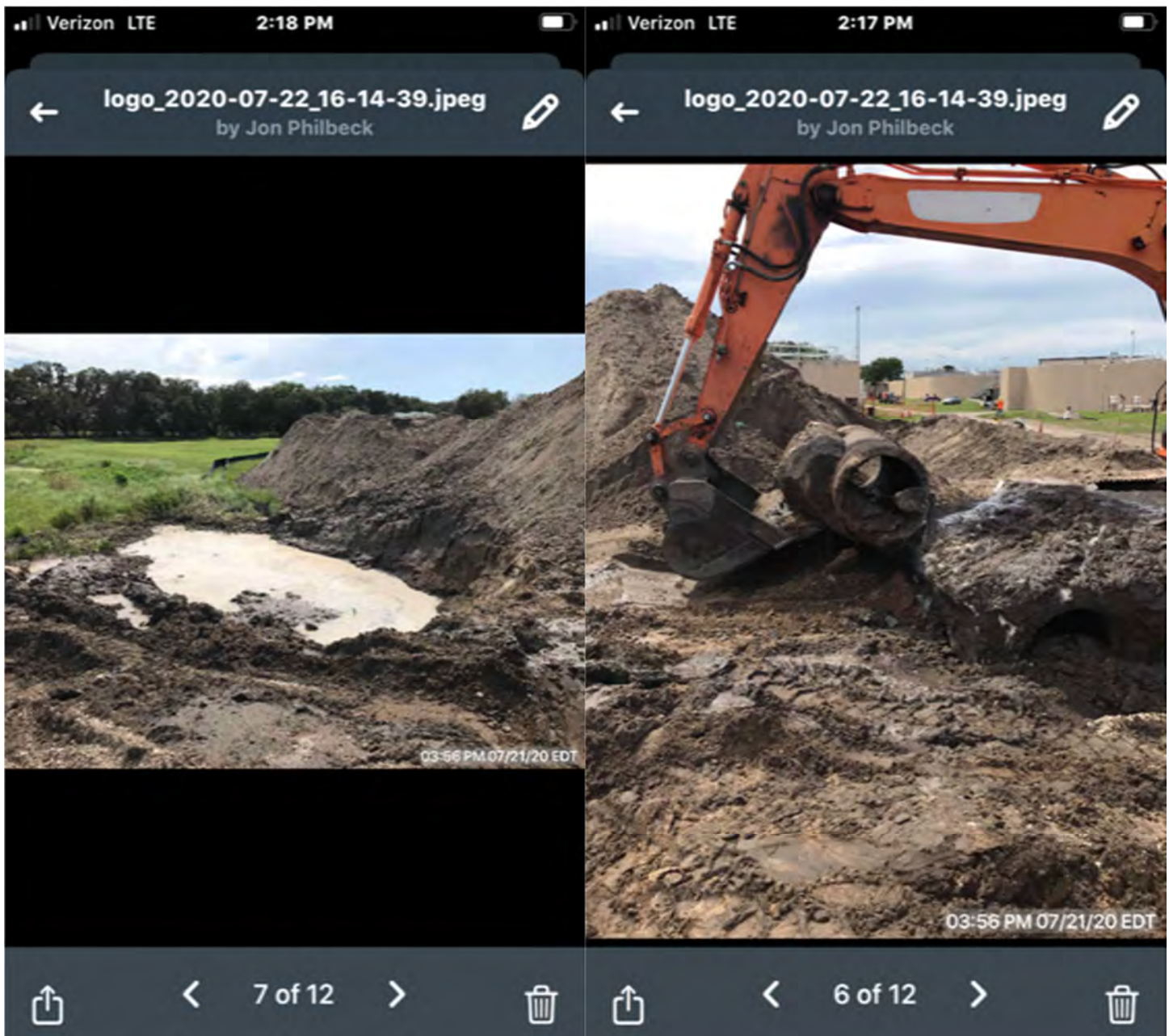
Edit

◀









Sent from my iPhone

On Aug 17, 2020, at 11:43 AM, Orlando Rivera <orlandor@floridadesigncontractors.com> wrote:

Hey Jon,

Hope you had a good weekend.

I'm putting together this cost proposal but need the following from you:

1. Time & Material Log
2. Subcontractor Names who have been involved in the trucking of debris. (Need names so I can track down the correct invoices)

3. Any other related cost such as equipment used, rentals, dumpster fees, etc.

Thanks,

Orlando Rivera
Florida Design Contractors, Inc.
O. 561-275-2281
C. 561-578-9075
E. orlandor@floridadesigncontractors.com

From: Gregg Fruecht <GFRUECHT@jonesedmunds.com>
Sent: Tuesday, July 21, 2020 9:49 AM
To: Orlando Rivera <orlandor@floridadesigncontractors.com>; Jamie Clement <jclement@floridadesigncontractors.com>; Jonathon Philbeck <JPhilbeck@floridadesigncontractors.com>
Cc: 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; OKurk@ci.zephyrhills.fl.us; Mike Clark <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: Zephyrhills AWT - PCM 05 Demolition/ Abandonment of Found Concrete Cap at Existing 24" RCP

Gentlemen,

As you are aware, the South end of the existing 24" RCP Storm Pipe was found installed w/ a Concrete cap (and partial encasement) that measures approx.. 10' wide x 24' long and greater than 24" thick. Refer to drawing and attached photos. Unfortunately, this would encroach into the permitted pond area and removal will be necessary.

Attached is PCM 05 for your review and proposal. A T&M basis not to exceed cost will be acceptable.

Thanks.

Gregg S. Fruecht

Construction Administrator

p. 813.258.0703 x. 1765 | c. 727.432.1326

JONESEDMUNDS.COM

324 S. Hyde Park Ave, Suite 250, Tampa, FL, 33606

The information contained in this message including any attachment is confidential. It is intended for the private use of the intended addressee only. If you are not the intended addressee, please immediately notify the sender by reply email and destroy the original transmission and any attachment. Email transmission of information cannot be guaranteed to be free of error or other defect. If verification is required, request a hard-copy version. The sender disclaims liability for any defects in this message caused by email transmission including a virus. It is the responsibility of the recipient to ensure that this message is virus free.

From: Orlando Rivera <orlandor@floridadesigncontractors.com>
Sent: Thursday, July 16, 2020 11:02 AM
To: Gregg Fruecht <GFRUECHT@jonesedmunds.com>; Jonathon Philbeck <JPhilbeck@floridadesigncontractors.com>; Jamie Clement <jclement@floridadesigncontractors.com>
Cc: 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; Mike Clark <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: RE: Demolition/ Abandonment of Existing 24" RCP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gregg,

Jon and I discussed this same approach this morning and we agree as to not delay progress. We'll keep track in a T&M form.

Thanks,

Orlando Rivera
Florida Design Contractors, Inc.
O. 561-275-2281
C. 561-578-9075
E. orlandor@floridadesigncontractors.com

From: Gregg Fruecht <GFRUECHT@jonesedmunds.com>
Sent: Thursday, July 16, 2020 11:01 AM
To: Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>; Orlando Rivera <orlandor@Floridadesigncontractors.com>; Jamie Clement <jclement@Floridadesigncontractors.com>
Cc: 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; Mike Clark <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: RE: Demolition/ Abandonment of Existing 24" RCP

Understood Jon,

If the City hasn't responded to pending PCM 04 (Max OH&P) by then, we request that if acceptable to FDC, we proceed with the removal of the found Concrete cap at the South end on a T&M basis. A formal PCM will be posted to document this revision.

Thanks.

Gregg S. Fruecht

Construction Administrator

p. 813.258.0703 x. 1765 | c. 727.432.1326

JONESEDMUNDS.COM

324 S. Hyde Park Ave, Suite 250, Tampa, FL, 33606

The information contained in this message including any attachment is confidential. It is intended for the private use of the intended addressee only. If you are not the intended addressee, please immediately notify the sender by reply email and destroy the original transmission and any attachment. Email transmission of information cannot be guaranteed to be free of error or other defect. If verification is required, request a hard-copy version. The sender disclaims liability for any defects in this message caused by email transmission including a virus. It is the responsibility of the recipient to ensure that this message is virus free.

From: Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>
Sent: Thursday, July 16, 2020 10:34 AM
To: Gregg Fruecht <GFRUECHT@jonesedmunds.com>; Orlando Rivera <orlandor@Floridadesigncontractors.com>; Jamie Clement <jclement@Floridadesigncontractors.com>
Subject: Demolition/ Abandonment of Existing 24" RCP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Greg, we are planning to start removing the 24" existing RCP/ head wall next week and abandon the Northern section as shown on drawing D1. Per the specs, I wanted to provide ample notice in order to not slow progress. Thanks

Jonathon Philbeck
Superintendent
<image001.jpg>

1326 South Killian Drive
Lake Park, FL 33403
Cell:561-676-4054
Fax: 561-848-5992

<Found Concrete Cap on RCP.pdf>
<IMG_9357.JPG>
<IMG_9358.JPG>
<PCM 05.pdf>



Proposed Contract Modification (PCM) No. 05

PROPOSED CONTRACT MODIFICATION (PCM) No. 05

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 7/21/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing

DESCRIPTION OF MODIFICATION: The South end of the Existing dual 24" RCP Storm pipe was found with a Concrete Cap (Partial Encasement) that requires removal to enable the designed removal section of the pipe. Please provide an itemized proposal to remove and dispose of this obstruction. A T&M basis Not to Exceed Cost will be acceptable.

REASON FOR MODIFICATION: To accommodate removal of Existing 24" RCP Storm pipe

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

XC:

SIGNATURE: 

Orlando Rivera

From: Gregg Fruecht <GFRUECHT@jonesedmunds.com>
Sent: Tuesday, July 21, 2020 9:49 AM
To: Orlando Rivera; Jamie Clement; Jonathon Philbeck
Cc: 'jbostic@ci.zephyrhills.fl.us'; OKurk@ci.zephyrhills.fl.us; Mike Clark; Jamila Morrison
Subject: Zephyrhills AWT - PCM 05 Demolition/ Abandonment of Found Concrete Cap at Existing 24" RCP
Attachments: Found Concrete Cap on RCP.pdf; IMG_9357.JPG; IMG_9358.JPG; PCM 05.pdf

Gentlemen,

As you are aware, the South end of the existing 24" RCP Storm Pipe was found installed w/ a Concrete cap (and partial encasement) that measures approx.. 10' wide x 24' long and greater than 24" thick. Refer to drawing and attached photos. Unfortunately, this would encroach into the permitted pond area and removal will be necessary.

Attached is PCM 05 for your review and proposal. A T&M basis not to exceed cost will be acceptable.

Thanks.

Gregg S. Fruecht

Construction Administrator

p. 813.258.0703 x. 1765 | c. 727.432.1326

JONESEDMUNDS.COM

324 S. Hyde Park Ave, Suite 250, Tampa, FL, 33606

The information contained in this message including any attachment is confidential. It is intended for the private use of the intended addressee only. If you are not the intended addressee, please immediately notify the sender by reply email and destroy the original transmission and any attachment. Email transmission of information cannot be guaranteed to be free of error or other defect. If verification is required, request a hard-copy version. The sender disclaims liability for any defects in this message caused by email transmission including a virus. It is the responsibility of the recipient to ensure that this message is virus free.

From: Orlando Rivera <orlandor@Floridadesigncontractors.com>
Sent: Thursday, July 16, 2020 11:02 AM
To: Gregg Fruecht <GFRUECHT@jonesedmunds.com>; Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>; Jamie Clement <jclement@Floridadesigncontractors.com>
Cc: 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; Mike Clark <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: RE: Demolition/ Abandonment of Existing 24" RCP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gregg,

Jon and I discussed this same approach this morning and we agree as to not delay progress. We'll keep track in a T&M form.

Thanks,

Orlando Rivera
Florida Design Contractors, Inc.
O. 561-275-2281
C. 561-578-9075
E. orlandor@floridadesigncontractors.com

From: Gregg Fruecht <GFRUECHT@jonesedmunds.com>
Sent: Thursday, July 16, 2020 11:01 AM
To: Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>; Orlando Rivera <orlandor@Floridadesigncontractors.com>; Jamie Clement <jclement@Floridadesigncontractors.com>
Cc: 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; Mike Clark <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: RE: Demolition/ Abandonment of Existing 24" RCP

Understood Jon,

If the City hasn't responded to pending PCM 04 (Max OH&P) by then, we request that if acceptable to FDC, we proceed with the removal of the found Concrete cap at the South end on a T&M basis. A formal PCM will be posted to document this revision.

Thanks.

Gregg S. Fruecht

Construction Administrator

p. 813.258.0703 x. 1765 | c. 727.432.1326

JONESEDMUNDS.COM

324 S. Hyde Park Ave, Suite 250, Tampa, FL, 33606

The information contained in this message including any attachment is confidential. It is intended for the private use of the intended addressee only. If you are not the intended addressee, please immediately notify the sender by reply email and destroy the original transmission and any attachment. Email transmission of information cannot be guaranteed to be free of error or other defect. If verification is required, request a hard-copy version. The sender disclaims liability for any defects in this message caused by email transmission including a virus. It is the responsibility of the recipient to ensure that this message is virus free.

From: Jonathon Philbeck <JPhilbeck@Floridadesigncontractors.com>
Sent: Thursday, July 16, 2020 10:34 AM
To: Gregg Fruecht <GFRUECHT@jonesedmunds.com>; Orlando Rivera <orlandor@Floridadesigncontractors.com>; Jamie Clement <jclement@Floridadesigncontractors.com>
Subject: Demolition/ Abandonment of Existing 24" RCP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Greg, we are planning to start removing the 24" existing RCP/ head wall next week and abandon the Northern section as shown on drawing D1. Per the specs, I wanted to provide ample notice in order to not slow progress. Thanks

Jonathon Philbeck
Superintendent



1326 South Killian Drive
Lake Park, FL 33403
Cell: 561-676-4054

ATTACHMENT C

PCM NO. 08 – REVISED HOSE RACK DETAIL

PROPOSED CONTRACT MODIFICATION (PCM) No. 08

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 11/04/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Excerpt Approved Sub. 66, attached Markup Drawing (M-20)

DESCRIPTION OF MODIFICATION: FDC is requested to furnish and install Hose Racks as approved per Submittal 66 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is requested. Please submit an itemized equitable proposal.

REASON FOR MODIFICATION: To simplify fabrication and match existing hose rack types.

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE:  _____

SHOP DRAWING/SUBMITTAL CONTROL FORM

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

CONTRACTOR INFORMATION

SUBMITTAL DATE: 7/29/2020 SUBMITTAL NUMBER: 001 ⁶⁶ NO. OF COPIES SENT: 1

☒ ORIGINAL SUBMITTAL ☐ RESUBMITTAL ☐ SUPPLEMENT ☐ INFORMATION ONLY

NOTE: If other than original then include: Date of Original _____ Submittal No. of Original _____

A. SPECIFICATION SECTION AND SUB-SECTION NUMBER: 05500

B. DESCRIPTION: Metals- Pipe Bollards, Grating/Frames/Supports, Handrail, Guardrail, Stairs, Weirs, Hose Rack, Hydrant Brackets

C. MANUFACTURED BY: Thomson Fabricating, LLC INSTALLED BY: Florida Design Contractors

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with:

☐ NO DEVIATIONS ☒ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS^a

Please see comments on drawings regarding deviations from manufacturer.

Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if required by Engineer.

ENGINEER INFORMATION

NO. OF COPIES RECEIVED 1

NO. OF COPIES RETURNED 1

ACTIVITY	DATE	PERSON	COMMENT
RECEIVED	<u>7/29/20</u>	<u>GSF / DM</u>	<u>under review</u>
RETURNED	<u>11/03/20</u>	<u>DM / GSF</u>	<u>Make Corrections Noted</u>

SUBMITTAL REVIEW

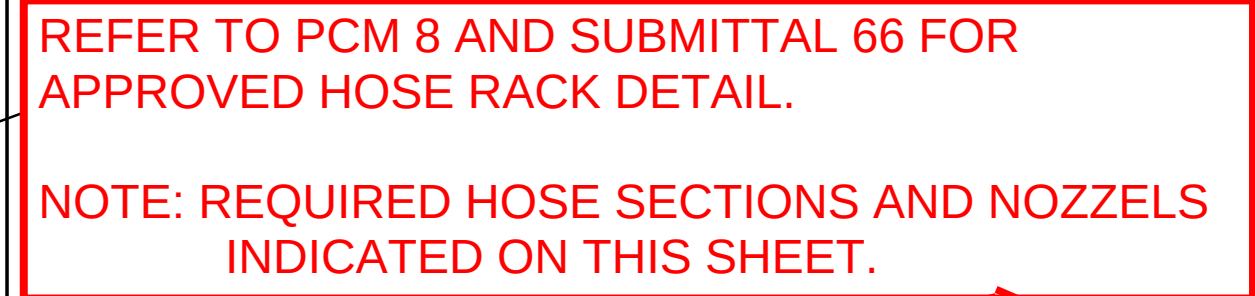
REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND COMPLIANCE WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS, QUANTITIES, OR INSTALLATION REQUIREMENTS.

☐ NO EXCEPTIONS NOTED ☒ MAKE CORRECTIONS NOTED ☐ AMEND AND RESUBMIT ☐ REJECTED—SEE REMARKS
☐ FOR INFORMATION ONLY ☒ COMMENTS ATTACHED

Signed: 

ENGINEERS COMMENTS:

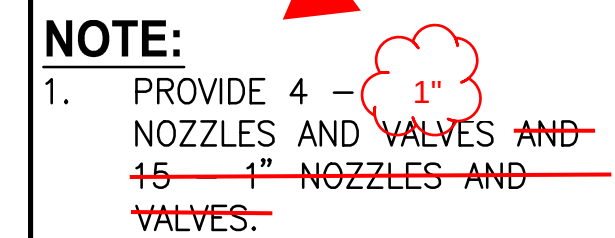
- 1) Per comment 10 of Filter Resubmittal 46A - Contractor to Coordinate Weir Plate dimensions w/ Parkson Mfg.
- 2) Refer to attached supplement information submitted on 10/8/20.
- 3) Sidewalk elevation at Staircase landings is confirmed per design drawing C-3 = elev. 79.00.
- 4) Submitted Hose Rack drawing # 10 is approved. a) Correction = (4) racks are required. b) Deduct / Credit is due for simplified configuration.



NOTES:

1. ~~PROVIDE 8 SECTIONS OF 1 1/2" x 50'LG, 200# HOSE AND 25 SECTIONS OF 1" x 50'LG, 150# HOSE. OWNER TO DETERMINE FINAL LOCATIONS OF HOSE.~~
2. ALL YARD HYDRANTS AND RACKS SHALL HAVE A WARNING SIGN STATING "NON-POTABLE WATER - DO NOT DRINK".

PROVIDE (4) SECTIONS OF
1" X 100' LONG # 150 HOSE.



DESIGNED AHOLMES
DRAWN JKRAMER
CHECKED TFRIEDRICH

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA**

DETAILS

PROJECT NO: 26110-025-01	DATE: OCT. 2019
INDEX NO:	DWG NO: M20



February 6, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 10 - PCM 08 Hose Racks

Dear Mr. Fruecht:

Florida Design Contractors has developed a proposal in response to Jones Edmunds request for credit associated to the proposed hose rack assembly.

The above referenced credit proposal for the amount of (\$1,384.92) includes the credit for the hose rack assemblies included in the Contract Documents and the adder for the proposed and simplified version.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Jamie Clement (FDC)

Enclosed: Proposal Summary, PCM-08 and Email Quote

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental ContractorsNO. : COST PROPOSAL
010

PROJECT NAME:	Advance Water Treatment Upgrade	DATE:	February 6, 2021
LOCATION:	Zephyrhills, FL	DRAWING NO.:	
OWNER:	City of Zephyrhills	SPEC. SECTION:	N/A
ENGINEER:	Jones Edmunds		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds request for credit associated to the proposed hose rack assembly.**PRICING INFORMATION****1. DIRECT LABOR**

1.A GENERAL LABOR:

1.B FIELD ENGINEERING:

1.C DAILY GENERAL CONDITIONS

SKILL/TRADE	MAN-HOURS	RATE	COST
Welder	MH	\$ 70.00	\$ -
Unskilled	MH	\$ 40.00	\$ -
Skilled	MH	\$ 45.00	\$ -
Operator	MH	\$ 49.00	\$ -
Foreman	MH	\$ 55.00	\$ -
Superintendent	MH	\$ 85.00	\$ -
Project Engineer	MH	\$ 90.00	\$ -
Project Manager	2 MH	\$ 110.00	\$ 220.00
Time Increase	0 DAYS	\$ 550.00	\$ -
SUBTOTAL (1)			\$ 220.00
OVERHEAD & PROFIT			15% \$ 33.00
TOTAL (1)			\$ 253.00

2. MATERIALS AND EQUIPMENT

2.A EQUIPMENT:

2.B MATERIAL

2.C DIRECT COSTS:

DESCRIPTION	WEEKS	UNIT PRICE	COST
Crane Truck	wk	\$3,000.00	\$ -
Excavator - 1 day	wk	\$2,300.00	\$ -
Loader	wk	\$2,000.00	\$ -
Core Drill	wk	\$1,000.00	\$ -
Backhoe	wk	\$1,500.00	\$ -
Bobcat	wk	\$800.00	\$ -
Compactor	wk	\$1,150.00	\$ -
NO MARKUP			SUBTOTAL (2) \$ -
MATERIAL			UNITS NOTED
Original Hose Rack Assembly	4 EA	(\$706.00)	\$ (2,824.00)
Proposed Hose Rack Assembly	4 EA	\$353.00	\$ 1,412.00
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL (3)			\$ (1,412.00)
OVERHEAD & PROFIT (Material Only)			10% \$ (141.20)
SALES TAX			6.0% \$ (84.72)
TOTAL (2+3)			\$ (1,637.92)

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
OVERHEAD & PROFIT		SUBTOTAL (4) \$ -
		5% \$ -
		TOTAL (4) \$ -
		TOTAL (1)+(2+3)+(4) \$ (1,384.92)
Bonds & Insurance		1.2% \$ -
Permits		\$ -
		GRAND TOTAL \$ (1,384.92)

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Florida Design Contractors, Inc.
Date: _____	Date: _____	Date: _____

Orlando Rivera

Subject: RE: Zephyrhills Submittal

From: Orlando Rivera
Sent: Wednesday, January 13, 2021 9:00 AM
To: Zachary L. Payne <zpayne@tfco.com>
Cc: carlos miller <cmiller@tfco.com>
Subject: RE: Zephyrhills Submittal

Thanks, Zac.

Thanks,

Orlando Rivera
Florida Design Contractors, Inc.
O. 561-275-2281
C. 561-578-9075
E. orlandor@floridadesigncontractors.com

From: Zachary L. Payne <zpayne@tfco.com>
Sent: Wednesday, January 13, 2021 8:36 AM
To: Orlando Rivera <orlandor@floridadesigncontractors.com>
Cc: carlos miller <cmiller@tfco.com>
Subject: RE: Zephyrhills Submittal

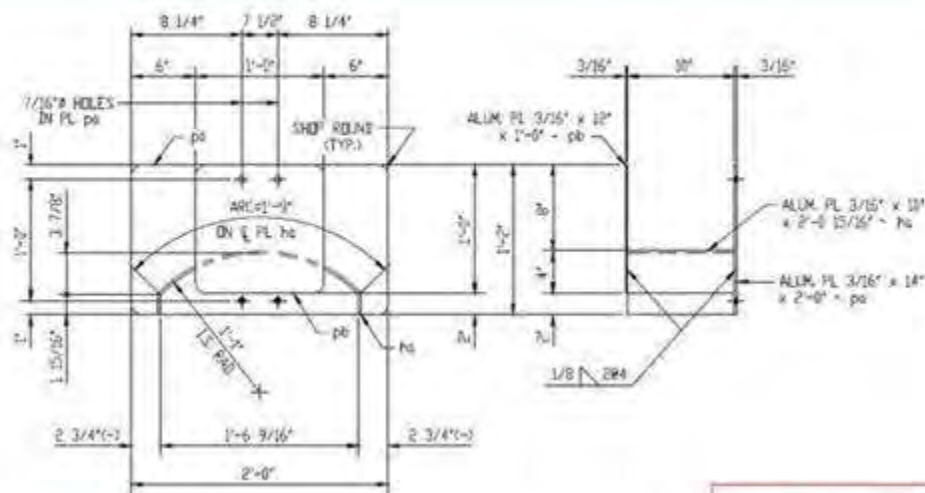
OK, We can sell these to you at \$353.00 EA.

From: Orlando Rivera [<mailto:orlandor@floridadesigncontractors.com>]
Sent: Wednesday, January 13, 2021 7:30 AM
To: Zachary L. Payne
Cc: carlos miller
Subject: RE: Zephyrhills Submittal

Good Morning Zac,

You are correct. You quoted the PSW hose racks for \$706.00ea which should have been based on detail 1, drawing M20 (see attached).

What I'm asking is for the revised pricing for Thompson's proposed rack which was a deviation from the rack detailed on Drawing M20. Your proposed rack is approved but they just want a credit for the difference in price. See below a snippet for your proposed rack and the Engineer's comments.



4 - HOSE RACKS - 10HP1
 8 - 1/2" x 8 1/2" LONG U.S. THREADED RODS W/ CONE & CONE EACH

HOSE RACK MOUNTED TO PRECAST POST (BY OTHERS)
 & YARD HYDRANT BRACKET
 FOR TYPE II 1 1/2" HOSE

ENGR/CONTR. NOTE:
 PLEASE VERIFY THESE HOSE RACKS
 CONNECT TO THE BRACKETS ON
 TFCO DWG 11

ENGR/CONTR. NOTE:
 PLEASE REVIEW AND APPROVE
 TFCO STANDARD HOSE RACK

1) THIS HOSE RACK CONFIGURATION DOES NOT MATCH
 FEATURES AS INDICATED ON DETAIL ON SHEET M-20.
 THIS SIMPLIFIED VERSION IS APPROVED BY THE
 ENGINEER AND A FISCAL CREDIT / DEDUCT WILL BE DUE
 TO THE OWNER

2) 4 HOSE RACKS ARE REQUIRED. REFER TO M-5 (1), M-8 (2),
 M-11 (1).

GSFuecht / JONES EDMUNDS

Thanks,

Orlando Rivera
 Florida Design Contractors, Inc.
 O. 561-275-2281
 C. 561-578-9075
 E. orlandor@floridadesigncontractors.com

From: Zachary L. Payne <zpayne@tfco.com>
Sent: Thursday, January 7, 2021 4:53 PM
To: Orlando Rivera <orlandor@floridadesigncontractors.com>
Cc: carlos miller <cmiller@tfco.com>
Subject: FW: Zephyrhills Submittal

Orlando,

We quoted the hose racks as a unit price item. Your PO only has \$ for two hose racks included.

Thanks,
 Zac Payne
 Sales Estimator - Thompson Fabricating LLC
 1411 Commerce Place, Tarrant, AL 35217
 P 205-841-0441 - zpayne@tfco.com

PROPOSED CONTRACT MODIFICATION (PCM) No. 08

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 11/04/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Excerpt Approved Sub. 66, attached Markup Drawing (M-20)

DESCRIPTION OF MODIFICATION: FDC is requested to furnish and install Hose Racks as approved per Submittal 66 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is requested. Please submit an itemized equitable proposal.

REASON FOR MODIFICATION: To simplify fabrication and match existing hose rack types.

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE:  _____

SHOP DRAWING/SUBMITTAL CONTROL FORM

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

CONTRACTOR INFORMATION

SUBMITTAL DATE: 7/29/2020 SUBMITTAL NUMBER: 001 ⁶⁶ NO. OF COPIES SENT: 1

☒ ORIGINAL SUBMITTAL ☐ RESUBMITTAL ☐ SUPPLEMENT ☐ INFORMATION ONLY

NOTE: If other than original then include: Date of Original _____ Submittal No. of Original _____

A. SPECIFICATION SECTION AND SUB-SECTION NUMBER: 05500

B. DESCRIPTION: Metals- Pipe Bollards, Grating/Frames/Supports, Handrail, Guardrail, Stairs, Weirs, Hose Rack, Hydrant Brackets

C. MANUFACTURED BY: Thomson Fabricating, LLC INSTALLED BY: Florida Design Contractors

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with:

☐ NO DEVIATIONS ☒ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS^a

Please see comments on drawings regarding deviations from manufacturer.

Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if required by Engineer.

ENGINEER INFORMATION

NO. OF COPIES RECEIVED 1

NO. OF COPIES RETURNED 1

ACTIVITY	DATE	PERSON	COMMENT
RECEIVED	<u>7/29/20</u>	<u>GSF / DM</u>	<u>under review</u>
RETURNED	<u>11/03/20</u>	<u>DM / GSF</u>	<u>Make Corrections Noted</u>

SUBMITTAL REVIEW

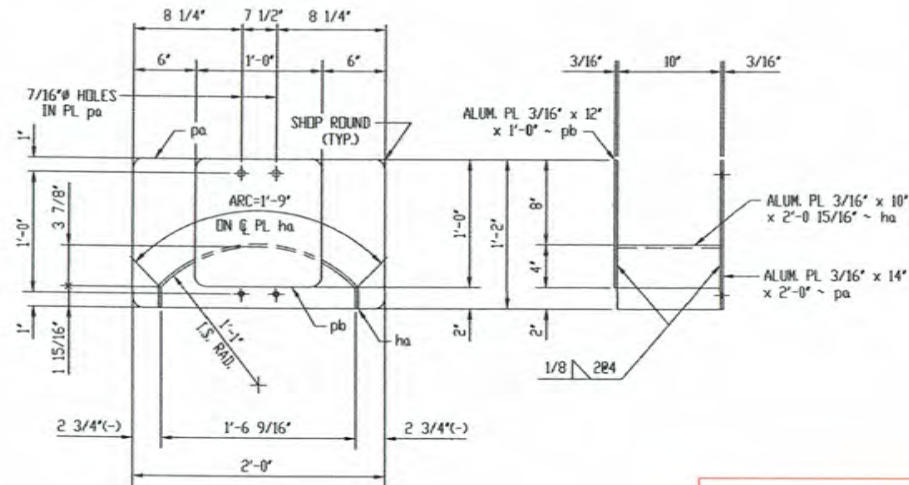
REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND COMPLIANCE WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS, QUANTITIES, OR INSTALLATION REQUIREMENTS.

☐ NO EXCEPTIONS NOTED ☒ MAKE CORRECTIONS NOTED ☐ AMEND AND RESUBMIT ☐ REJECTED—SEE REMARKS
☐ FOR INFORMATION ONLY ☒ COMMENTS ATTACHED

Signed: 

ENGINEERS COMMENTS:

- 1) Per comment 10 of Filter Resubmittal 46A - Contractor to Coordinate Weir Plate dimensions w/ Parkson Mfg.
- 2) Refer to attached supplement information submitted on 10/8/20.
- 3) Sidewalk elevation at Staircase landings is confirmed per design drawing C-3 = elev. 79.00.
- 4) Submitted Hose Rack drawing # 10 is approved. a) Correction = (4) racks are required. b) Deduct / Credit is due for simplified configuration.



4 - HOSE RACKS ~ 10HP1

8 - 1/2" x 8 1/2" LONG S.S. THREADED RODS W/2" & (2)W EACH

HOSE RACK MOUNTED TO PRECAST POST (BY OTHERS)
& YARD HYDRANT BRACKET

FOR TYPE B 1 1/2" HOSE

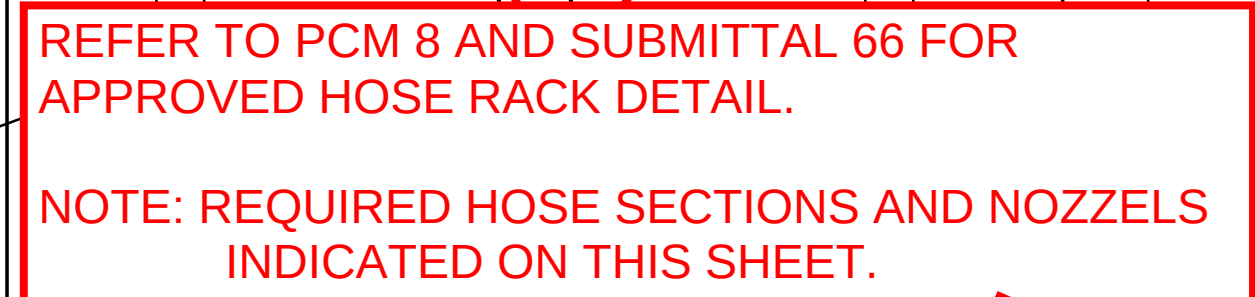
ENGR/CONTR NOTE:
PLEASE VERIFY THESE HOSE RACKS
CONNECT TO THE BRACKETS ON
TFCD DGV 11

ENGR/CONTR NOTE:
PLEASE REVIEW AND APPROVE
TFCD STANDARD HOSE RACK

1) THIS HOSE RACK CONFIGURATION DOES NOT MATCH
FEATURES AS INDICATED ON DETAIL ON SHEET M-20.
THIS SIMPLIFIED VERSION IS APPROVED BY THE
ENGINEER AND A FISCAL CREDIT / DEDUCT WILL BE DUE
TO THE OWNER.

2) 4 HOSE RACKS ARE REQUIRED, REFER TO M-5 (1), M-8 (2),
M-11 (1).

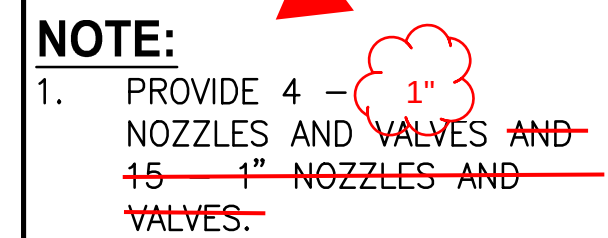
GSFrecht / JONES EDMUNDS



NOTES:

1. ~~PROVIDE 8 SECTIONS OF 1 1/2" x 50'LG, 200# HOSE AND 25 SECTIONS OF 1" x 50'LG, 150# HOSE. OWNER TO DETERMINE FINAL LOCATIONS OF HOSE.~~
2. ALL YARD HYDRANTS AND RACKS SHALL HAVE A WARNING SIGN STATING "NON-POTABLE WATER - DO NOT DRINK".

PROVIDE (4) SECTIONS OF
1" X 100' LONG # 150 HOSE.



NOTE:

1. PROVIDE 4 - 1" NOZZLES AND VALVES AND 15 1" NOZZLES AND VALVES.

DESIGNED AHOLMES
DRAWN JKRAMER
CHECKED TFRIEDRICH

JonesEdmunds
 CERTIFICATE OF AUTHORIZATION #1841
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
 324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA**

DETAILS

APPROVED BY

ANTHONY R. HOLMES

P.E. #70809

PROJECT NO: 26110-025-01	DATE: OCT. 2019
INDEX NO:	DWG NO: M20

ATTACHMENT D

PCM NO. 9 – REVISED YARD HYDRANT DETAIL

PROPOSED CONTRACT MODIFICATION (PCM) No. 09

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 11/04/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing (M-20)

DESCRIPTION OF MODIFICATION: FDC is requested to furnish and install Yard Hydrants as approved per Submittal 62 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is requested. Please submit an itemized equitable proposal.

REASON FOR MODIFICATION: To simplify fabrication and match existing Yard Hydrants.

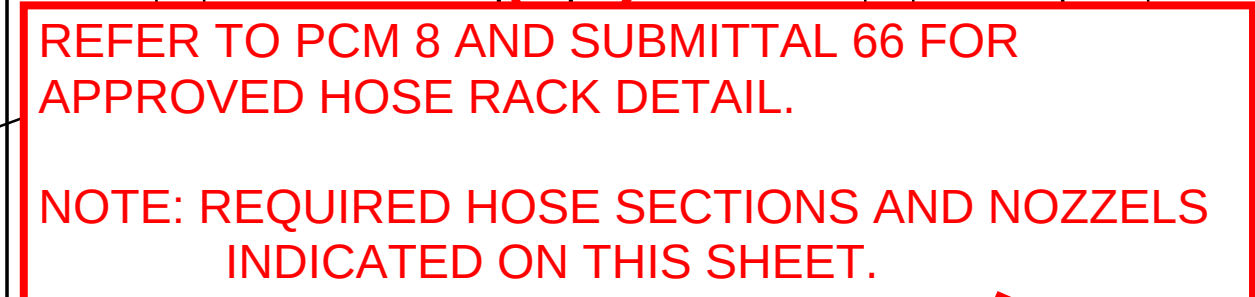
WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

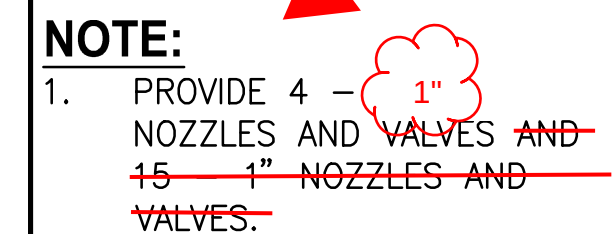
SIGNATURE:  _____



NOTES:

1. ~~PROVIDE 8 SECTIONS OF 1/2" x 50'LG, 200# HOSE AND 25 SECTIONS OF 1" x 50'LG, 150# HOSE. OWNER TO DETERMINE FINAL LOCATIONS OF HOSE.~~
2. ALL YARD HYDRANTS AND RACKS SHALL HAVE A WARNING SIGN STATING "NON-POTABLE WATER - DO NOT DRINK".

PROVIDE (4) SECTIONS OF
1" X 100' LONG # 150 HOSE.



CONTINUOUS DISEASE

DESIGNED AHOLMES
DRAWN JKRAMER
CHECKED TFRIEDRICH

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA**

DETAILS

PROJECT NO: 26110-025-01	DATE: OCT. 2019
INDEX NO:	DWG NO: M20



March 2, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 12 - PCM 09 Hose Bibbs

Dear Mr. Fruecht:

Florida Design Contractors has developed a proposal in response in response to Jones Edmunds PCM 09 request for proposal associated to the Yard Hydrants as approved per Submittal 62 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is being provided herein.

The above referenced deductive proposal is for the amount of (\$1,254.19). An itemized quote is included herein showing the credits and adders per PCM 09.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, PCM-09 and Quotes

PROJECT NAME:	Advance Water Treatment Upgrade	
LOCATION:	Zephyrhills, FL	DATE: March 2, 2021
OWNER:	City of Zephyrhills	DRAWING NO.:
ENGINEER:	Jones Edmunds	SPEC. SECTION: N/A

REFERENCE:	TIME & MATERIAL:	REQUEST FOR PROPOSAL:	X
-------------------	-----------------------------	------------------------------	----------

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM 09 request for proposal associated to the Yard Hydrants as approved per Submittal 62 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is being provided herein.

Notes:

1. See Supplier quote attached.

PRICING INFORMATION

		SKILL/TRADE	MAN-HOURS	RATE		COST	
1. DIRECT LABOR	1.A GENERAL LABOR:	Welder		MH	\$	70.00	\$ -
		Unskilled		MH	\$	40.00	\$ -
		Skilled		MH	\$	45.00	\$ -
		Operator		MH	\$	49.00	\$ -
	1.B FIELD ENGINEERING:	Foreman		MH	\$	55.00	\$ -
		Superintendent		MH	\$	85.00	\$ -
		Project Engineer		MH	\$	90.00	\$ -
		Project Manager	2	MH	\$	110.00	\$ 220.00
	1.C DAILY GENERAL CONDITIONS	Time Increase	0	DAYS	\$	550.00	\$ -
					SUBTOTAL (1)		\$ 220.00
	OVERHEAD & PROFIT				15%		\$ 33.00
					TOTAL (1)		\$ 253.00

2. MATERIALS AND EQUIPMENT		DESCRIPTION		WEEKS	UNIT PRICE	COST
2.A EQUIPMENT:	Crane Truck		wk	\$3,000.00	\$	-
	Excavator - 1 day		wk	\$2,300.00	\$	-
	Loader		wk	\$2,000.00	\$	-
	Core Drill		wk	\$1,000.00	\$	-
	Backhoe		wk	\$1,500.00	\$	-
	Bobcat		wk	\$800.00	\$	-
	Compactor		wk	\$1,150.00	\$	-
	NO MARKUP			SUBTOTAL (2)		\$ -
2.B MATERIAL	MATERIAL	UNITS NOTED				
	Credit	1	LS	(\$3,675.72)	\$	(3,675.72)
	Adder	1	LS	\$2,253.84	\$	2,253.84
					\$	-
					\$	-
				SUBTOTAL (3)		\$ (1,421.88)
2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only) SALES TAX			0%	\$	-
				6.0%	\$	(85.31)
				TOTAL (2+3)		\$ (1,507.19)

3. SUBCONTRACTORS		DESCRIPTION OF WORK	COST
OVERHEAD & PROFIT		SUBTOTAL (4)	\$ -
		5%	\$ -
		TOTAL (4)	\$ -
		TOTAL (1)+(2+3)+(4)	\$ (1,254.19)
		1.2%	\$ -
			\$ -
Bonds & Insurance		GRAND TOTAL	\$ (1,254.19)
Permits			

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
 Date: _____ Date: _____ Date: _____

PROPOSED CONTRACT MODIFICATION (PCM) No. 09

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 11/04/2020

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing (M-20)

DESCRIPTION OF MODIFICATION: FDC is requested to furnish and install Yard Hydrants as approved per Submittal 62 and attached Markup Drawing. This design revision has simplified the entire fabrication and an equitable itemized deduct / credit is requested. Please submit an itemized equitable proposal.

REASON FOR MODIFICATION: To simplify fabrication and match existing Yard Hydrants.

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE:  _____

Wastewater Treatment Facility Advance Water Treatment Upgrade - City of Zephyrhills

SUBMITTAL DATA

MATCO 646R04LF Lead Free Hose Bibb & 646ASLF Backflow Preventer

Hose Bibb
-Lead Free Cast Brass
-Hose Bibb-Male
-125 WOG
-ISO-9002
-Replacement Handles Available

Backflow Preventer
-Lead Free Brass
-Iso-9002

Specification: 15110 - 2.13.C

Notes:

VALVE CONFIGURATION
NOT APPROVED.

GSF / JONES EDMUNDS

646RLF Hose Bibb • Spec Sheet

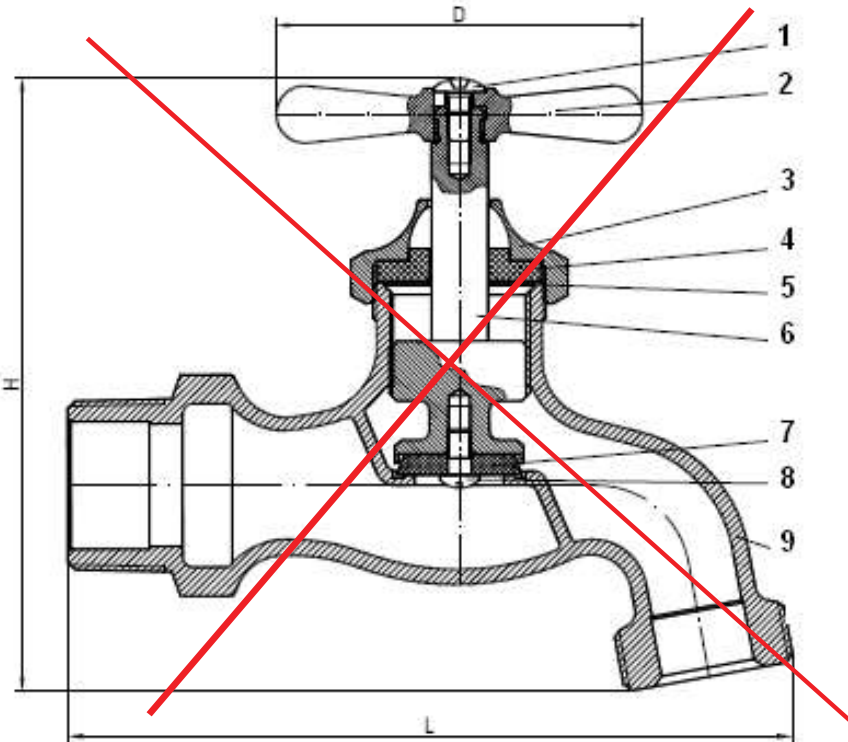


FEATURES & BENEFITS

- Lead Free Cast Brass*
- Hose Bibb-Male
- 125 WOG
- Hose X MIP 1/2" - 1"
- 1/2" MIP X 1/2" Solder Inlet
- ISO-9002
- Replacement Handles Available

DIMENSIONS

Part #	Size	H	L	D	Flow Rate
646R03LF	1/2" Male X 3/4" Hose	2.64	3.61	2.19	4.0 GPM @ 40 PSI
646R04LF	3/4" Male X 3/4" Hose	2.64	3.61	2.19	4.2 GPM @ 40 PSI
646R05LF	1" Male x 1" Hose	4.63	5.48	2.76	4.5 GPM @ 40 PSI



MATERIAL SPECIFICATIONS

No.	Part	Material
1	Bolt	Rod Carbon Steel SAE 106
2	Handle	Zinc
3	Bonnet	Brass C89550
4	Packing	Rubber SAE 1052
5	Washer	Stainless Steel 304/306
6	Stem	Brass C89550
7	Seat Packing	Rubber SAE 1052
8	Seat Screw	Brass C89550
9	Body	Brass C89550

* This product complies with 0.25% weighted average lead content on wetted surfaces in accordance with CA AB1953.



646ASLF Back Flow Preventer • Spec Sheet

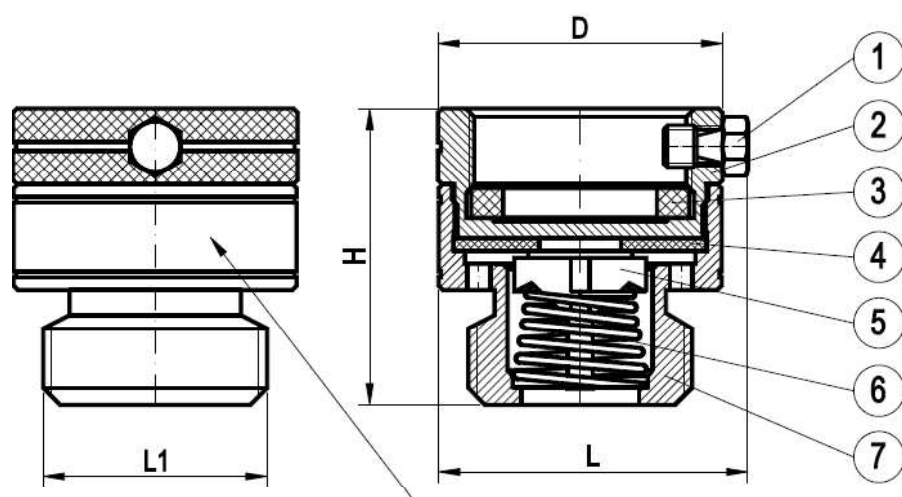


FEATURES & BENEFITS

- Lead Free Brass*
- ISO-9002
- ASSE Standard 1011 and UPC/ IAPMO
- Brass Finish (646AS4LF)
- Chrome-Plated (646ASCLF)
- Available Display Carded
- Break-away Set Screw
- 3/4" Garden Hose Threads

DIMENSIONS

Part #	H	L	L1	D
646AS4LF (Brass)	1.38	1.44	1.04	1.33
646ASCLF (Chrome)	1.38	1.44	1.04	1.33



MATERIAL SPECIFICATIONS

No.	Part	Material
1	Bolt	Brass B124 C37700
2	Bonnet	Brass C89550 / C46400
3	Packing	BUNA SN-719F
4	Seat Packing	BUNA SN-719F
5	Spring House	POM-M90 Polyacetal
6	Spring	Stainless Steel 304
7	Body	Brass C89550 / C46400

MARKING ON PRODUCT

ASSE 1011   B 64.2 125 PSI 180° F INDONESIA LVB 3/4"

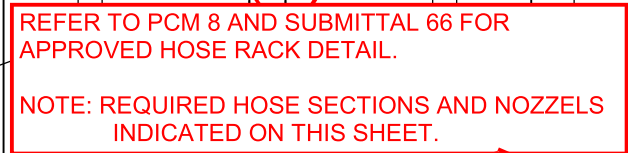
*This product complies with 0.25% weighted average lead content on wetted surfaces in accordance with the Safe Drinking Water Act (SDWA) / Federal Public Law No. 111-380.



Global sourcing. National compliance. Local service.

CALIFORNIA 5595 Fresca Dr., La Palma CA 90623
TEXAS 1150 Silber Rd., Houston TX 77055
ILLINOIS 278 Windy Point Dr., Glendale Heights, IL 60139
GEORGIA 113 Industrial Blvd., Americus, Georgia 31709
NEW YORK PO Box 27, Rt.22, Brewster NY 10509
 WEB: www.matco-norca.com

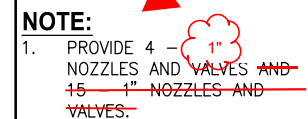
• Phone: 866-532-8306 • Fax: 866-532-8307
 • Phone: 800-935-5456 • Fax: 713-680-2999
 • Phone: 844-412-5068 • Fax: 800-640-2252
 • Phone: 800-433-7526 • Fax: 800-533-5134
 • Phone: 800-431-2082 • Fax: 845-278-9056
 EMAIL: mail@matco-norca.com



NOTES:

1. ~~PROVIDE 8 SECTIONS OF 1½" x 50'L6, 200# HOSE AND 25 SECTIONS OF 1" x 50'L6, 150# HOSE. OWNER TO DETERMINE FINAL LOCATIONS OF HOSE.~~
2. ALL YARD HYDRANTS AND RACKS SHALL HAVE A WARNING SIGN STATING "NON-POTABLE WATER - DO NOT DRINK".

PROVIDE (4) SECTIONS OF
1" X 100' LONG # 150 HOSE.



B

DESIGNED AHOLMES
DRAWN JKRAMER
CHECKED TFRIEDRICH

JonesEdmunds
 CERTIFICATE OF AUTHORIZATION #1841
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
 324 S HYDE PARK AVE. SUITE 250. TAMPA, FLORIDA 33606 / (813) 258-0703

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA**

APPROVED BY
ANTHONY R. HOLMES
P.E. #70809

PROJECT NO: 26110-025-01	DATE: OCT. 2019
INDEX NO:	DWG NO: M20



6520 Harney Road - Tampa, FL 33610
Post Office Box 16039 - Tampa, FL 33687-6039
(813) 740-1144 - FAX (813) 627-9387

Serving the Water & Wastewater Plant Industry for over 30 Years

To:	FLORIDA DESIGN CONTRACTORS
Attn:	ORLANDO RIVERA
Subject:	ZEPHYRHILLS
From:	ALEX URTEAGA-BUNN

Fax:	813-627-9387
Phone:	813-740-1144
Date:	February 9, 2021
Quote #:	Q10381

Terms	F.O.B.	Freight	Ship Via	Validity
Net 30	Factory	PPA	Best Way	30 Days

LINE #	Quantity	Size	Description	Unit Price	Total	Lead Time
01	4	1-1/2" X 03'-00"	GALV SCH 40 THRD NIPPLE	38.76	155.04	
02	4	1-1/2"	GALV THRD TEE	19.44	77.76	
03	4	1-1/2" X 01"	GALV THRD REDUCING BUSHING	11.19	44.76	
04	4	01"	V-720 BRONZE THRD HOSE BIBB	29.41	117.64	
05	4	01-1/2" X 04"	GALV SCH 40 THRD NIPPLE	6.01	24.04	
06	4	1-1/2"	V-710 THRD BRONZE ANGLE HOSE VALVE	370.37	1,481.48	
07	4	1-1/2" X 03"	GALV SCH 40 THRD NIPPLE	4.76	19.04	
08	4	1-1/2"	GALV THRD 90 ELL	13.39	53.56	
09	4	1-1/2" X 50'00"	REINFORCED RED RUBBER HOSE W/ BRASS MIPT X	298.81	1,195.24	
10	8	1-1/2" X 03"	GALV SCH 40 THRD NIPPLE	4.76	38.08	
11	4	1-1/2"	V-200 BRASS THRD FULL PORT BALL VALVE, 2 PCS W/	69.63	278.52	
12	4	1-1/2"	BRASS TAPPED HOSE NOZZLE (DETAIL 5 ON SHEET	47.64	190.56	
13			TOTAL FOR ABOVE MATERIAL : \$3675.72	-	0.00	
14	4	1" X 04"	GALV SCH 40 THRD NIPPLE	5.50	22.00	
15	4	1"	V-710 THRD BRONZE ANGLE HOSE VALVE	295.00	1,180.00	
16	4	1" x 03"	GALV SCH 40 THRD NIPPLE	3.23	12.92	
17	4	1"	GALV THRD 90 ELL	10.98	43.92	
18	4	1" x 50'-00"	REINFORCED RED RUBBER HOSE W/ BRASS MIPT X	142.88	571.52	
19	4	1" x 03"	GALV SCH 40 THRD NIPPLE	3.23	12.92	
20	4	1"	V-200 BRASS THRD FULL PORT BALL VALVE, 2 PCS W/	55.00	220.00	
21	4	1"	BRASS TAPPED HOSE NOZZLE (DETAIL 5 ON SHEET	47.64	190.56	
22			TOTAL FOR ABOVE MATERIAL : \$2253.84			
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						

Sub-Total: 5,929.56

Freight: TBD

TOTAL: 5,929.56

Sales Tax NOT Included

All Material Subject to Prior Sale

McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks Inc. will not be responsible for industry price changes or shortages beyond our control as a result of changes to the current tariff law.

This quotation is for your acceptance in its entirety within 30 Days.

If quantities or descriptions should change, McDade Waterworks, Inc. reserves the right to submit a revised quotation.

Sincerely,
McDade Waterworks, Inc.

ALEX URTEAGA-BUNN

ATTACHMENT E

PCM NO. 13 – T&M TROUBLESHOOT VFD WIRING AT OXIDATION DITCH 1

PROPOSED CONTRACT MODIFICATION (PCM) No. 13

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 05/19/2021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup E-3.

DESCRIPTION OF MODIFICATION:

FDC is requested to expedite Activities and a T&M proposal w/ BL Smith (Elec. Subc) to intercept the VFD wiring at the 2' x 2' Junction Box on the top of the Oxidation Ditch 1 Tank wall to severe wiring and examine w/ Elec. Megger unit the define the segment of the (3) existing 250 MCL Elec. Conductors to the Aerator that are faulty and require wire replacement. The conductors shall be cut in a manner within the junction box that the replacement wire segments can be spliced with suitable watertight connections.

REASON FOR MODIFICATION: Found VFD wiring that has Faulty Conductor(s).

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

XC:

SIGNATURE:  _____

T:\MY CLIENTS DWGS\JONES EDMUNDS\ZEPHYRHILLS AWT\USE THESE EMI DWGS 8-16-19\E-03 OVERALL SITE.DWG 10/23/2019 5:41 AM DWG TO PDF.d

10/23/2019 5:41 AM WHOANSHELT T:\MY CLIENTS DWGS\JONES EDMUNDS\ZEPHYRHILLS AWT\USE THESE EMI DWGS 8-16-19\E-03 OVERALL SITE.DWG

LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	WCH
DRAWN	JPH
CHECKED	WCH

JonesEdmunds
CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA

PARTIAL SITE PLAN 1

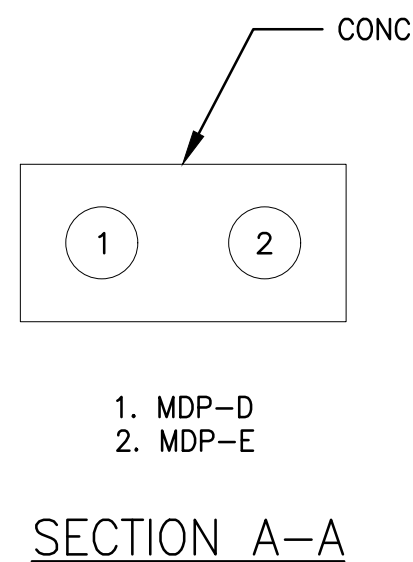
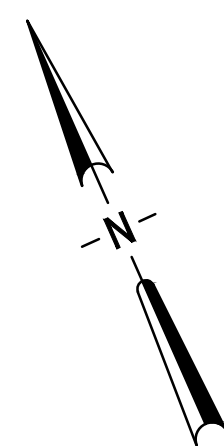
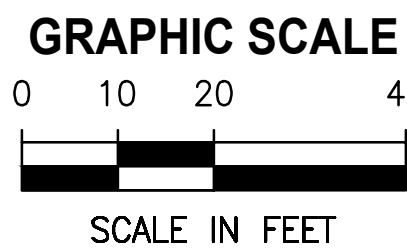
APPROVED BY
EMI EMI CONSULTING SPECIALTIES, INC.
5742 River Bed Road
Groveland, FL 34736
(407) 359-4035
WILLARD C. HOANSHELT
P.E. #42593

PROJECT NO:
26110-025-01
INDEX NO:

DATE:
OCT 2019
DWG NO:
E3



PCM 13 - MARKUP
GSFruecht / JONES EDMUNDS 5/19/21



BID DOCUMENTS



May 24, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 16A - PCM 13 VFD Cable Replacement

Dear Mr. Fruecht:

The following is in response to Jones Edmunds PCM 13 request for proposal to intercept the VFD wiring at the 2' x 2' Junction Box on the top of the Oxidation Ditch 1 Tank wall to severe wiring and examine w/ Elec. Megger unit the define the segment of the (3) existing 250 MCL Elec. Conductors to the Aerator that are faulty and complete the wire replacement.

The above referenced proposal for the amount of \$10,328.88 includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in Florida Design Proposal Summary attached herein.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)
Enclosed: Proposal Summary, PCM #16 and Quote



Proposal Summary

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403

Civil & Environmental Contractors

COST PROPOSAL
016A

NO. :

PROJECT NAME:	Advance Water Treatment Upgrade	DATE:	May 24, 2021
LOCATION:	Zephyrhills, FL	DRAWING NO.:	
OWNER:	City of Zephyrhills	SPEC. SECTION:	N/A
ENGINEER:	Jones Edmunds		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM 13 request for proposal to intercept the VFD wiring at the 2' x 2' Junction Box on the top of the Oxidation Ditch 1 Tank wall to severe wiring and examine w/ Elec. Megger unit the define the segment of the (3) existing 250 MCL Elec. Conductors to the Aerator that are faulty and complete the wire replacement. 3M splice kits have been included as requested.

PRICING INFORMATION

		SKILL/TRADE	MAN-HOURS	RATE		COST	
1. DIRECT LABOR	1.A GENERAL LABOR:	Welder		MH	\$ 70.00	\$	-
		Unskilled		MH	\$ 40.00	\$	-
		Skilled		MH	\$ 45.00	\$	-
		Operator		MH	\$ 49.00	\$	-
	1.B FIELD ENGINEERING:	Foreman		MH	\$ 55.00	\$	-
		Superintendent	4	MH	\$ 85.00	\$	340.00
		Project Engineer		MH	\$ 90.00	\$	-
		Project Manager	4	MH	\$ 110.00	\$	440.00
	1.C DAILY GENERAL CONDITIONS	Time Increase		DAYS	\$ 550.00	\$	-
					SUBTOTAL (1)		\$
				15%		\$	117.00
				TOTAL (1)		\$	897.00

2. MATERIALS AND EQUIPMENT	2.A EQUIPMENT:	DESCRIPTION	WEEKS	UNIT PRICE	COST
		Crane Truck	wk	\$3,000.00	\$ -
		Excavator	wk	\$2,300.00	\$ -
		Loader	wk	\$2,000.00	\$ -
		Core Drill	wk	\$1,000.00	\$ -
		Backhoe	wk	\$1,500.00	\$ -
		Bobcat	wk	\$800.00	\$ -
		Compactor	wk	\$1,150.00	\$ -
	2.B MATERIAL	NO MARKUP		SUBTOTAL (2)	\$ -
		MATERIAL	UNITS NOTED		
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
	2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only)		SUBTOTAL (3)	\$ -
		SALES TAX		10%	\$ -
				6.0%	\$ -
				TOTAL (2+3)	\$ -

3. SUBCONTRACTORS		DESCRIPTION OF WORK		COST			
BL Smith Electric		See proposal attached.		\$ 8,982.74			
OVERHEAD & PROFIT		SUBTOTAL (4)		\$ 8,982.74			
		5%		\$ 449.14			
		TOTAL (4)		\$ 9,431.88			
		TOTAL (1)+(2+3)+(4)		\$ 10,328.88			
		Bonds & Insurance		1.2%		\$ -	
		Permits				\$ -	
		GRAND TOTAL		\$ 10,328.88			

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
Date: _____ Date: _____ Date: _____



PCM No. 13

PROPOSED CONTRACT MODIFICATION (PCM) No. 13

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 05/19/2021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup E-3.

DESCRIPTION OF MODIFICATION:

FDC is requested to expedite Activities and a T&M proposal w/ BL Smith (Elec. Subc) to intercept the VFD wiring at the 2' x 2' Junction Box on the top of the Oxidation Ditch 1 Tank wall to severe wiring and examine w/ Elec. Megger unit the define the segment of the (3) existing 250 MCL Elec. Conductors to the Aerator that are faulty and require wire replacement. The conductors shall be cut in a manner within the junction box that the replacement wire segments can be spliced with suitable watertight connections.

REASON FOR MODIFICATION: Found VFD wiring that has Faulty Conductor(s).

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

XC:

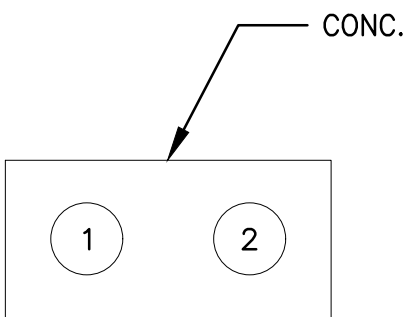
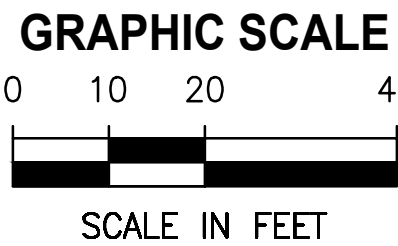
SIGNATURE:  _____

T:\MY CLIENTS DWGS\JONES EDMUNDS\ZEPHYRHILLS AWT\USE THESE EMI DWGS 8-16-19\E-03 OVERALL SITE.DWG 10/23/2019 5:41 AM DWG TO PDF v3

10/23/2019 5:41 AM WHOANSHELT T:\MY CLIENTS DWGS\JONES EDMUNDS\ZEPHYRHILLS AWT\USE THESE EMI DWGS 8-16-19\E-03 OVERALL SITE.DWG



PCM 13 - MARKUP
GSFruecht / JONES EDMUNDS 5/19/21



1. MDP-D
2. MDP-E

SECTION A-A

LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	WCH
DRAWN	JPH
CHECKED	WCH

JonesEdmunds

CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA

PARTIAL SITE PLAN 1

APPROVED BY
EMI EMI CONSULTING SPECIALTIES, INC.
5742 River Bed Road
Groveland, FL 34736
(407) 359-4035
WILLARD C. HOANSHELT
P.E. #42593

PROJECT NO:
26110-025-01

INDEX NO:

DATE:
OCT 2019

DWG NO:
E3

BID DOCUMENTS



Material and Subcontractor Quotes



CHANGE ORDER - PCM #13

DATE: 5/24/2021

TO: FLORIDA DESIGN CONTRACTORS

RE: PCM #13

We are pleased to submit this proposal based on the scope of work that follows. Below is a list of what is included and excluded. If there are any questions please call.

WORK INCLUDED:

Time and Material

- Cut VFD #4 motor conductors at 2'x2' junction box in middle of run. Determine which side of the motor conductors is damaged. Remove damaged conductors. Determine length of replacement conductors.

New Conductors Change Order

- Pull in new (3) 250 MCM with (1) #4 Ground to 2'x2' Junction Box on Ox ditches wall.
- Pull in existing (2) #14 and (2) #12 for motors heater and thermal overload with new conductors.
- Terminate new conductors in VFD #4.
- Terminate new conductors in 2'x2' Junction Box with specified 3M splice kits to existing motor leads.

TIME AND MATERIAL TICKET.... \$1,245.74

NEW CONDUCTORS C/O..... \$7,737.00

PCM #13 TOTAL.....\$8,982.74

Thank you for the opportunity to submit this proposal. This proposal is good for 30 days. This proposal is based on Mon. through Fri. workdays between the hours of 7:00AM-3:30PM. Any hours beyond the previously stated will incur additional charges.

*Cordially,
Brent Smith*

ESTIMATOR/PROJECT MANAGER

Office: 863-439-7401

Direct: 863-271-055

Mobile: 863-604-7672

Email: Brent@BLSmithElectric.com

License#0000124

Bid Summary Report

Zephyrhills VFD 4 Damaged Cable Replacement CO Estimator: Brent Smith

Job #2278

Job Name: Zephyrhills VFD 4 Damaged Cable Replacement CO

Contractor:

Estimator: Brent Smith

Notes:

Bid Date: 5/20/2021

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Base Bid	\$103.38	100.00%	\$103.38	34.00	100.00%	34.00

Top Sheet

Raw Cost	\$6,710.52	Sales per Month	\$0.00
Tax	\$307.90	Return per Month	\$0.00
Raw Cost with Tax	\$7,018.42	Price per Square Foot	\$0.00
Overhead	\$350.92	Hours per Square Foot	0.00
Profit	\$367.70	Square Feet	0.00
Total Return Amount	\$718.62	Job Months	0.00
Total Return %	9.29%	Hours per Week	40.00
Price	\$7,737.03	Workers per Day	0.00
Bond	\$0.00	Total Hours	34.00
Sell Price	\$7,737.03	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$7,737.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 9.29%	\$718.58	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman	100.00%	34.00	\$68.00	\$0.00	0.00%	\$2,312.00
Totals	100.00%	34.00	\$68.00	\$0.00	0.00%	\$2,312.00

Mark Ups

Mark Ups	OVERHEAD						PROFIT	
	Total		%	Amount		%	Amount	
Materials	\$103.38	+	5.00%	\$108.55	+	5.00%	\$113.98	
Labor	\$2,312.00	+	5.00%	\$2,427.60	+	5.00%	\$2,548.98	
Supplier Quotes	\$4,295.14	+	5.00%	\$4,509.90	+	5.00%	\$4,735.39	
SubContractors	\$0.00	+	5.00%	\$0.00	+	5.00%	\$0.00	
Direct Job Expense	\$0.00	+	5.00%	\$0.00	+	5.00%	\$0.00	

Bid Summary Report

Zephyrhills VFD 4 Damaged Cable Replacement CO Estimator: Brent Smith

Job #2278

Equipment Rental	\$0.00	+	5.00%	\$0.00	+	5.00%	\$0.00
Totals	\$6,710.52		5.00%	\$7,046.05		5.00%	\$7,398.35

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$103.38	7.00%	\$7.24
Labor	\$2,312.00	0.00%	\$0.00
Supplier Quotes	\$4,295.14	7.00%	\$300.66
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	7.00%	\$0.00
Equipment Rental	\$0.00	7.00%	\$0.00
Total Tax:			\$307.90

Supplier Quotes

Name	Supplier	Tax (7.0%)	Unit Cost	Multiplier	Amount
Cable	Graybar	Yes	\$3,959.14	1.00	\$3,959.14
Splice Kits	Graybar	Yes	\$336.00	1.00	\$336.00
Total:					\$4,295.14

Job Name: Zephyrhills VFD 4 Damaged Cable Replacement CO

Job Number: 2278

Extension Name: Base Bid

Material Filter: <None>

Report: Price B..L/Bid

[Items and ByProducts]

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$3.75			34.00	
CCode: Misc.					<u>\$0.00</u>			<u>1.00</u>	
44,047	1 HOUR LABOR (REWORK)	1.00	\$0.00	E	\$0.00	1.00	E	1.00 am	
CCode: Lugs/Termination/Ground					<u>\$3.75</u>			<u>13.35</u>	
5,757	#8 - #4 85-10 3M 1000V RESIN	1.00	\$0.00	Q	\$0.00	1.66	E	1.66 sl	
5,760	250M-500M 85-16 3M 1000V S	3.00	\$0.00	Q	\$0.00	2.65	E	7.95 sl	
5,786	4 GA TERMINATION	2.00	\$0.00	X	\$0.00	0.19	E	0.38 sl	
5,794	250 MCM TERMINATION	6.00	\$0.00	X	\$0.00	0.56	E	3.36 sl	
5,859	SCOTCH SUPER 88 VINYL TAPE	1.00	\$3.75	E	\$3.75	0.00	X	0.00 sl	
CCode: Branch Wire					<u>\$0.00</u>			<u>3.30</u>	
40	14 THHN CU STRANDED	300.00	\$0.00	X	\$0.00	5.00	M	1.50 wb	
41	12 THHN CU STRANDED	300.00	\$0.00	X	\$0.00	6.00	M	1.80 wb	
CCode: Feeder Wire					<u>\$0.00</u>			<u>16.35</u>	
45	4 THHN CU STRANDED	150.00	\$0.00	Q	\$0.00	13.00	M	1.95 wf	
53	250 THHN CU STRANDED	450.00	\$0.00	Q	\$0.00	32.00	M	14.40 wf	
[Items and ByProducts] Total:					\$3.75			34.00	



2100 CRYSTAL GROVE DR
LAKELAND FL 33801-6897
Phone: 863-904-1200
Fax: 863-666-5178

To: BL SMITH ELECTRIC, INC
29252 US HIGHWAY 27
DUNDEE FL 33838-4285
Attn: Brent Smith
Phone: 863/439-7401
Fax: 863/439-2045
Email: jay.taylor@graybar.com

Date: 05/20/2021
Proj Name: CABLE RFQ
GB Quote #: 0238029183
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 05/20/2021
Valid To: 05/21/2021
Contact: RICHARD TAYLOR
Email: jay.taylor@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	150 EA WIRE			THHN-250MCM-BRN-CUT REEL	THHN/THWN-2 37 STR 600V 90DEG CU	\$8,351.21	1000	\$1,252.68
GB Part #: 25082220 UPC #: 98025082220								
200	150 EA WIRE			THHN-250MCM-ORN-CUT REEL	THHN/THWN-2 37 STR 600V 90DEG CU	\$8,351.21	1000	\$1,252.68
GB Part #: 25082223 UPC #: 98025082223								
300	150 EA WIRE			THHN-250MCM-YEL-CUT REEL	THHN/THWN-2 37 STR 600V 90DEG CU	\$8,351.21	1000	\$1,252.68
GB Part #: 25082226 UPC #: 98025082226								
400	150 EA WIRE			THHN-4-STR-GRN-CUT REEL	THHN/THWN-2 19 STR 600V 90DEG CU	\$1,340.64	1000	\$201.10
GB Part #: 22061545 UPC #: 98022061545								
500	3 EA BURNDY LLC		BIBD2502		MULTIPOINT CONNECTOR 600V 2 PORT	\$13.49	1	\$40.47
GB Part #: 99527691 UPC #: 78181022 78181022405								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BL SMITH ELECTRIC, INC
29252 US HIGHWAY 27
DUNDEE FL 33838-4285
Attn: Brent Smith

Date: 05/20/2021
Proj Name: CABLE RFQ
GB Quote #: 0238029183

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

600	1 EA	BURNDY LLC	BIBD42	MECHNCL MULTI PORT CONNECTOR 600V 2 PORT	\$14.14	1	\$14.14
-----	-----------------	-----------------------	-------------------	---	--------------------	--------------	--------------------

GB Part #: 99508569 UPC #: 78181022381

Total in USD (Tax not included): ~~\$4,013.75~~
\$3,959.14

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.



2100 CRYSTAL GROVE DR
LAKELAND FL 33801-6897
Phone: 863-904-1200
Fax: 863-666-5178

To: BL SMITH ELECTRIC, INC
29252 US HIGHWAY 27
DUNDEE FL 33838-4285
Attn: Brent Smith
Phone: 863/439-7401
Fax: 863/439-2045
Email: jay.taylor@graybar.com

Date: 05/24/2021
Proj Name:
GB Quote #: 0238033581 Rev-2
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 05/24/2021
Valid To: 06/23/2021
Contact: RICHARD TAYLOR
Email: jay.taylor@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	BURNDY LLC	Y262CR	#2/0STR TO #2STR RED ADAPT SLEEVE	\$11.91	1	\$11.91
GB Part #: 26052485 UPC #: 78181003090 ***Item Note:*** FAC DIRECT + FRT								
200		1 EA	3M CO.- ELECTRICAL	4N-B	INSULATING RESIN SIZE B 7.4 OZ.	\$27.91	1	\$27.91
GB Part #: 25876414 UPC #: 05112861348 ***Item Note:*** ZONE STOCK								
300		1 EA	3M CO.- ELECTRICAL	82-AN	INLNE RSIN PWER CBLE SPLICE KIT 10-2 AWG	\$35.96	1	\$35.96
GB Part #: 25876408 UPC #: 05112861338 ***Item Note:*** BATON ROUGE, LA + FRT								
500		3 EA	BURNDY LLC	Y3025R	#300MCM TO #1/0STR RED ADAPT SLEEVE	\$12.92	1	\$38.76
GB Part #: 26052488 UPC #: 78181012140 ***Item Note:*** FAC DIRECT, + FRT								
600		3 EA	3M CO.- ELECTRICAL	82-A3N	INLNE RSIN PWER CBLE SPLC KIT 1-5 KV	\$73.82	1	\$221.46

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: BL SMITH ELECTRIC, INC
29252 US HIGHWAY 27
DUNDEE FL 33838-4285
Attn: Brent Smith

Date: 05/24/2021
Proj Name:
GB Quote #: 0238033581 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 25876411 UPC #: 05112861343

Item Note: **MO. + FRT**

Total in USD (Tax not included): \$336.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

ATTACHMENT F

PCM NO. 14 – T&M DEMO OF CONCRETE ENCASEMENT OF 30” PIPE

PROPOSED CONTRACT MODIFICATION (PCM) No. 14

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 07/19/2021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Sketch and photo.

DESCRIPTION OF MODIFICATION:

FDC is requested to expedite activities and a T&M proposal to remove 15 LF of the found Concrete encasement on the existing 30" Clarifier Effluent UG DIP Piping as indicated in the attached drawing and photo. It is acknowledged that the City will curtail all flow into the 30" Pipe during the Concrete encasement demolition and removal process.

REASON FOR MODIFICATION: Found Encasement conflicts with designed Tie-in Fittings and Valves.

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

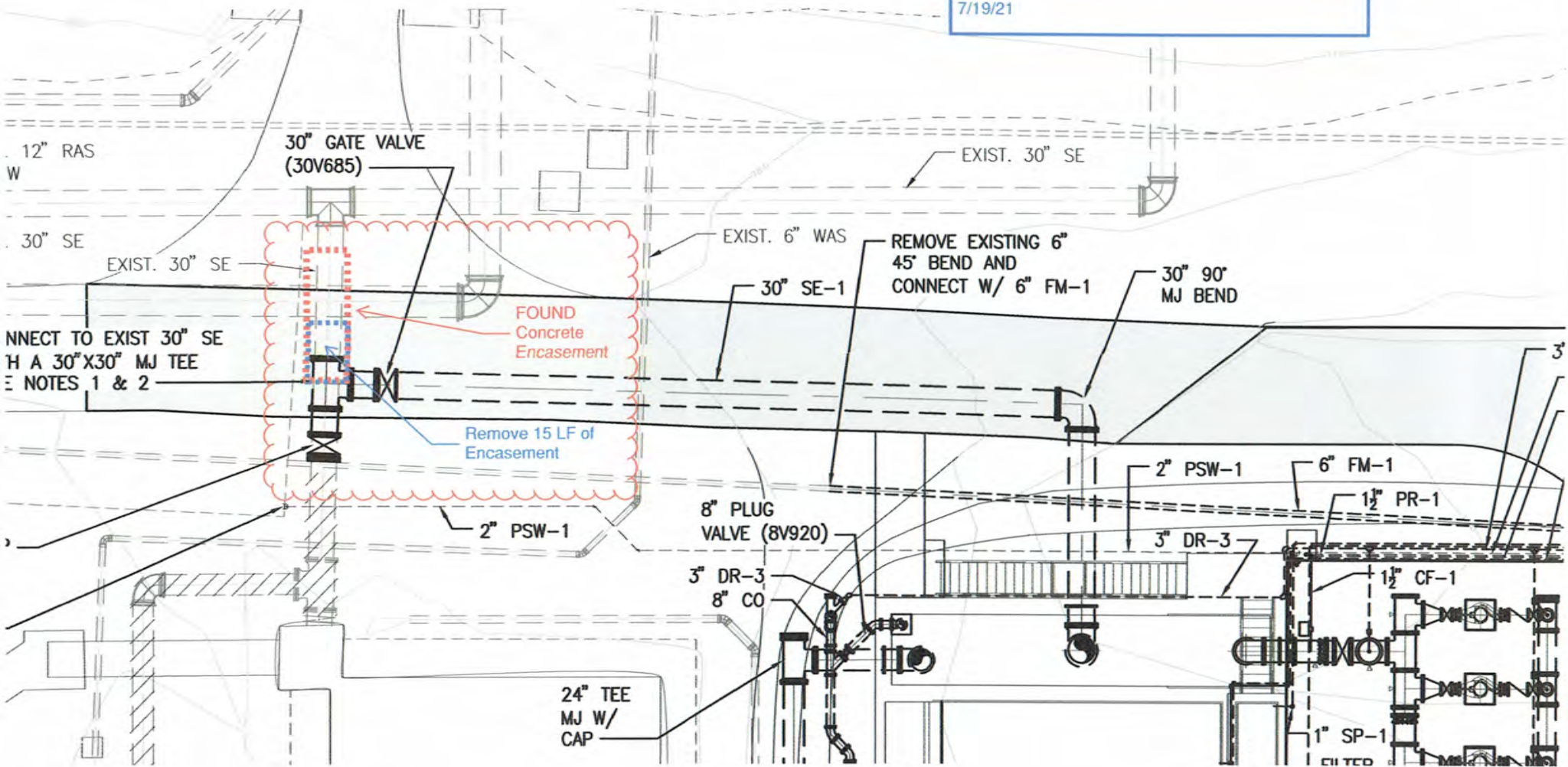
SIGNATURE:  _____

PCM 14 - Demo Concrete Encasement

GSFruecht / JONES EDMUNDS

7/19/21

KRAMER





August 27, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 17 – PCM 14 Remove 15 LF of found Concrete Encasement

Dear Mr. Fruecht:

Florida Design Contractors has developed a cost proposal in response to Jones Edmunds PCM-14 associated to the removal and disposal of the found concrete encasement along the 30" underground pipe.

The above referenced proposal for the amount of **\$4,162.61** includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, PCM-14 and Material Invoice

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental ContractorsNO. : COST PROPOSAL
017

PROJECT NAME:	Advance Water Treatment Upgrade	DATE:	August 27, 2021
LOCATION:	Zephyrhills, FL	DRAWING NO.:	
OWNER:	City of Zephyrhills	SPEC. SECTION:	
ENGINEER:	Jones Edmunds		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: **X**DESCRIPTION: *Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-14 associated to the removal of the 15 LF of the found concrete encasement along the 30" underground DIP.*Notes:

1. Cost included herein is only for actual labor and equipment used on 7/20/20 and 7/21/20.

PRICING INFORMATION**1. DIRECT LABOR**

1.A GENERAL LABOR:

1.B FIELD ENGINEERING:

1.C DAILY GENERAL CONDITIONS

SKILL/TRADE	MAN-HOURS	RATE	COST
Welder	MH	\$ 70.00	\$ -
Unskilled	MH	\$ 40.00	\$ -
Skilled	10 MH	\$ 45.00	\$ 450.00
Operator	MH	\$ 49.00	\$ -
Foreman	10 MH	\$ 55.00	\$ 550.00
Superintendent	10 MH	\$ 85.00	\$ 850.00
Project Engineer	MH	\$ 90.00	\$ -
Project Manager	1 MH	\$ 110.00	\$ 110.00
Time Increase	0 DAYS	\$ 550.00	\$ -

OVERHEAD & PROFIT

SUBTOTAL (1) \$ 1,960.00

15% \$ 294.00

TOTAL (1) \$ 2,254.00

2. MATERIALS AND EQUIPMENT

2.A EQUIPMENT:

2.B MATERIAL

2.C DIRECT COSTS:

DESCRIPTION	WEEKS	UNIT PRICE	COST
Crane Truck	wk	\$3,000.00	\$ -
Excavator w/ Chipping Hammer -1 Day	1 Day	\$986.00	\$ 986.00
Loader	0.2 wk	\$2,000.00	\$ 400.00
Core Drill	wk	\$1,000.00	\$ -
Backhoe	0.2 wk	\$1,500.00	\$ 300.00
Bobcat	wk	\$800.00	\$ -
Compactor	wk	\$1,150.00	\$ -
NO MARKUP			SUBTOTAL (2) \$ 1,686.00
MATERIAL	UNITS NOTED		
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
OVERHEAD & PROFIT (Material Only)			SUBTOTAL (3) \$ -
SALES TAX			10% \$ -
			INCL \$ -
			TOTAL (2+3) \$ 1,686.00

3. SUBCONTRACTORS

DESCRIPTION OF WORK

COST

Angelo's Recycled Materials	Disposal Fee	\$ 165.00

OVERHEAD & PROFITBonds & Insurance
Permits

SUBTOTAL (4) \$ 165.00

5% \$ 8.25

TOTAL (4) \$ 173.25

TOTAL (1)+(2+3)+(4) \$ 4,113.25

1.2% \$ 49.36

\$ -

GRAND TOTAL \$ 4,162.61

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Florida Design Contractors, Inc.
Date: _____	Date: _____	Date: _____

FLORIDA DESIGN CONTRACTORS

Time and Material- Daily Log

NO.

Job No: 1490 Sheet: 1 of 2
 Job Name: DEMOGRAPHICS WWTF Date: 7/20/21
 Owner/Engineer/Vendor/Subcontractor: CITY OF ZANESVILLE, OHIO/EDWARDS, FOC
 Description of Work Performed: DEMOLISH + REMOVE 5' X 5' X 15'
CONCRETE ENCASMENT ON EXISTING 30" SE OUTSIDE IRON
PIPE THAT IS TO BE TIE INTO TO NEW NEW FUTURE STRUCTURE

Materials Incorporated:

Qty Unit Description

Equipment Incorporated:

Qty Description

Hours

2 TACHIBANA 2150 TRACK MACHINE
5 STAKE 420 DEMO SAW

Labor Incorporated (including Site Supervision):

Name

Classification

Hours

JON PUSZBEK - 5 HR SUPERINTENDENT
BARNETT AUGUSTIN - 5 HR RIPPER OPERATOR
MATT WEBB - 5 HR LABORER
LENN REOS - 5 HR LABORER

Subcontractors Utilized:

Subcontractor

Work Performed

The above work is confirmed to be performed as follows:

Owner/Eng/Inspector

Florida Design Contractors

By:

By:

Title:

Title:

Date:

Date:

FLORIDA DESIGN CONTRACTORS

Time and Material- Daily Log

NO. _____

Job No: 1490Sheet: 2 of 2Job Name: 2100 MANHATTAN BLVDDate: 7/21/21Owner/Engineer/Vendor/Subcontractor: CITY OF INDIANAPOLIS / INDIANAPOLIS / FDCDescription of Work Performed: DEMOLISH + REMOVE 5' X 5' X 15'CONCRETE ENCASMENT ON 30" ØR DUCTILE IRON PIPETHAT IS TO BE TIED INTO TO READ NEW FORM STRUCTURE

Materials Incorporated:

Qty Unit Description

Equipment Incorporated:

Qty Description

Hours

3 CASE 130 TRAC MACHINE W/ CHIPPERS ATTACH2 TRACHUMER 2150 TRAC MACHINE2 JOHN DEERE 524K LOADER1 GENIE 420 DEMO SOW

Labor Incorporated (Including Site Supervision):

Name

Classification

Hours

JOHN PHELPS - 5 HRSUPERINTENDENTBARNETT AUGUSTEN - 5 HRPIPE LAYER

Subcontractors Utilized:

Subcontractor

Work Performed

The above work is confirmed to be performed as follows:

Owner/Eng/Inspector

Florida Design Contractors

By: _____

By: EPH

Title: _____

Title: SUPERINTENDENT

Date: _____

Date: 7/21/21



BRANCH 07F
4321 NORTH US HIGHWAY 301
TAMPA FL 33610
813-626-7368
813-621-9284 FAX

RENTAL RETURN INVOICE

196091590-001

Job Site

ZEPHRYHILLS WWTP
39825 ALSTON AVE
ZEPHYRHILLS FL 33542-6733

Office: 561-845-1233 Cell: 561-676-4054

Customer # : 331284
Invoice Date : 07/27/21
Rental Out : 07/20/21 03:00 PM
Rental In : 07/21/21 11:30 AM
UR Job Loc : 39825 ALSTON AVE, ZE
UR Job # : 19
Customer Job ID:
P.O. # : 1490
Ordered By : JOHN PHILBECK
Reserved By : SHAWN WOLBERT
Salesperson : SHAWN WOLBERT

5.1.15901MB 0.447 12826S21.p01 019966 1-1 0



FLORIDA DESIGN CONTRACTORS
1326 S KILLIAN DR
LAKE PARK FL 33403-1919

Invoice Amount: \$1,494.52

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84740
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10617658	EXCAVATOR 25000-29999# Make: CASE Model: CX130D Serial: DAC130K7NHS7D1295 Meter out: 2183.50 Meter in: 2186.30		694.00	1,805.00	4,130.00	694.00
1	11199276	EXCAVATOR BREAKER 1500-2000# Make: EPIROC Model: EC 100T Serial: BES138229		292.00	1,010.00	2,880.00	292.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 19.720	EACH	19.72
4	DIESEL FUEL	[DSL/MCI] 7.100	EACH	28.40
1	DELIVERY CHARGE	195.000	EACH	195.00
1	PICKUP CHARGE	195.000	EACH	195.00
Sales/Misc Subtotal:				438.12
Agreement Subtotal:				1,395.72
Fuel:				28.40
Tax:				70.40
Total:				1,494.52

COMMENTS/NOTES:

CONTACT: JOHN PHILBECK
CELL#: 561-676-4054

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

TRANSACTION RECORD

Angelo's Recycled Materials
855 28th Street South

St. Petersburg, FL 33712
(727) 581-1544

001002-0537 - FL Design Contractors
39825 Alston Ave
Zephyrhills,FL 33542

Payment Transaction Date: 8/11/2021 7:45:20AM
Invoice #: O A

Invoice Amount Paid: \$165.00
Transaction Total: \$165.00

Balance Summary:

0 - 30	\$-492.00
31 - 60	\$595.50
61 - 90	\$0.00
91 - 120	\$0.00
Over 120	\$0.00
Current Balance	\$103.50

Credit Card #: *****0259
Credit Card Type: Visa
Authorization code: 000592 (TransactionID: 63188014538)

Angelo's Recycled Materials
AngelaWill 08/11/2021 07:45 AM

PROPOSED CONTRACT MODIFICATION (PCM) No. 14

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 07/19/2021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Sketch and photo.

DESCRIPTION OF MODIFICATION:

FDC is requested to expedite activities and a T&M proposal to remove 15 LF of the found Concrete encasement on the existing 30" Clarifier Effluent UG DIP Piping as indicated in the attached drawing and photo. It is acknowledged that the City will curtail all flow into the 30" Pipe during the Concrete encasement demolition and removal process.

REASON FOR MODIFICATION: Found Encasement conflicts with designed Tie-in Fittings and Valves.

WORK DIRECTIVE:

- ☒ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

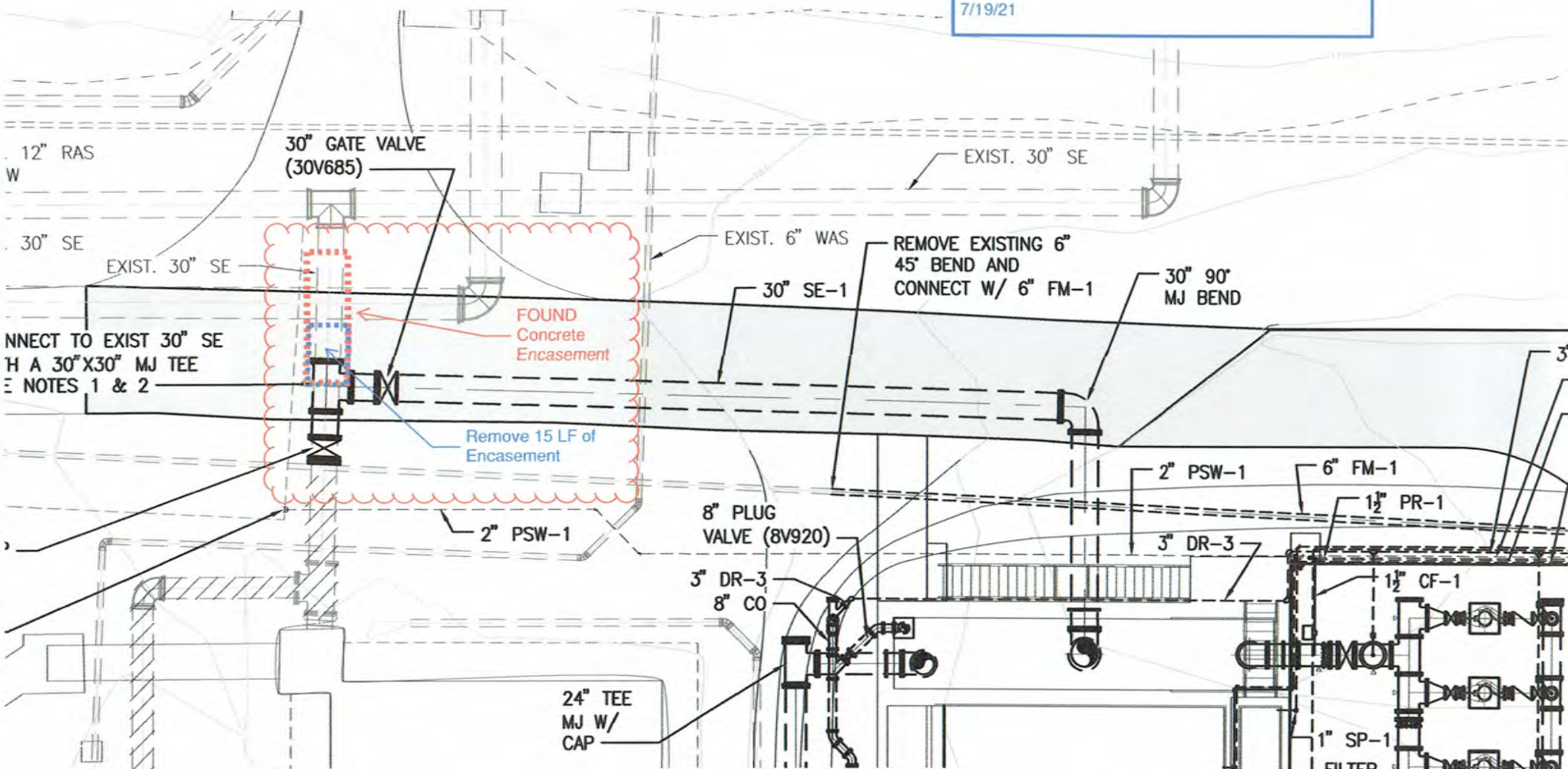
SIGNATURE: 

PCM 14 - Demo Concrete Encasement

GSFruecht / JONES EDMUNDS

7/19/21

KRAMER



ATTACHMENT G

PCM NO. 15 – ADDITIONAL 45-DEGREE BEND ON 30” PIPE & OMITTED INSTALLATION OF 30” GATE VALVE

PROPOSED CONTRACT MODIFICATION (PCM) No. 15

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 8/16/21

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): M-3

DESCRIPTION OF MODIFICATION:

- 1) FDC shall provide a proposal for furnishing and installing an additional 30-inch 45 Deg DIP Fitting to accommodate the necessary vertical offset to tie-in to the existing 30 inch SE DIP pipe from the Clarifiers.
- 2) Please also show a separate labor credit for omitting the 30-inch gate valve installation and provide the purchased 30 inch gate valve to the City.

REASON FOR MODIFICATION: Found existing elevation of 30 inch UG SE piping requires adjustment with a new 30" bend and roll the new 30" Tee to align. Indicate on As-Built Drawings.

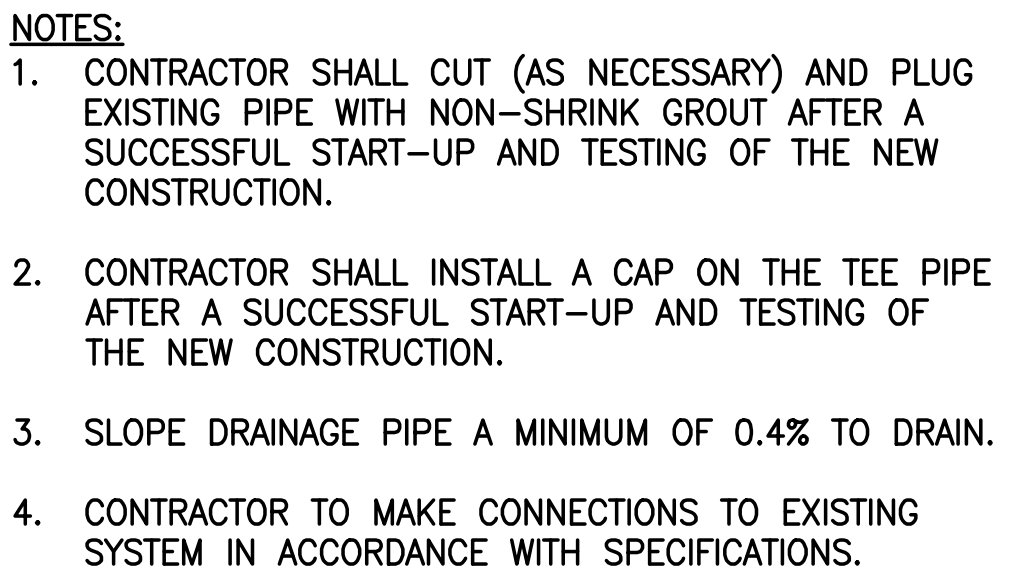
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by N/A

xc:

SIGNATURE: 



APPROVED BY	PROJECT NO: 26110-025-01	DATE: OCT. 2019
ANTHONY R. HOLMES	INDEX NO:	DWG NO:
P.E. #70809		M3



August 27, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 18 – PCM No.15 Add 30in Bend and Omit Installation of 30in GV

Dear Mr. Fruecht:

The following Change Order Request is in response to the findings associated to the existing 30" Filter Effluent piping elevation vs. the proposed elevation of the new 30" Filter Influent Piping. Existing Top of Pipe (TOP) Elevation of 30" Filter Influent piping is 76.26' and the proposed TOP Elevation of the new 30" Filter Influent piping is 69.67' (INV. ELV 67.00'). As such, Florida Design had to purchase a 30" 45deg MJ Fitting and megalugs to make-up the change in elevation.

The above referenced proposal for the amount of **\$6,863.38** only includes the material cost of the additional fitting and restraints.

A labor credit in the amount of **\$479.55** will be for omitting the 30in gate valve installation and to provide the valve to the city.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, Labor Credit Summary, Marked-Up Drawing, Material's Invoice and PCM 15



Proposal Summary

**FLORIDA DESIGN CONTRACTORS**1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental ContractorsCOST PROPOSAL
NO. : 014

PROJECT NAME:	Advance Water Treatment Upgrade	DATE:	March 5, 2021
LOCATION:	Zephyrhills, FL	DRAWING NO.:	
OWNER:	City of Zephyrhills	SPEC. SECTION:	N/A
ENGINEER:	Jones Edmunds		

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following Change Order Request is in response to the findings associated to the existing 30" Filter Effluent piping elevation vs. the proposed elevation of the new 30" Filter Influent Piping. Existing Top of Pipe (TOP) Elevation of 30" Filter Influent piping is 76.26' and the proposed TOP Elevation of the new 30" Filter Influent piping is 69.67' (INV. ELV 67.00'). As such, Florida Design had to purchase a 30" 45deg MJ Fitting and megalugs to make-up the change in elevation.

PRICING INFORMATION

1. DIRECT LABOR	SKILL/TRADE	MAN-HOURS	RATE	COST
1.A GENERAL LABOR:	Welder	MH	\$ 70.00	\$ -
	Unskilled	MH	\$ 40.00	\$ -
	Skilled	MH	\$ 45.00	\$ -
	Operator	MH	\$ 49.00	\$ -
1.B FIELD ENGINEERING:	Foreman	MH	\$ 55.00	\$ -
	Superintendent	MH	\$ 85.00	\$ -
	Project Engineer	MH	\$ 90.00	\$ -
	Project Manager	2 MH	\$ 110.00	\$ 220.00
1.C DAILY GENERAL CONDITIONS	Time Increase	0 DAYS	\$ 550.00	\$ -
OVERHEAD & PROFIT				
SUBTOTAL (1)				\$ 220.00
15%				\$ 33.00
TOTAL (1)				\$ 253.00

2. MATERIALS AND EQUIPMENT	DESCRIPTION	WEEKS	UNIT PRICE	COST
2.A EQUIPMENT:	Crane Truck	wk	\$3,000.00	\$ -
	Excavator - 1 day	wk	\$2,300.00	\$ -
	Loader	wk	\$2,000.00	\$ -
	Core Drill	wk	\$1,000.00	\$ -
	Backhoe	wk	\$1,500.00	\$ -
	Bobcat	wk	\$800.00	\$ -
	Compactor	wk	\$1,150.00	\$ -
NO MARKUP			SUBTOTAL (2)	\$ -
2.B MATERIAL	MATERIAL	UNITS NOTED		
	Home Depot Quote	1 LS	\$5,698.60	\$ 5,698.60
				\$ -
				\$ -
				\$ -
				\$ -
			SUBTOTAL (3)	\$ 5,698.60
2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only)		10%	\$ 569.86
	SALES TAX		6.0%	\$ 341.92
			TOTAL (2+3)	\$ 6,610.38

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
OVERHEAD & PROFIT		SUBTOTAL (4)
		\$ -
		5%
		\$ -
		TOTAL (4)
		\$ -
		TOTAL (1)+(2+3)+(4)
		\$ 6,863.38
		1.2%
		\$ -
Bonds & Insurance		
Permits		
		GRAND TOTAL
		\$ 6,863.38

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Florida Design Contractors, Inc.
Date: _____	Date: _____	Date: _____

	FLORIDA DESIGN CONTRACTORS 1326 S. Killian Drive Lake Park, FL 33403 Civil & Environmental Contractors	COST PROPOSAL NO. : 018																																																																																
PROJECT NAME: <u>Advance Water Treatment Upgrade</u>		DATE: <u>August 27, 2021</u>																																																																																
LOCATION: <u>Zephyrhills, FL</u>		DRAWING NO.: _____																																																																																
OWNER: <u>City of Zephyrhills</u>		SPEC. SECTION: <u>N/A</u>																																																																																
ENGINEER: <u>Jones Edmunds</u>																																																																																		
REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X																																																																																		
DESCRIPTION: <u>The following is a labor credit for omitting the 30in gate valve installation and to provide to the city.</u>																																																																																		
PRICING INFORMATION																																																																																		
1. DIRECT LABOR 1.A GENERAL LABOR: 1.B FIELD ENGINEERING: 1.C DAILY GENERAL CONDITIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SKILL/TRADE</th> <th>MAN-HOURS</th> <th>RATE</th> <th>COST</th> </tr> </thead> <tbody> <tr><td>Welder</td><td></td><td>MH \$ 70.00</td><td>\$ -</td></tr> <tr><td>Unskilled</td><td></td><td>MH \$ 40.00</td><td>\$ -</td></tr> <tr><td>Skilled</td><td>(6)</td><td>MH \$ 45.00</td><td>\$ (270.00)</td></tr> <tr><td>Operator</td><td>(3)</td><td>MH \$ 49.00</td><td>\$ (147.00)</td></tr> <tr><td>Foreman</td><td></td><td>MH \$ 55.00</td><td>\$ -</td></tr> <tr><td>Superintendent</td><td></td><td>MH \$ 85.00</td><td>\$ -</td></tr> <tr><td>Project Engineer</td><td></td><td>MH \$ 90.00</td><td>\$ -</td></tr> <tr><td>Project Manager</td><td></td><td>MH \$ 110.00</td><td>\$ -</td></tr> <tr><td>Time Increase</td><td>0</td><td>DAYS \$ 550.00</td><td>\$ -</td></tr> <tr> <td colspan="3" style="text-align: right;">SUBTOTAL (1)</td> <td>\$ (417.00)</td> </tr> <tr> <td colspan="3" style="text-align: right;">15%</td> <td>\$ (62.55)</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL (1)</td> <td>\$ (479.55)</td> </tr> </tbody> </table>	SKILL/TRADE	MAN-HOURS	RATE	COST	Welder		MH \$ 70.00	\$ -	Unskilled		MH \$ 40.00	\$ -	Skilled	(6)	MH \$ 45.00	\$ (270.00)	Operator	(3)	MH \$ 49.00	\$ (147.00)	Foreman		MH \$ 55.00	\$ -	Superintendent		MH \$ 85.00	\$ -	Project Engineer		MH \$ 90.00	\$ -	Project Manager		MH \$ 110.00	\$ -	Time Increase	0	DAYS \$ 550.00	\$ -	SUBTOTAL (1)			\$ (417.00)	15%			\$ (62.55)	TOTAL (1)			\$ (479.55)																													
SKILL/TRADE	MAN-HOURS	RATE	COST																																																																															
Welder		MH \$ 70.00	\$ -																																																																															
Unskilled		MH \$ 40.00	\$ -																																																																															
Skilled	(6)	MH \$ 45.00	\$ (270.00)																																																																															
Operator	(3)	MH \$ 49.00	\$ (147.00)																																																																															
Foreman		MH \$ 55.00	\$ -																																																																															
Superintendent		MH \$ 85.00	\$ -																																																																															
Project Engineer		MH \$ 90.00	\$ -																																																																															
Project Manager		MH \$ 110.00	\$ -																																																																															
Time Increase	0	DAYS \$ 550.00	\$ -																																																																															
SUBTOTAL (1)			\$ (417.00)																																																																															
15%			\$ (62.55)																																																																															
TOTAL (1)			\$ (479.55)																																																																															
2. MATERIALS AND EQUIPMENT 2.A EQUIPMENT: 2.B MATERIAL 2.C DIRECT COSTS:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>WEEKS</th> <th>UNIT PRICE</th> <th>COST</th> </tr> </thead> <tbody> <tr><td>Crane Truck</td><td>wk</td><td>\$3,000.00</td><td>\$ -</td></tr> <tr><td>Excavator</td><td>wk</td><td>\$2,300.00</td><td>\$ -</td></tr> <tr><td>Loader</td><td>wk</td><td>\$2,000.00</td><td>\$ -</td></tr> <tr><td>Core Drill</td><td>wk</td><td>\$1,000.00</td><td>\$ -</td></tr> <tr><td>Backhoe</td><td>wk</td><td>\$1,500.00</td><td>\$ -</td></tr> <tr><td>Bobcat</td><td>wk</td><td>\$800.00</td><td>\$ -</td></tr> <tr><td>Compactor</td><td>wk</td><td>\$1,150.00</td><td>\$ -</td></tr> <tr> <td colspan="3" style="text-align: right;">SUBTOTAL (2)</td> <td>\$ -</td> </tr> <tr> <td colspan="2" style="text-align: center;">MATERIAL</td> <td style="text-align: center;">UNITS NOTED</td> <td></td> </tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr><td> </td><td></td><td></td><td>\$ -</td></tr> <tr> <td colspan="3" style="text-align: right;">SUBTOTAL (3)</td> <td>\$ -</td> </tr> <tr> <td colspan="3" style="text-align: right;">10%</td> <td>\$ -</td> </tr> <tr> <td colspan="3" style="text-align: right;">6.0%</td> <td>\$ -</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL (2+3)</td> <td>\$ -</td> </tr> </tbody> </table>	DESCRIPTION	WEEKS	UNIT PRICE	COST	Crane Truck	wk	\$3,000.00	\$ -	Excavator	wk	\$2,300.00	\$ -	Loader	wk	\$2,000.00	\$ -	Core Drill	wk	\$1,000.00	\$ -	Backhoe	wk	\$1,500.00	\$ -	Bobcat	wk	\$800.00	\$ -	Compactor	wk	\$1,150.00	\$ -	SUBTOTAL (2)			\$ -	MATERIAL		UNITS NOTED					\$ -				\$ -				\$ -				\$ -				\$ -				\$ -	SUBTOTAL (3)			\$ -	10%			\$ -	6.0%			\$ -	TOTAL (2+3)			\$ -	
DESCRIPTION	WEEKS	UNIT PRICE	COST																																																																															
Crane Truck	wk	\$3,000.00	\$ -																																																																															
Excavator	wk	\$2,300.00	\$ -																																																																															
Loader	wk	\$2,000.00	\$ -																																																																															
Core Drill	wk	\$1,000.00	\$ -																																																																															
Backhoe	wk	\$1,500.00	\$ -																																																																															
Bobcat	wk	\$800.00	\$ -																																																																															
Compactor	wk	\$1,150.00	\$ -																																																																															
SUBTOTAL (2)			\$ -																																																																															
MATERIAL		UNITS NOTED																																																																																
			\$ -																																																																															
			\$ -																																																																															
			\$ -																																																																															
			\$ -																																																																															
			\$ -																																																																															
			\$ -																																																																															
SUBTOTAL (3)			\$ -																																																																															
10%			\$ -																																																																															
6.0%			\$ -																																																																															
TOTAL (2+3)			\$ -																																																																															
3. SUBCONTRACTORS		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION OF WORK</th> <th>COST</th> </tr> </thead> <tbody> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td colspan="2" style="text-align: right;">SUBTOTAL (4)</td> <td>\$ -</td> </tr> <tr> <td colspan="2" style="text-align: right;">5%</td> <td>\$ -</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL (4)</td> <td>\$ -</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL (1)+(2+3)+(4)</td> <td>\$ (479.55)</td> </tr> <tr> <td colspan="2" style="text-align: right;">1.2%</td> <td>\$ -</td> </tr> <tr> <td colspan="2" style="text-align: right;">GRAND TOTAL</td> <td>\$ (479.55)</td> </tr> </tbody> </table>	DESCRIPTION OF WORK	COST													SUBTOTAL (4)		\$ -	5%		\$ -	TOTAL (4)		\$ -	TOTAL (1)+(2+3)+(4)		\$ (479.55)	1.2%		\$ -	GRAND TOTAL		\$ (479.55)																																																
DESCRIPTION OF WORK	COST																																																																																	
SUBTOTAL (4)		\$ -																																																																																
5%		\$ -																																																																																
TOTAL (4)		\$ -																																																																																
TOTAL (1)+(2+3)+(4)		\$ (479.55)																																																																																
1.2%		\$ -																																																																																
GRAND TOTAL		\$ (479.55)																																																																																
OVERHEAD & PROFIT Bonds & Insurance Permits																																																																																		

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Florida Design Contractors, Inc.
Date: _____	Date: _____	Date: _____



Material Invoice



MCDADE WATERWORKS INC
PO BOX 16039
TAMPA, FL 33687-6039

INVOICE

Invoice Number: **103976**
Invoice Date: Nov 3, 2020
Page: 1

Voice: (813) 740-1144
Fax: (813) 627-9387

Bill To:
FLORIDA DESIGN CONTRACTORS INC 1326 SOUTH KILLIAN DR. LAKE PARK, FL 33403

Ship to:
FLORIDA DESIGN CONTRACTORS @ ZEPHYRHILLS WWTF AWT UPGRADE 39825 ALSTON AVE ZEPHYRHILLS, FL 33542 JOB# 1490

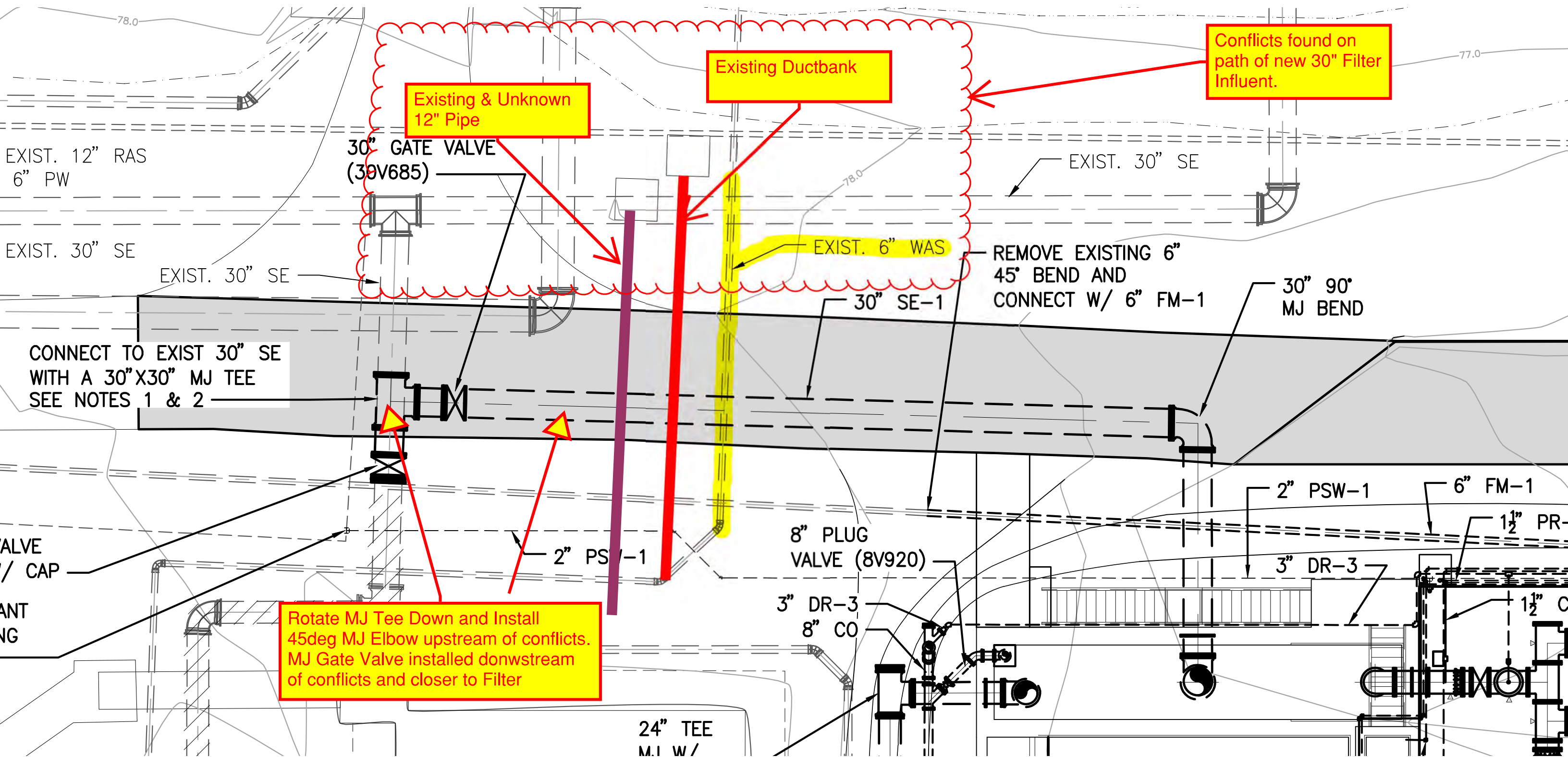
Customer ID	Customer PO	Payment Terms	
FLORIDA DESIGN	1490-09	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
LOGAN	MCD-TYLER-CUSTOM-PPA	11/3/20	12/3/20

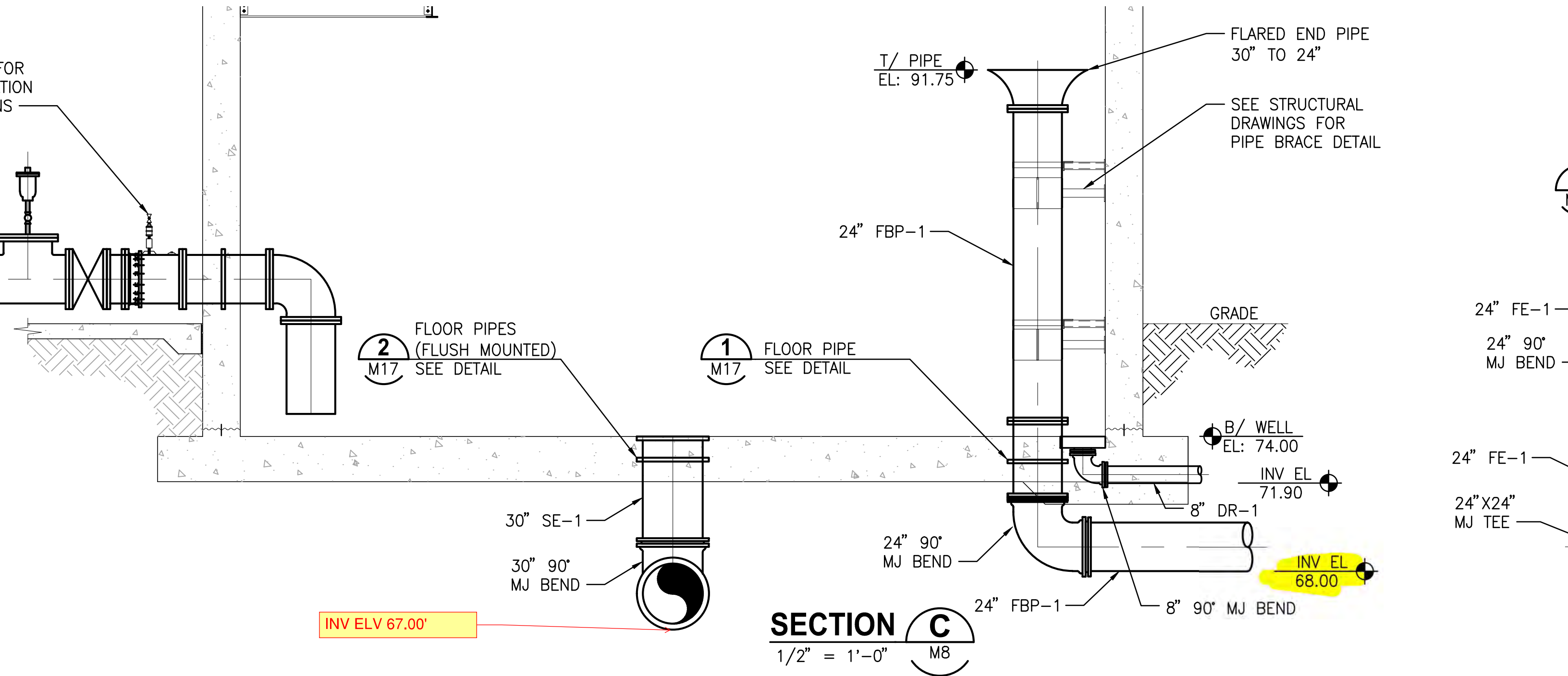
Quantity	Item	Description	Backorder Qty	Unit Price	Amount
1.00	DCMJ4530	30" MJ C153, 45 C/L, L/ACCYS, DOMESTIC		4,173.10	4,173.10
2.00	1130S	30" MEGALUG FOR DIP W/ EBBA SEAL GASKET		762.75	1,525.50
1.00		4"-1'-00" PE X PE DIP (C/L, BC)		42.57	42.57
1.00		8"-10'-00" PE X PE DIP (C/L, BC)		558.57	558.57
40.00	TB60	1" X 6" T- HEAD BOLT & NUT-NC			

Subtotal	6,299.74
Sales Tax	377.98
Freight	178.40
Total Invoice Amount	6,856.12
Payment/Credit Applied	
TOTAL	6,856.12



Marked-Up Drawings





DESIGNED	AHOLMES
DRAWN	JKRAMER

JonesEdmunds

CERTIFICATE OF AUTHORIZATION #1841

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE**

PROPOSED CONTRACT MODIFICATION (PCM) No. 15

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 8/16/21

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): M-3

DESCRIPTION OF MODIFICATION:

- 1) FDC shall provide a proposal for furnishing and installing an additional 30-inch 45 Deg DIP Fitting to accommodate the necessary vertical offset to tie-in to the existing 30 inch SE DIP pipe from the Clarifiers.
- 2) Please also show a separate labor credit for omitting the 30-inch gate valve installation and provide the purchased 30 inch gate valve to the City.

REASON FOR MODIFICATION: Found existing elevation of 30 inch UG SE piping requires adjustment with a new 30" bend and roll the new 30" Tee to align. Indicate on As-Built Drawings.

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by N/A

xc:

SIGNATURE: _____





- NOTES:**
1. CONTRACTOR SHALL CUT (AS NECESSARY) AND PLUG EXISTING PIPE WITH NON-SHRINK GROUT AFTER A SUCCESSFUL START-UP AND TESTING OF THE NEW CONSTRUCTION.
 2. CONTRACTOR SHALL INSTALL A CAP ON THE TEE PIPE AFTER A SUCCESSFUL START-UP AND TESTING OF THE NEW CONSTRUCTION.
 3. SLOPE DRAINAGE PIPE A MINIMUM OF 0.4% TO DRAIN.
 4. CONTRACTOR TO MAKE CONNECTIONS TO EXISTING SYSTEM IN ACCORDANCE WITH SPECIFICATIONS.

APPROVED BY	PROJECT NO: 26110-025-01	DATE: OCT. 2019
ANTHONY R. HOLMES	INDEX NO:	DWG NO:
P.E. #70809		M3

ATTACHMENT H

PCM NO. 16 – OMIT DUCT BANK CROSSING AT MCC 1

PROPOSED CONTRACT MODIFICATION (PCM) No. 16

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 08/16/21

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): E-6

DESCRIPTION OF MODIFICATION: FDC shall provide a credit deduct for the omitted duct bank replacement and omitted roadway restorations as originally shown on Sheet E-6, from the Existing MCC Bldg southward to Oxidation Ditch 01. Please see attached proposed credit of \$17,364.00 previously posted by FDC and BLSmith.

REASON FOR MODIFICATION: Found existing conduits, conductors, and spares intact with no apparent obstructions or voids.

WORK DIRECTIVE:

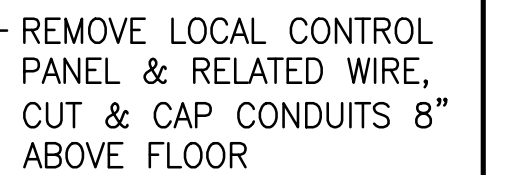
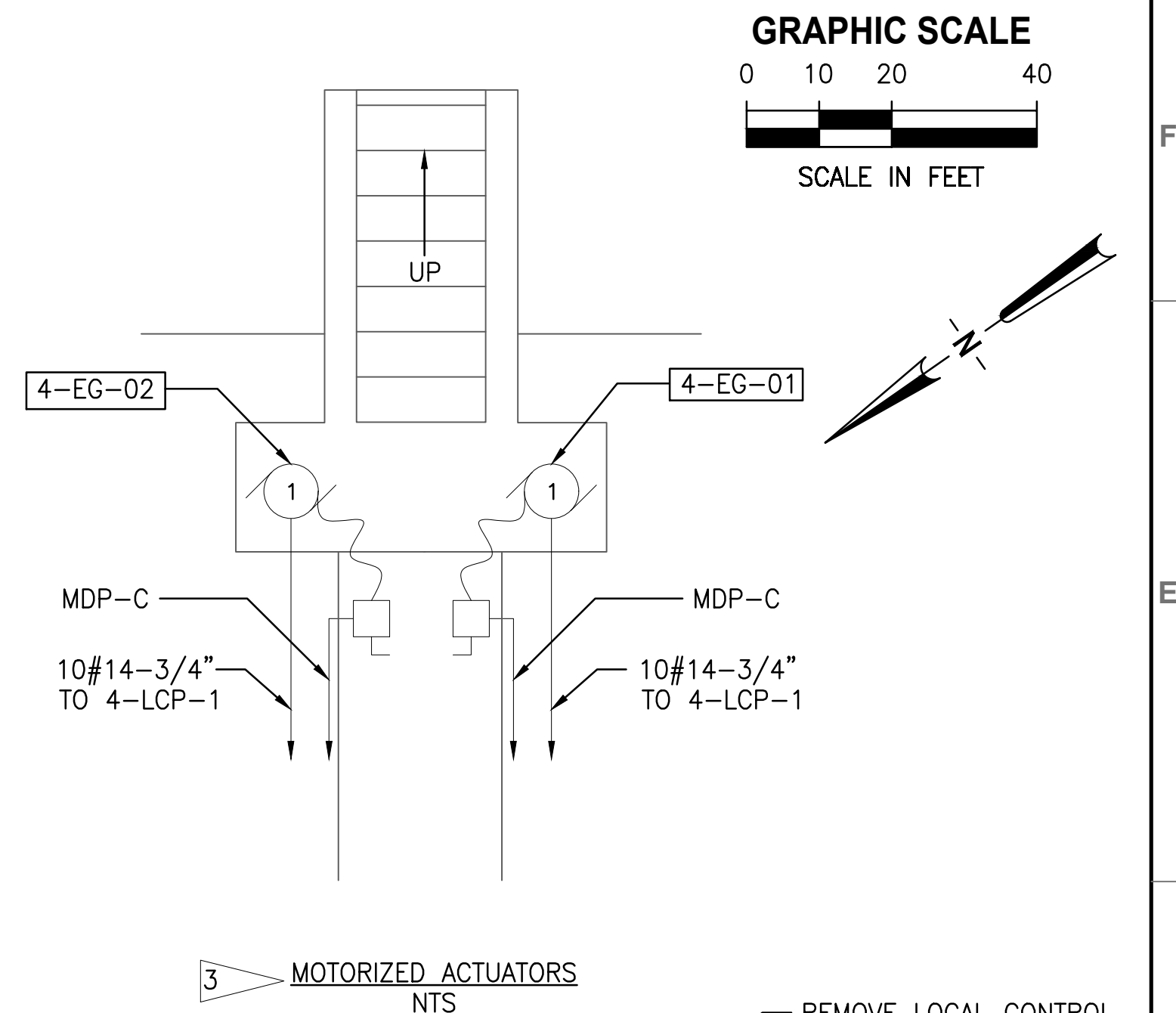
- ☐ Proceed with the work immediately.
- ☐ Do not proceed with the work until a change order is issued.

Your response is requested by N/A

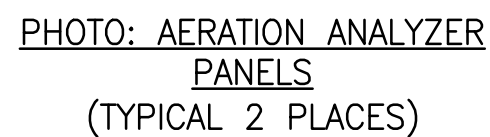
xc:

SIGNATURE:





- EXISTING ANALYZER PANELS
CONDUIT TO BE REUSED



BID DOCUMENTS

- SECTION B-B



Wednesday, October 14, 2020

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 07 - Oxidation Ditch Existing Raceways

Dear Mr. Fruecht:

Florida Design Contractors has developed a credit proposal associated to a Value Engineering approach by our electrical subcontractor, BL Smith Electric, to use existing spare raceways between Oxidation Ditch No. 1 and the Main Electrical Building. As a result, Ductbank B-B, 2ea Concrete Pull Boxes and aluminum conduits will not be needed.

The above referenced credit proposal for the amount of (\$17,364.00) includes furnishing all necessary labor, materials, tools, equipment, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Jamie Clement (FDC)

Enclosed: Proposal Summary, PCM-06 and GPR Invoice

**FLORIDA DESIGN CONTRACTORS**

1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental Contractors

NO.: COST PROPOSAL
007

PROJECT NAME: *Advance Water Treatment Upgrade*
LOCATION: *Zephyrhills, FL*
OWNER: *City of Zephyrhills*
ENGINEER: *Jones Edmunds*

DATE: *October 14, 2020*
DRAWING NO.: *E6*
SPEC. SECTION: *N/A*

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: **X**

DESCRIPTION: *Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is a Value Engineering approach by our electrical subcontractor, BL Smith, to use existing spare raceways between Oxidation Ditch No. 1 and the Electrical Building. As a result, Ductbank B-B, 2ea Concrete Pull Boxes and aluminum conduits will not be needed.*

Notes:
N/A.

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST
1. DIRECT LABOR	Welder	MH	\$ 70.00	\$ -
	Unskilled	MH	\$ 40.00	\$ -
	Skilled	MH	\$ 45.00	\$ -
	Operator	MH	\$ 49.00	\$ -
	Foreman	MH	\$ 55.00	\$ -
	Superintendent	MH	\$ 85.00	\$ -
	Project Engineer	MH	\$ 90.00	\$ -
	Project Manager	2 MH	\$ 110.00	\$ 220.00
	Time Increase	0 DAYS	\$ 550.00	\$ -
	SUBTOTAL (1)			\$ 220.00
1.A GENERAL LABOR:			15%	\$ 33.00
1.B FIELD ENGINEERING:			TOTAL (1)	\$ 253.00
1.C DAILY GENERAL CONDITIONS				
OVERHEAD & PROFIT				

	DESCRIPTION	WEEKS	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT	Crane Truck	wk	\$3,000.00	\$ -
	Excavator - 1 day	wk	\$2,300.00	\$ -
	Loader	wk	\$2,000.00	\$ -
	Core Drill	wk	\$1,000.00	\$ -
	Backhoe	wk	\$1,500.00	\$ -
	Bobcat	wk	\$800.00	\$ -
	Compactor	wk	\$1,150.00	\$ -
	NO MARKUP		SUBTOTAL (2)	\$ -
	MATERIAL	UNITS NOTED		
				\$ -
2.B MATERIAL				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
2.C DIRECT COSTS:	OVERHEAD & PROFIT (Material Only)		SUBTOTAL (3)	\$ -
	SALES TAX		10%	\$ -
			INCL	\$ -
			TOTAL (2+3)	\$ -

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
BL Smith Electric	VE Option to Remove Ductbank B-B, 2ea Pull Boxes and associated raceways.	\$ (17,617.00)
OVERHEAD & PROFIT		SUBTOTAL (4)
		0%
		TOTAL (4)
		TOTAL (1)+(2+3)+(4)
		0.0%
Bonds & Insurance		
Permits		
GRAND TOTAL		\$ (17,364.00)

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
Date: _____ Date: _____ Date: _____



October 9, 2020

Utilization of Existing Conduits to Ox. Ditch 1

TO: Florida Design Contractors Inc.
RE: Zephyrhills WTF AWT Upgrades

Below is a list of changes that need to be made to meet the requirements of the value engineering proposal:

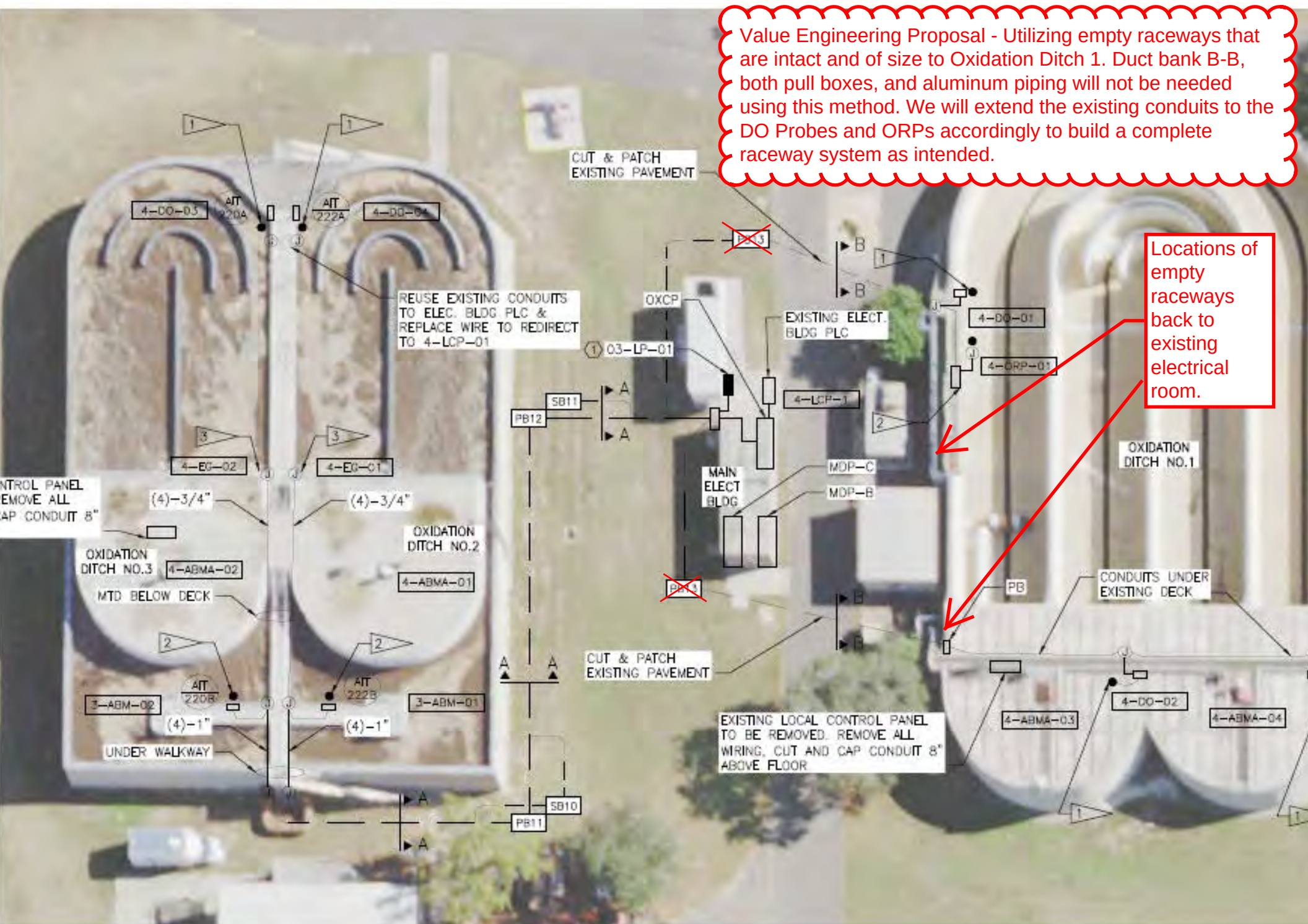
- We have found spare raceways that lead back to the existing electrical buildings from oxidation ditch one that are intact and of size to satisfy the needs of the new instrument installations.
- Using this method, we will no longer need to install duct bank B-B, two concrete pull boxes, and aluminum conduit up the walls of the oxidation ditch.
- We will the extend the existing spare conduits to the proposed locations of the DO probes and ORPs for a complete raceway system.

DEDUCTED FROM CONTRACT: \$17,617.00

Thank you for the opportunity to submit this proposal. This proposal is based on Mon. through Fri. workdays between the hours of 7AM-3:30PM. Any hours beyond the previously stated will incur additional charges.

Cordially,
Brent Smith

**ESTIMATOR/PROJECT
MANAGER** Office: 863-439-7401
Direct: 863-271-0557
Mobile: 863-604-7672
Email: Brent@BLSmithElectric.com
License # 0000124



Value Engineering Proposal - Utilizing empty raceways that are intact and of size to Oxidation Ditch 1. Duct bank B-B, both pull boxes, and aluminum piping will not be needed using this method. We will extend the existing conduits to the DO Probes and ORPs accordingly to build a complete raceway system as intended.

Locations of empty raceways back to existing electrical room.

Bid Summary Report

Zephyrhills Existing Conduit Utilization Deduct Estimator: Brent Smith

Job #2163

Job Name: Zephyrhills Existing Conduit Utilization Deduct

Contractor:

Estimator: Brent Smith

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Page E-6 B-B Deduct	(\$5,818.30)	100.00%	(\$5,818.30)	-119.29	100.00%	-119.29

Top Sheet

Raw Cost	(\$16,774.38)	Sales per Month	\$0.00
Tax	(\$842.12)	Return per Month	\$0.00
Raw Cost with Tax	(\$17,616.50)	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	40.00
Price	(\$17,616.50)	Workers per Day	0.00
Bond	\$0.00	Total Hours	-119.29
Sell Price	(\$17,616.50)	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$17,617.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 200.00%	\$35,233.50	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
	100.00%	(119.29)	\$42.00	\$0.00	0.00%	(\$5,010.35)
Project Manager	-1.86%	2.22	\$120.00	\$0.00	0.00%	\$266.27
Totals	98.14%	(117.08)	\$40.52	\$0.00	0.00%	(\$4,744.07)

Mark Ups

Mark Ups	OVERHEAD						PROFIT	
	Total		%	Amount		%	Amount	
Materials	(\$5,818.30)	+	0.00%	(\$5,818.30)	+	0.00%	(\$5,818.30)	
Labor	(\$4,744.07)	+	0.00%	(\$4,744.07)	+	0.00%	(\$4,744.07)	
Supplier Quotes	(\$6,212.00)	+	0.00%	(\$6,212.00)	+	0.00%	(\$6,212.00)	
SubContractors	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Direct Job Expense	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	

Bid Summary Report

Zephyrhills Existing Conduit Utilization Deduct Estimator: Brent Smith

Job #2163

Equipment Rental	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00
Totals	(\$16,774.38)		0.00%	(\$16,774.38)		0.00%	(\$16,774.38)

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	(\$5,818.30)	7.00%	(\$407.28)
Labor	(\$4,744.07)	0.00%	\$0.00
Supplier Quotes	(\$6,212.00)	7.00%	(\$434.84)
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	7.00%	\$0.00
Equipment Rental	\$0.00	7.00%	\$0.00
		Total Tax:	(\$842.12)

Supplier Quotes

Name	Supplier	Tax (7.0%)	Unit Cost	Multiplier	Amount
(2) Concrete Pull Boxes		Yes	(\$6,212.00)	1.00	(\$6,212.00)
			Total:		(\$6,212.00)

Job Name: Zephyrhills Existing Conduit Utilization Deduct

Job Number: 2163

Extension Name: Page E-6 B-B Deduct

Item #	Item Name	Quantity	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Comt				(\$5,818.30)			-119.29		100%	100%
CCode: <none>				(\$60.00)			-0.60		1.03%	0.5%
55,696	ALUM STRUT	-20.00	E	(\$60.00)	3.00	C	-0.60			
CCode: Feeder Rough				(\$2,665.46)			-83.41		45.81%	69.92%
2,536	2 ALUM CONDUIT	-180.00	C	(\$741.95)	17.45	C	-31.41	cf		
2,563	2 ALUM COUPLING	-30.00	C	(\$255.96)	9.00	C	-2.70	cf		
2,577	2 ALUM 90 ELBOW	-12.00	E	(\$474.91)	35.00	C	-4.20	cf		
2,883	2 HUB - MEYERS	-9.00	E	(\$127.09)	35.00	C	-3.15	cf		
4,928	2 PVC 40	-800.00	C	(\$1,026.16)	4.60	C	-36.80	cf		
5,226	2 PVC BELL END	-12.00	C	(\$30.65)	18.80	C	-2.26	cf		
5,240	2 PVC COUPLING	-6.00	C	(\$1.53)	16.10	C	-0.97	cf		
5,262	2 PVC FEMALE ADPT	-12.00	C	(\$7.21)	16.10	C	-1.93	cf		
CCode: Straps				(\$52.74)			-1.08		0.91%	0.91%
55,728	2 SS CHNL STRAP	-18.00	C	(\$52.74)	6.00	C	-1.08	cs		
CCode: Underground/Civil Work				(\$3,000.00)			-32.00		51.56%	26.82%
17,287	36" X 36" X 36" MANHOLE BASE	-2.00	E	(\$3,000.00)	3.40	E	-6.80	mu		
17,368	4'X4'X4' EXCAVATION	-2.00	X	\$0.00	4.20	E	-8.40	mu		
17,378	3' DEEP X 2' WIDE EXCAVATION	-280.00	X	\$0.00	6.00	C	-16.80	mu		
CCode: Lugs/Termination/Ground				(\$40.10)			-2.20		0.69%	1.84%
16,563	5/8" X 10' GRND ROD,CU	-2.00	E	(\$40.10)	1.10	E	-2.20	sl		
				(\$5,818.30)			-119.29			

ATTACHMENT I

PCM NO. 17 – REVISED PNEUMATIC TUBING ROUTING AT FILTER

PROPOSED CONTRACT MODIFICATION (PCM) No. 17

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 8/25/21

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Refer to Attached Markup Drawing.

DESCRIPTION OF MODIFICATION: Contractor shall provide equitable itemized proposal for labor and materials to complete Pneumatic Line routing with 1-1/2" dia. Sched 80 PVC casing.

REASON FOR MODIFICATION: To accommodate dual tubing routing to revised location of Air Actuated Valve.

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: _____



TO FILTER INFLUENT
PUMP STATION

FROM FLOW
METER ASSEMBLY

INFLUENT CHANNEL

PSW HOSE RACK SEE DETAIL (TYP) 

1" SP-1

GRAPHIC SCALE

0 1 2 4 8

SCALE IN FEET

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS OF EACH LOCATION WHERE THIS WEIR IS REQUIRED AS SHOWN IN THE "M" DRAWINGS PRIOR TO WEIR FABRICATION.
2. CONTRACTOR SHALL COORDINATE WITH FILTER MANUFACTURER TO CONFIRM WEIR LENGTHS AND CONCRETE EFFLUENT WALL LENGTHS.
3. SUPPORT SP, CA, AND PSW PIPING TO CONCRETE AND HAND RAILS IN ACCORDANCE WITH SPECIFICATION AND DETAILS.

1" SP-1

- SAMPLE PUMP
SEE ELECTRICAL AND
INSTRUMENTATION DRAWINGS

TO CHLORINE
CONTACT
CHAMBERS

TO ONSITE
LIFT STATION



8" DR-1-

TERTIARY FILTERS PLAN

$$\frac{1}{4}'' = 1'-0''$$

DESIGNED	<u>AHOLMES</u>
DRAWN	<u>JKRAMER</u>
CHECKED	<u>TFRIEDRICH</u>

JonesEdmunds 

CERTIFICATE OF AUTHORIZATION #1841

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

**WASTEWATER TREATMENT FACILITY
ADVANCED WATER TREATMENT UPGRADE
CITY OF ZEPHYRHILLS, FLORIDA**

TERTIARY FILTERS PLAN

APPROVED BY
ANTHONY R. HOLMES
P.E. #70809

PROJECT NO:	DA
26110-025-01	(
INDEX NO:	DW



September 7, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 19 – PCM 17 Revised Tubing Routing

Dear Mr. Fruecht:

Florida Design Contractors has developed a cost proposal in response to Jones Edmunds PCM-17 associated with the revised locations for the tubing routing to the air actuated valves.

The above referenced proposal for the amount of **\$4,636.74** includes furnishing all necessary labor, materials, tools, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Should you have any questions concerning this mater, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, Material Invoices and PCM-17

**FLORIDA DESIGN CONTRACTORS**

1326 S. Killian Drive
Lake Park, FL 33403
Civil & Environmental Contractors

NO. : COST PROPOSAL
017

PROJECT NAME: Advance Water Treatment Upgrade
LOCATION: Zephyrhills, FL DATE: September 7, 2021
OWNER: City of Zephyrhills DRAWING NO.:
ENGINEER: Jones Edmunds SPEC. SECTION:

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: **X**

DESCRIPTION: Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-17 associated with the tubing routing to the revised locations of the air actuated valves.

Notes:

1. Cost included herein is only for actual labor and materials needed.

PRICING INFORMATION**1. DIRECT LABOR**

1.A GENERAL LABOR:

1.B FIELD ENGINEERING:

1.C DAILY GENERAL CONDITIONS

SKILL/TRADE	MAN-HOURS	RATE	COST
Welder		MH \$ 70.00	\$ -
Unskilled		MH \$ 40.00	\$ -
Skilled	40	MH \$ 45.00	\$ 1,800.00
Operator		MH \$ 49.00	\$ -
Foreman		MH \$ 55.00	\$ -
Superintendent	4	MH \$ 85.00	\$ 340.00
Project Engineer		MH \$ 90.00	\$ -
Project Manager	2	MH \$ 110.00	\$ 220.00
Time Increase	0	DAYS \$ 550.00	\$ -
SUBTOTAL (1)			\$ 2,360.00
OVERHEAD & PROFIT			15%
TOTAL (1)			\$ 354.00
			\$ 2,714.00

2. MATERIALS AND EQUIPMENT

2.A EQUIPMENT:

2.B MATERIAL

2.C DIRECT COSTS:

DESCRIPTION	WEEKS	UNIT PRICE	COST
Crane Truck	wk	\$3,000.00	\$ -
Excavator w/ Chipping Hammer	Day	\$986.00	\$ -
Loader	wk	\$2,000.00	\$ -
Core Drill	wk	\$1,000.00	\$ -
Backhoe	wk	\$1,500.00	\$ -
Bobcat	wk	\$800.00	\$ -
Compactor	wk	\$1,150.00	\$ -
NO-MARKUP			SUBTOTAL (2)
			\$ -
MATERIAL	UNITS NOTED		
Harrington Industrial Plastics			\$ 1,505.72
Grainger			\$ 192.24
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL (3)			\$ 1,697.96
OVERHEAD & PROFIT (Material Only)			10%
SALES TAX			INCL
TOTAL (2+3)			\$ 1,867.76

3. SUBCONTRACTORS**DESCRIPTION OF WORK****COST**

SUBTOTAL (4)			\$ -
OVERHEAD & PROFIT			5%
TOTAL (4)			\$ -
TOTAL (1)+(2+3)+(4)			\$ 4,581.76
Bonds & Insurance			1.2%
Permits			\$ -
GRAND TOTAL			\$ 4,636.74

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
Date: _____ Date: _____ Date: _____

Harrington Industrial Plastics
 5251 Powerline Road
 Fort Lauderdale FL 33309
 954-351-0088
 954-351-0300 Fax

Quotation# 04433721
 Written: GLM
 Quote Date 08/31/21
 Expire Date 09/14/21
 Page 1 OF 1

Quotation

075456
 FLORIDA DESIGN CONTRACTORS

 1326 SOUTH KILLIAN DRIVE
 LAKE PARK, FL 33403

Ship To:
 FLORIDA DESIGN CONTRACTORS
 39825 ALSTON AVENUE
 ZEPHYRHILLS AWT
 RAMY WASSEF 561-660-1868
 ZEPHYRHILLS, FL 33542
 RFQ# TUBING CONTAINMENT

Job: TUBING CONTAINMENT

Contact: RAMY

Phone#: 561-845-1233

Fax: 561-848-5992

Ship Via: UPS GROUND

FOB / Delivery ARO: SHIPPING POINT

Frt-Terms: PREPAID & CHARGE

Product/Description	Quantity	Price	U/M	Extension
---------------------	----------	-------	-----	-----------

800-015BE 1-1/2" PIPE B/E PVC SCH80	160	1.88	FT	300.80
--	-----	------	----	--------

806-015SS 1-1/2" 90 ELBOW SWEEP S PVC SCH80	25	6.15	EA	153.75
---	----	------	----	--------

STOCK IN ATLANTA, GA; SHIPS 1
 DAY ARO

W-200-SS-ST-316-10 1-5/8" CHANNEL STRUT 316SS 12 GA SLOTTED	5	155.41	EA	777.05
---	---	--------	----	--------

W-6134 1-1/2" PIPE CLAMP 316SS ASSEMBLED	40	4.39	EA	175.60
--	----	------	----	--------

UNLESS NOTED, ALL STOCK
 IN TAMPA.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
1,407.20	98.52	0.00	1,505.72

Thanks For Thinking Harrington.

Respectfully Gary L. Moses

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.



Quotation

827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

Customer Information

FLORIDA DESIGN CONTRACTORS
1326 S KILLIAN DR
LAKE PARK FL 33403-1919

Billing Information

FLORIDA DESIGN CONTRACTORS
1326 S KILLIAN DR
LAKE PARK FL 33403-1919

Shipping Information

FLORIDA DESIGN CONTRACTORS
1326 S KILLIAN DR
LAKE PARK FL 33403-1919

Information

Grainger Quote Number	2048619876
Validity Start Date	08/31/2021
Validity End Date	09/30/2021
Creation Date	08/31/2021
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	873432991
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	RAMY WASSEF
Telephone Number	5618451233
Page	1

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB ORIGIN
Freight Terms:	Prepaid and Add
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	448L82	Wedge Anchor,3/8" dia.,3" L,PK50 Mfg Brand Name: DEWALT Manufacturer Part No: 07613-PWR Carrier:		1.00	EA	179.66	179.66
Sub Total							179.66
Tax							12.58
Total USD							\$ 192.24

PROPOSED CONTRACT MODIFICATION (PCM) No. 17

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 8/25/21

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Refer to Attached Markup Drawing.

DESCRIPTION OF MODIFICATION: Contractor shall provide equitable itemized proposal for labor and materials to complete Pneumatic Line routing with 1-1/2" dia. Sched 80 PVC casing.

REASON FOR MODIFICATION: To accommodate dual tubing routing to revised location of Air Actuated Valve.

WORK DIRECTIVE:

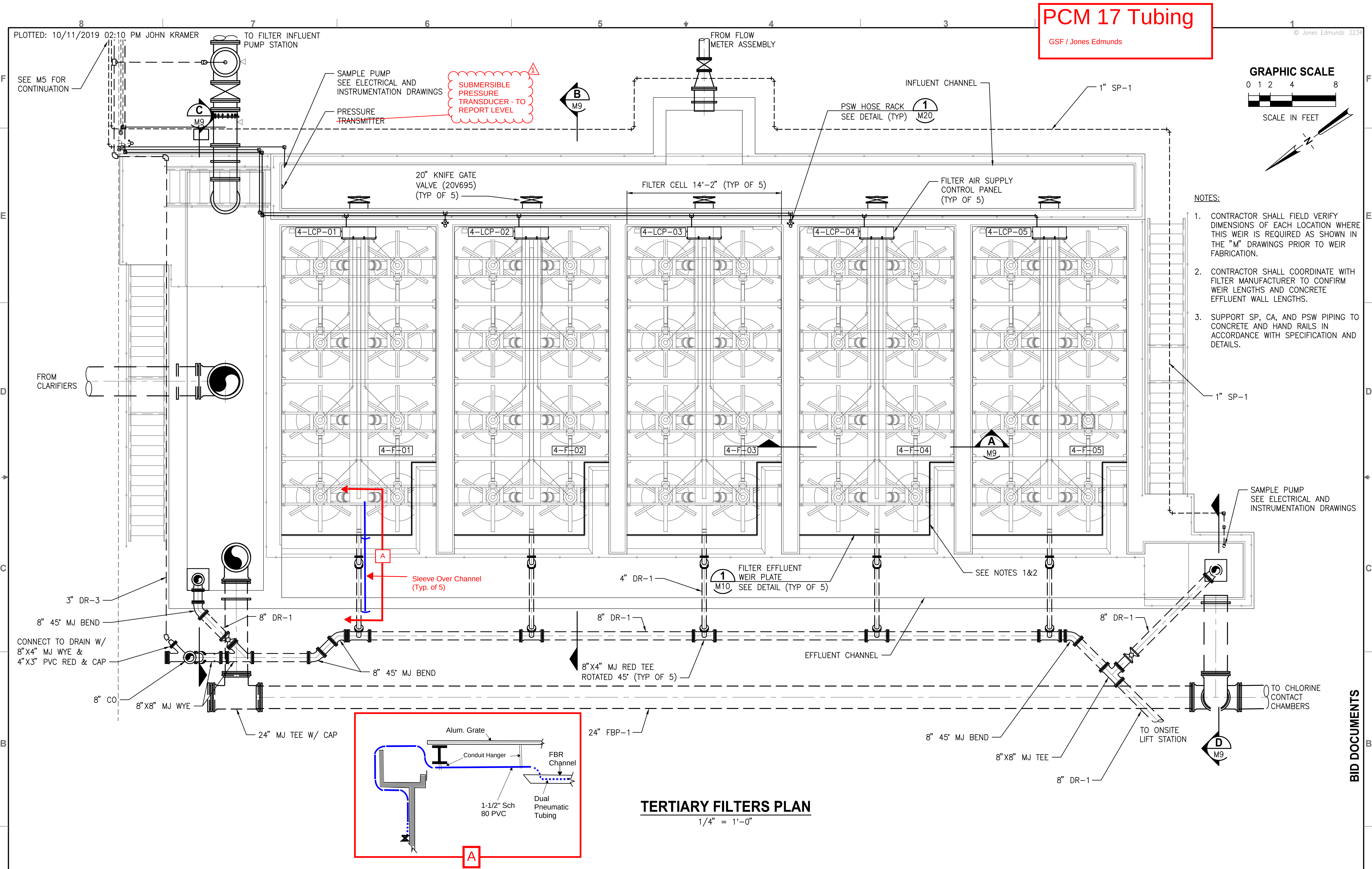
- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE:  _____

SAVED: 10/11/2019 7:46 AM JKRAMER Y:\26110-CITY OF ZEPHYRHILLS\PROJECTS\025-01-WWTP_AWT_UPGRADES\CAD\DWGS\MECH\26110025-M08.DWG



A					DESIGNED	AHOLMES	 CERTIFICATE OF AUTHORIZATION #1841 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821 324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703	WASTEWATER TREATMENT FACILITY ADVANCED WATER TREATMENT UPGRADE CITY OF ZEPHYRHILLS, FLORIDA	TERTIARY FILTERS PLAN	APPROVED BY ANTHONY R. HOLMES P.E. #70809	PROJECT NO:	DATE:	A
					DRAWN	JKRAMER					26110-025-01	OCT. 2019	
											INDEX NO:	DWG NO:	
												M8	
	LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED					TFRIEDRICH		

ATTACHMENT J

PCM NO. 18 – IN-LINE SEDIMENT STRAINER FOR FILTER SAMPLING PUMPS

PROPOSED CONTRACT MODIFICATION (PCM) No. 18

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 091021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): NA – Refer to Attachments

DESCRIPTION OF MODIFICATION: Contractor shall provide proposal to furnish and install In-Line Sediment Strainer on Sample Pump Intakes. Attached are Wye or Basket Type examples. Selected model must accommodate a 20 Mesh Strainer Filter screen or Size with openings to prohibit 1/8th or greater particulate from passing.

REASON FOR MODIFICATION: To capture misc. plastic or suspended hard non-organic particulate from being processed downstream to Sample analyzer.

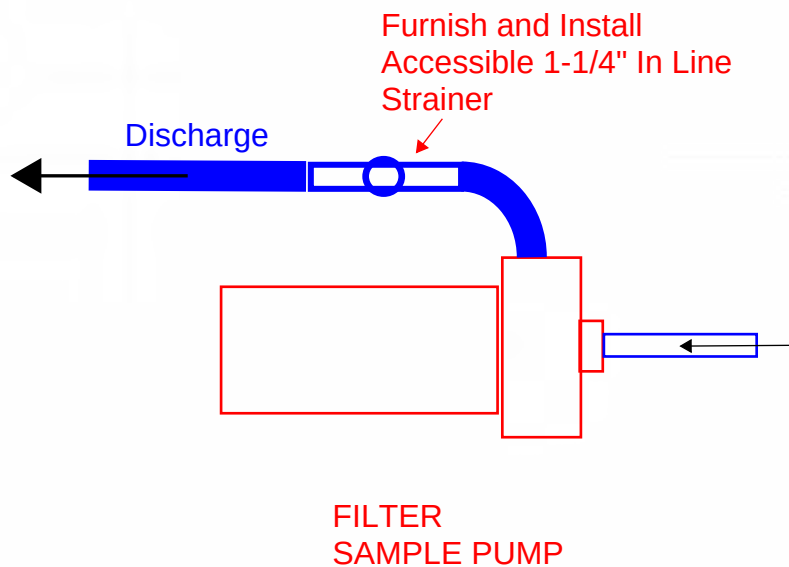
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: 



PLAN VIEW



September 28, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 20 - PCM 18 Inline Sediment Strainer for Sample Pumps

Dear Mr. Fruecht:

Florida Design Contractors has developed a cost proposal in response to Jones Edmunds PCM-18 associated with furnishing and installing inline sediment strainers on sample pump intakes to capture the suspended particulates from being processed downstream of the sample analyzer.

The above referenced proposal for the amount of **\$1,717.76** includes furnishing all necessary labor, materials, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. Please note that we have estimated the work duration to be One (1) working day. At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the Owner, so we may proceed with the work.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, Material Invoice and PCM-18

PROJECT NAME:	Advance Water Treatment Upgrade	
LOCATION:	Zephyrhills, FL	DATE: September 28, 2021
OWNER:	City of Zephyrhills	DRAWING NO.:
ENGINEER:	Jones Edmunds	SPEC. SECTION:

REFERENCE:	TIME & MATERIAL:	REQUEST FOR PROPOSAL:	X
------------	------------------	-----------------------	---

DESCRIPTION:	<u>Furnish all necessary labor, materials, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-18 associated with furnishing and installing inline sediment strainers on sample pump intakes to capture the suspended particulates from being processed downstream to the sample analyzer.</u>
--------------	---

Notes:

1. Cost included herein is only for actual labor and materials needed.

PRICING INFORMATION

		SKILL/TRADE	MAN-HOURS	RATE		COST	
1. DIRECT LABOR		Welder		MH	\$ 70.00	\$ -	
	1.A GENERAL LABOR:	Unskilled		MH	\$ 40.00	\$ -	
		Skilled	8	MH	\$ 45.00	\$ 360.00	
		Operator		MH	\$ 49.00	\$ -	
	1.B FIELD ENGINEERING:	Foreman		MH	\$ 55.00	\$ -	
		Superintendent		MH	\$ 85.00	\$ -	
		Project Engineer		MH	\$ 90.00	\$ -	
	1.C DAILY GENERAL CONDITIONS	Project Manager	2	MH	\$ 110.00	\$ 220.00	
		Time Increase	1	DAYS	\$ 550.00	\$ 550.00	
	OVERHEAD & PROFIT				SUBTOTAL (1)		\$ 1,130.00
					15%		\$ 169.50
					TOTAL (1)		\$ 1,299.50

2. MATERIALS AND EQUIPMENT		DESCRIPTION	WEEKS	UNIT PRICE	COST
2.A EQUIPMENT:	Crane Truck		wk	\$3,000.00	\$ -
	Excavator w/ Chipping Hammer		Day	\$986.00	\$ -
	Loader		wk	\$2,000.00	\$ -
	Core Drill		wk	\$1,000.00	\$ -
	Backhoe		wk	\$1,500.00	\$ -
	Bobcat		wk	\$800.00	\$ -
	Compactor		wk	\$1,150.00	\$ -
	NO MARKUP			SUBTOTAL (2)	\$ -
2.B MATERIAL	MATERIAL	UNITS NOTED			
	Harrington Industrial Plastics				\$ 340.08
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
2.C DIRECT COSTS:			SUBTOTAL (3)	\$	340.08
	OVERHEAD & PROFIT (Material Only)		10%	\$	34.01
	SALES TAX		7.0%	\$	23.81
			TOTAL (2+3)	\$	397.89

3. SUBCONTRACTORS	DESCRIPTION OF WORK	COST
OVERHEAD & PROFIT	SUBTOTAL (4)	\$ -
	5%	\$ -
	TOTAL (4)	\$ -
	TOTAL (1)+(2+3)+(4)	\$ 1,697.39
Bonds & Insurance	1.2%	\$ 20.37
Permits		\$ -
	GRAND TOTAL	\$ 1,717.76

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Florida Design Contractors, Inc.
 Date: _____ Date: _____ Date: _____

Harrington Industrial Plastics
 5251 Powerline Road
 Fort Lauderdale FL 33309
 954-351-0088
 954-351-0300 Fax

Quotation# 04434121
 Written: KAA
 Quote Date 09/28/21
 Expire Date 10/12/21
 Page 1 OF 1

Quotation

075456
 FLORIDA DESIGN CONTRACTORS

Ship To:
 FLORIDA DESIGN CONTRACTORS

1326 SOUTH KILLIAN DRIVE
 LAKE PARK, FL 33403

1326 SOUTH KILLIAN DRIVE
 LAKE PARK, FL 33403

Job:

RFQ#

Contact: RAMY WASSEF

Ship Via: UPS GROUND

Phone#: 561-845-1233

FOB / Delivery ARO: SHIPPING POINT

Fax: 561-848-5992

Frt-Terms: PREPAID & CHARGE

Product/Description	Quantity	Price	U/M	Extension
---------------------	----------	-------	-----	-----------

1257010 1" STRAINER SDMNT TU S/T CLR PVC 20 MESH	4	72.80	EA	291.20
--	---	-------	----	--------

836-012S 1-1/4" ADAPTER MPTxS PVC SCH80	8	3.93	EA	31.44
--	---	------	----	-------

837-168S 1-1/4"x1" BUSHING SPIGxS PVC SCH80	8	2.18	EA	17.44
---	---	------	----	-------

-- STOCK FLORIDA

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
340.08	0.00	0.00	340.08

Thanks For Thinking Harrington.

Respectfully Kevin A. Abercrombie

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

PROPOSED CONTRACT MODIFICATION (PCM) No. 18

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 091021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): NA – Refer to Attachments

DESCRIPTION OF MODIFICATION: Contractor shall provide proposal to furnish and install In-Line Sediment Strainer on Sample Pump Intakes. Attached are Wye or Basket Type examples. Selected model must accommodate a 20 Mesh Strainer Filter screen or Size with openings to prohibit 1/8th or greater particulate from passing.

REASON FOR MODIFICATION: To capture misc. plastic or suspended hard non-organic particulate from being processed downstream to Sample analyzer.

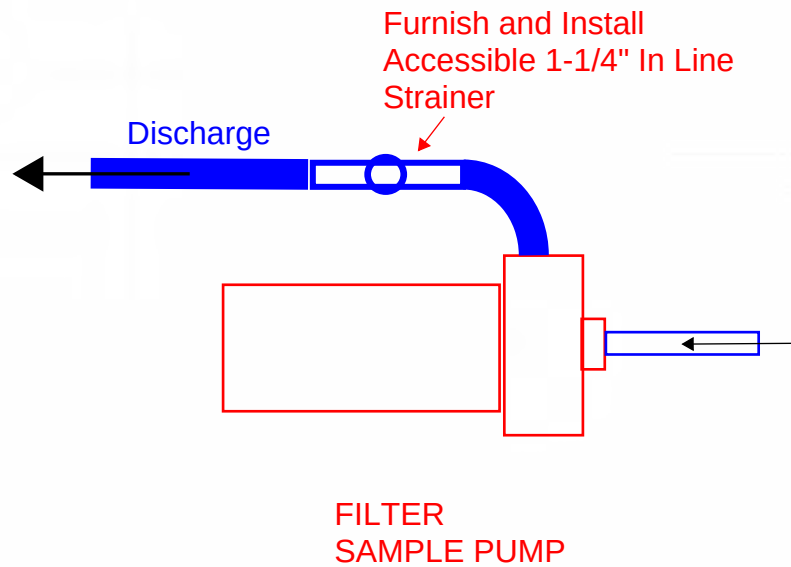
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: 



PLAN VIEW

ATTACHMENT K

PCM NO. 19 – REVISED SIDEWALK/STAIRS AT AIR COMPRESSOR BUILDING

PROPOSED CONTRACT MODIFICATION (PCM) No. 19

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 091021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): NA – Refer to Attachments

DESCRIPTION OF MODIFICATION: Contractor shall provide proposal to furnish and install a Sidewalk w/ integrated Staircase and handrail for egress at the Double Doors on the North side of the Compressor Building.

REASON FOR MODIFICATION: To accommodate suitable slope and egress to new grade and pavement elevations.

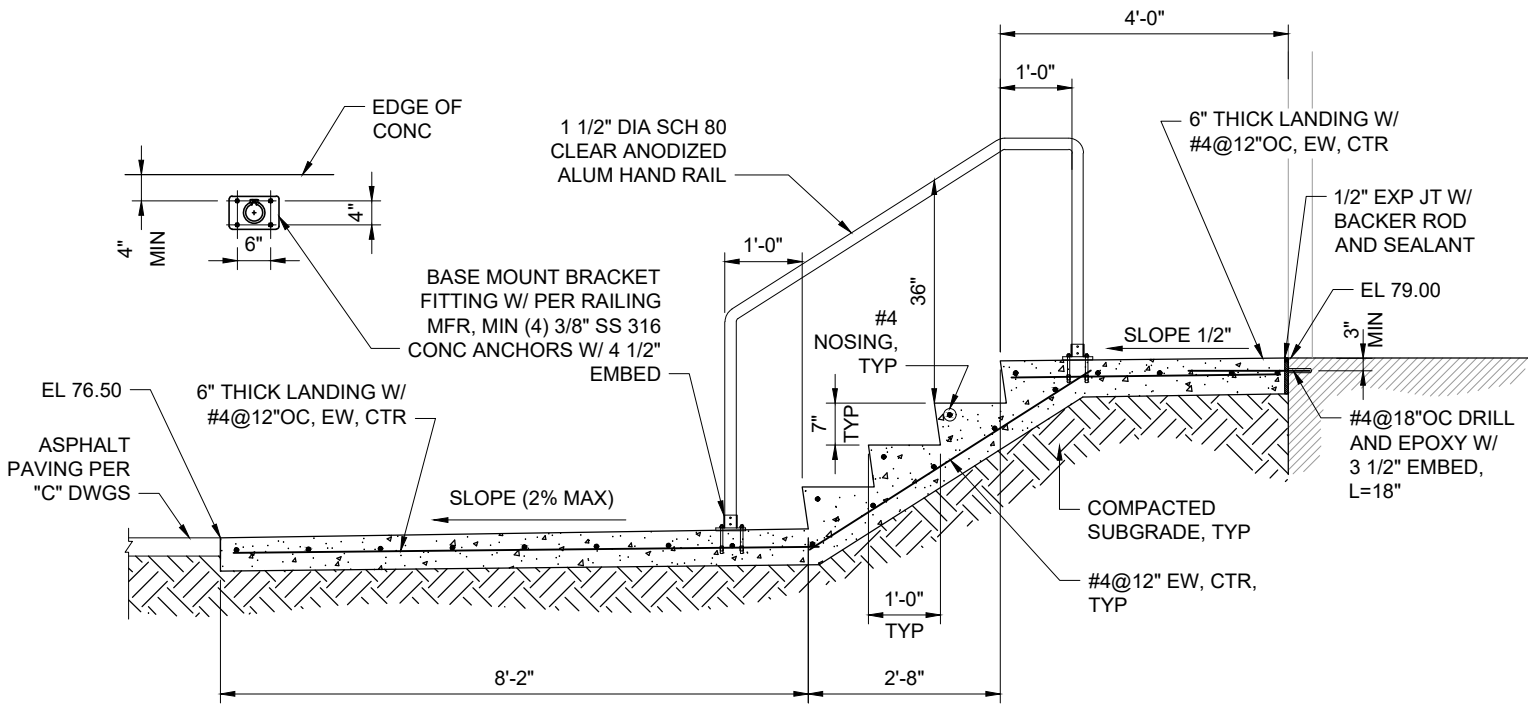
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: 



AIR COMPRESSOR BUILDING CONCRETE STEPS

DETAIL

NTS

A

Embed Alum Treads not required. Bullnose end of Treads can be embossed into wet concrete for anti slip function.

~~ALUM SAFETY TREADS W/ ABRASIVE WEARING SURFACE 4" WIDE X 6" SHORTER THAN STAIR~~

RISE, 7" MAX

1/2" R (MAX), TYP

4" MIN

ALUM WING ANCHORS OR APPROVED EQUAL

Paint ALL Stair Edge Risers 2" Stripe of Safety Yellow

#4 BAR

TYPICAL CONCRETE STEP

DETAIL

NTS

B



September 29, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Cost Proposal No. 21 - PCM 19 Revised Sidewalk/Stairs at Compressor Building

Dear Mr. Fruecht:

Florida Design Contractors has developed a cost proposal in response to Jones Edmunds PCM-19 associated with the revised sidewalk with integrated staircase and handrails on the North side of the Compressor Building.

The above referenced proposal for the amount of **\$8,730.98** includes furnishing all necessary labor, materials, tools, and supervision required for the items of work shown in the FDC Proposal Summary attached herein.

We have attached a detailed Proposal Summary to further define our scope of work. Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary and are specifically excluded from this proposal.

Please be advised that the work outlined in this proposal is a change to the original contractual scope of work. Please note that we have estimated the work duration to be Three (3) working days. At this time, you are requested to issue a Construction Directive, or recommend issuance of a Change Authorization from the Owner, so we may proceed with the work.

Should you have any questions concerning this matter, please feel free to contact me at my office.

Sincerely,

Orlando Rivera
Sr. Project Manager
Florida Design Contractors, Inc.

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck, Ramy Wassef (FDC)

Enclosed: Proposal Summary, Labor Projection, Material Invoices and PCM-19

	FLORIDA DESIGN CONTRACTORS 1326 S. Killian Drive Lake Park, FL 33403 <i>Civil & Environmental Contractors</i>	COST PROPOSAL NO. : 021																																																																																				
PROJECT NAME: <u>Advance Water Treatment Upgrade</u>																																																																																						
LOCATION: <u>Zephyrhills, FL</u>		DATE: <u>September 29, 2021</u>																																																																																				
OWNER: <u>City of Zephyrhills</u>		DRAWING NO.:																																																																																				
ENGINEER: <u>Jones Edmunds</u>		SPEC. SECTION:																																																																																				
REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X																																																																																						
DESCRIPTION: <u>Furnish all necessary labor, materials, tools, equipment, and supervision required for the scope described herein. The following proposal is in response to Jones Edmunds PCM-19 associated with the revised sidewalk with integrated staircase and handrails on the North side of the Compressor Building.</u>																																																																																						
Notes: 1. Cost included herein is only for actual labor and materials needed. 2. Labor included herein consists of finish grading per PCM, form work & rebar installation, concrete pour, paining, and handrail installation.																																																																																						
PRICING INFORMATION																																																																																						
1. DIRECT LABOR 1.A GENERAL LABOR: 1.B FIELD ENGINEERING: 1.C DAILY GENERAL CONDITIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SKILL/TRADE</th> <th>MAN-HOURS</th> <th>RATE</th> <th>COST</th> </tr> </thead> <tbody> <tr><td>Welder</td><td></td><td>MH \$ 70.00</td><td>\$ -</td></tr> <tr><td>Unskilled</td><td>24</td><td>MH \$ 40.00</td><td>\$ 960.00</td></tr> <tr><td>Skilled</td><td>24</td><td>MH \$ 45.00</td><td>\$ 1,080.00</td></tr> <tr><td>Operator</td><td></td><td>MH \$ 49.00</td><td>\$ -</td></tr> <tr><td>Foreman</td><td>24</td><td>MH \$ 55.00</td><td>\$ 1,320.00</td></tr> <tr><td>Superintendent</td><td>4</td><td>MH \$ 85.00</td><td>\$ 340.00</td></tr> <tr><td>Project Engineer</td><td></td><td>MH \$ 90.00</td><td>\$ -</td></tr> <tr><td>Project Manager</td><td>2</td><td>MH \$ 110.00</td><td>\$ 220.00</td></tr> <tr><td>Time Increase</td><td>3</td><td>DAYS \$ 550.00</td><td>\$ 1,650.00</td></tr> <tr> <td colspan="3" style="text-align: right;">SUBTOTAL (1)</td> <td>\$ 5,570.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">OVERHEAD & PROFIT</td> <td>15%</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL (1)</td> <td>\$ 6,405.50</td> </tr> </tbody> </table>	SKILL/TRADE	MAN-HOURS	RATE	COST	Welder		MH \$ 70.00	\$ -	Unskilled	24	MH \$ 40.00	\$ 960.00	Skilled	24	MH \$ 45.00	\$ 1,080.00	Operator		MH \$ 49.00	\$ -	Foreman	24	MH \$ 55.00	\$ 1,320.00	Superintendent	4	MH \$ 85.00	\$ 340.00	Project Engineer		MH \$ 90.00	\$ -	Project Manager	2	MH \$ 110.00	\$ 220.00	Time Increase	3	DAYS \$ 550.00	\$ 1,650.00	SUBTOTAL (1)			\$ 5,570.00	OVERHEAD & PROFIT			15%	TOTAL (1)			\$ 6,405.50																																	
SKILL/TRADE	MAN-HOURS	RATE	COST																																																																																			
Welder		MH \$ 70.00	\$ -																																																																																			
Unskilled	24	MH \$ 40.00	\$ 960.00																																																																																			
Skilled	24	MH \$ 45.00	\$ 1,080.00																																																																																			
Operator		MH \$ 49.00	\$ -																																																																																			
Foreman	24	MH \$ 55.00	\$ 1,320.00																																																																																			
Superintendent	4	MH \$ 85.00	\$ 340.00																																																																																			
Project Engineer		MH \$ 90.00	\$ -																																																																																			
Project Manager	2	MH \$ 110.00	\$ 220.00																																																																																			
Time Increase	3	DAYS \$ 550.00	\$ 1,650.00																																																																																			
SUBTOTAL (1)			\$ 5,570.00																																																																																			
OVERHEAD & PROFIT			15%																																																																																			
TOTAL (1)			\$ 6,405.50																																																																																			
2. MATERIALS AND EQUIPMENT 2.A EQUIPMENT: 2.B MATERIAL 2.C DIRECT COSTS:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>WEEKS</th> <th>UNIT PRICE</th> <th>COST</th> </tr> </thead> <tbody> <tr><td>Crane Truck</td><td>wk</td><td>\$3,000.00</td><td>\$ -</td></tr> <tr><td>Excavator w/ Chipping Hammer</td><td>Day</td><td>\$986.00</td><td>\$ -</td></tr> <tr><td>Loader</td><td>wk</td><td>\$2,000.00</td><td>\$ -</td></tr> <tr><td>Core Drill</td><td>wk</td><td>\$1,000.00</td><td>\$ -</td></tr> <tr><td>Backhoe</td><td>wk</td><td>\$1,500.00</td><td>\$ -</td></tr> <tr><td>Bobcat</td><td>wk</td><td>\$800.00</td><td>\$ -</td></tr> <tr><td>Compactor</td><td>wk</td><td>\$1,150.00</td><td>\$ -</td></tr> <tr> <td colspan="2" style="text-align: right;">NO MARKUP</td> <td>SUBTOTAL (2)</td> <td>\$ -</td> </tr> <tr> <td style="text-align: center;">MATERIAL</td> <td style="text-align: center;">UNITS NOTED</td> <td></td> <td></td> </tr> <tr><td>T3 Custom Fab (Handrails)</td><td></td><td></td><td>\$ 1,050.00</td></tr> <tr><td>Construction Materials (Rebar)</td><td></td><td></td><td>\$ 466.95</td></tr> <tr><td>Sherwin Williams (Safety Yellow)</td><td></td><td></td><td>\$ 232.15</td></tr> <tr><td>CEMEX: Concrete Adder Minus Original Pour (Delta = 1 Cu Yd)</td><td></td><td></td><td>\$ 150.00</td></tr> <tr><td></td><td></td><td></td><td>\$ -</td></tr> <tr><td></td><td></td><td></td><td>\$ -</td></tr> <tr><td></td><td></td><td></td><td>\$ -</td></tr> <tr> <td colspan="2" style="text-align: right;">SUBTOTAL (3)</td> <td>\$ 1,899.10</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">OVERHEAD & PROFIT (Material Only)</td> <td>10%</td> <td>\$ 189.91</td> </tr> <tr> <td colspan="2" style="text-align: right;">SALES TAX</td> <td>7.0%</td> <td>\$ 132.94</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL (2+3)</td> <td>\$ 2,221.95</td> <td></td> </tr> </tbody> </table>	DESCRIPTION	WEEKS	UNIT PRICE	COST	Crane Truck	wk	\$3,000.00	\$ -	Excavator w/ Chipping Hammer	Day	\$986.00	\$ -	Loader	wk	\$2,000.00	\$ -	Core Drill	wk	\$1,000.00	\$ -	Backhoe	wk	\$1,500.00	\$ -	Bobcat	wk	\$800.00	\$ -	Compactor	wk	\$1,150.00	\$ -	NO MARKUP		SUBTOTAL (2)	\$ -	MATERIAL	UNITS NOTED			T3 Custom Fab (Handrails)			\$ 1,050.00	Construction Materials (Rebar)			\$ 466.95	Sherwin Williams (Safety Yellow)			\$ 232.15	CEMEX: Concrete Adder Minus Original Pour (Delta = 1 Cu Yd)			\$ 150.00				\$ -				\$ -				\$ -	SUBTOTAL (3)		\$ 1,899.10		OVERHEAD & PROFIT (Material Only)		10%	\$ 189.91	SALES TAX		7.0%	\$ 132.94	TOTAL (2+3)		\$ 2,221.95		
DESCRIPTION	WEEKS	UNIT PRICE	COST																																																																																			
Crane Truck	wk	\$3,000.00	\$ -																																																																																			
Excavator w/ Chipping Hammer	Day	\$986.00	\$ -																																																																																			
Loader	wk	\$2,000.00	\$ -																																																																																			
Core Drill	wk	\$1,000.00	\$ -																																																																																			
Backhoe	wk	\$1,500.00	\$ -																																																																																			
Bobcat	wk	\$800.00	\$ -																																																																																			
Compactor	wk	\$1,150.00	\$ -																																																																																			
NO MARKUP		SUBTOTAL (2)	\$ -																																																																																			
MATERIAL	UNITS NOTED																																																																																					
T3 Custom Fab (Handrails)			\$ 1,050.00																																																																																			
Construction Materials (Rebar)			\$ 466.95																																																																																			
Sherwin Williams (Safety Yellow)			\$ 232.15																																																																																			
CEMEX: Concrete Adder Minus Original Pour (Delta = 1 Cu Yd)			\$ 150.00																																																																																			
			\$ -																																																																																			
			\$ -																																																																																			
			\$ -																																																																																			
SUBTOTAL (3)		\$ 1,899.10																																																																																				
OVERHEAD & PROFIT (Material Only)		10%	\$ 189.91																																																																																			
SALES TAX		7.0%	\$ 132.94																																																																																			
TOTAL (2+3)		\$ 2,221.95																																																																																				
3. SUBCONTRACTORS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION OF WORK</th> <th>COST</th> </tr> </thead> <tbody> <tr><td> </td><td>\$ -</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td style="text-align: right;">SUBTOTAL (4)</td> <td>\$ -</td> </tr> <tr> <td style="text-align: right;">5%</td> <td>\$ -</td> </tr> <tr> <td style="text-align: right;">TOTAL (4)</td> <td>\$ -</td> </tr> <tr> <td style="text-align: right;">TOTAL (1)+(2+3)+(4)</td> <td>\$ 8,627.45</td> </tr> <tr> <td style="text-align: right;">1.2%</td> <td>\$ 103.53</td> </tr> <tr> <td style="text-align: right;">GRAND TOTAL</td> <td>\$ 8,730.98</td> </tr> </tbody> </table>	DESCRIPTION OF WORK	COST		\$ -											SUBTOTAL (4)	\$ -	5%	\$ -	TOTAL (4)	\$ -	TOTAL (1)+(2+3)+(4)	\$ 8,627.45	1.2%	\$ 103.53	GRAND TOTAL	\$ 8,730.98																																																											
DESCRIPTION OF WORK	COST																																																																																					
	\$ -																																																																																					
SUBTOTAL (4)	\$ -																																																																																					
5%	\$ -																																																																																					
TOTAL (4)	\$ -																																																																																					
TOTAL (1)+(2+3)+(4)	\$ 8,627.45																																																																																					
1.2%	\$ 103.53																																																																																					
GRAND TOTAL	\$ 8,730.98																																																																																					
OVERHEAD & PROFIT																																																																																						
Bonds & Insurance																																																																																						
Permits																																																																																						

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Florida Design Contractors, Inc.
Date: _____	Date: _____	Date: _____

Labor Breakdown					Hours														
					Quantity	Unit	Duration (Days)	Project Manager	Asst. Project Manager	Project Engineer	Superintendent	Foreman	Operator	Skilled	Finisher	Unskilled	Welder	Totals	
	Old Sidewalk																		
1	Finish Grade per C4 and Detail 4, C5	1	LS	0.5					4		4		4					12	
2	Formwork and Wire Mesh Installation	1	LS	1					8		8		8					24	
3	Pour Concrete	1	LS	0.5					4		4		4					12	
4	Form Removal	1	LS	0.5					4		4		4					12	
Totals					2.0				20.0				20.0		20.0		60		
	PCM 19 Sidewalk																		
1	Finish Grade per PCM19	1	LS	1					8		8		8					24	
2	Formwork and Rebar Installation	1	LS	2					16		16		16					48	
3	Pour concrete & Finish	1	LS	1					8		8		8					24	
4	Form Removal	1	LS	0.5					4		4		4					12	
5	Paint and install Handrail	1	LS	1					8		8		8					24	
Totals					5.5				0	0	0	0	44	0	44	0	44	0	132

Labor Estimate Delta = 72 man hours or 24 hours per man

T3 CUSTOM FABRICATION, INC.

P.O. Box 1687 Sorrento, FL 32776

Estimating (352) 409-7432

Main Office (352) 742-2060

BID #21-367

Date: 09/27/21

To: Florida Design Contractors

Attn: Ramy Wassef

JOB NAME: Zephyrhills AWT

BID DATE: ASAP

LOCATION: Zephyrhills, FL

PLANS: Modified Building Stair Detail

SPECIFICATIONS:

ADDENDUM(S) REVIEWED:

SCOPE OF WORK

(2) single line welded anodized aluminum railing for 4-step concrete stair

- 1-1/2" sch. 80 posts and rails
- (4) 4" x 6" 4-hole cast base mount
- (16) 1/2" x 6" 316SS threaded rod anchors
- (16) 1/2" nuts and washers

Total of Above: \$1,050.00 plus tax

Delivery: F.O.B. Tavares, FL Number of Shipments in Above Price (1)

(If, at the request of the buyer, additional deliveries are required, the additional cost and change order will be received prior to shipment)

Exclusions:

- Addendum(s) unavailable for review (see addendum(s) reviewed above)
- Erection of furnished materials (unless specifically included)
- Field measurements
- Testing and inspection costs
- Bond premium (unless specifically included)
- Responsibility of design and code requirements where specific sizes appear on drawings
- Signed and sealed shop drawings by a Florida registered engineer, unless specifically included in scope above
- Engineering calculations are specifically excluded but, if required, will be added to the price quoted above on a cost-plus basis
- Anchoring epoxy, nozzles, and dispensers (unless specifically included)

Qualifications:

- Structural and miscellaneous metals will be shop primed to specifications.
- Mechanical aluminum handrail will be supplied sub-assembled (unless noted otherwise).
- Material and labor cost are subject to review after 30 days.
- Prices include only those items specifically listed in this proposal.

- Any item over 8'-0" wide or 9'-0" high will be shipped "knocked down" for field welding or bolting.
- Our total price includes only those items specifically listed in our scope of work.
- We do not accept retainage as a part of payment terms.
- Pricing assumes that all items will be shipped to the jobsite within 12 months of this proposal and that payment terms are 1/2% 10, net 30 from date of invoice.
- Drawing and delivery schedule will be negotiated at the time the purchase order is tendered. Work will not begin until an approved purchase order or satisfactory letter of intent is received.

Terms and conditions of quotation and sale:

- Agreements outside of contract: It is expressly agreed that there are no promises, agreements, or understandings outside of this contract and any subsequent cancellations or modifications must be mutually agreed upon in writing.
 - The term "T3" as used herein shall mean T3 Custom Fabrication, Inc. The word "materials" as used herein shall mean any and all items tendered within the scope of this proposal or to be added to it, at a subsequent date.
 - 1/2% 10, net 30 days, no retainage
 - This proposal is based on release of, and fabrication and delivery of materials specified herein in substantially complete and contiguous sub-units. Partial releases and deliveries are subject to additional charges for costs incurred by T3 at their sole discretion.
 - The contract between the buyer and T3 shall consist of buyer's purchase order and any quotation/proposal made by T3 referred to in buyer's purchase order, with the written acceptance of same by T3, and these terms and conditions of quotation and sale.
 - The buyer shall inspect all materials immediately upon their arrival for both quantities and conformance with the contract requirements and shall, within five (5) days thereafter, give written notice to T3 of any claims that the materials do not conform to the requirements of the contract. If no such notice is given within said five (5) day period, the materials shall conclusively be deemed to conform in all aspects to the requirements of the contract. All claims made within the said five (5) day period will, if justified, be satisfied by T3.
 - Special conditions on the buyer's purchase order in no way negate the above conditions of sale. In ordering the materials described above, the buyer accepts all these conditions whether noted on the purchase order or not.
 - Our price does not include sales tax, erection, taking of field dimensions, or any item not specifically listed in our scope.
 - Due to volatile market conditions, all quoted prices are subject to revision at time of order placement.
-

QUOTED BY:

Beau Turner



Construction Materials
3101 Industrial Ave 3
Fort Pierce, Florida 34946
Phone: 772-461-1243

Date:	9/28/2021	Expires: 30 Days
-------	-----------	------------------

Notes:

Total Sale Items	\$466.95
Sub Total	
7%Tax	\$32.69
Total	\$499.64

Page 150 of 275



SHERWIN-WILLIAMS.

09/27/21 4:03 PM

CUSTOMER ORDER

Page: 1 of 1

CUST#: 1906-6822-8
JOB: 1 FLORIDA DESIGN CONTRACTORS INC
BILL TO: FLORIDA DESIGN CONTRACTORS INC

1344 S KILLIAN DR
LAKE PARK FL 33403 1969

STORE:702477 SHERWIN-WILLIAMS
37136 EILAND BLVD
ZEPHYRHILLS FL 33542 1811
PHONE: (813) 783-8488
FAX: (813) 783-8292

TYPE: STORE
CUST PO#:
CONTROL#: 0163402
ORDER#: OE0163402A702477
ENTRY DATE: 09/27/21
REQUIRED DATE: 09/27/21
CANCEL DATE:
EMPLOYEE: Hardman, Amanda M
STATUS: IN PROCESS
CONTACT:
PHONE:
DELIVERY: NO
INSTALL: NO
DEMONSTRATION: NO
CUST ORDER JOB:

SHIP-TO:

SALES #	SIZE	PRODUCT / MFG NBR	DESCRIPTION	QTY ORDERED	PRICE	EXTENDED PRICE	STATUS	S-W PURCHASE ORDER	SALES TERM/TRAN
6503-27208	5 GAL	B97YD2467	PRO PARK WB YELLOW	5.00	46.43	232.15	ON ORDER		

SUB TOTAL	232.15
TAX	16.26
ORDER TOTAL	248.41

THIS IS NOT AN INVOICE

Ramy Wassef

From: John Carrizales <john.carrizales@cemex.com>
Sent: Tuesday, September 28, 2021 2:30 PM
To: Ramy Wassef
Subject: CEMEX - Zephyrhills FL

Good Afternoon Ramy,

Just got an email from Outside Sales,

Price varies from 150 per cyd. This is for 4000 PSI IN 28 DAYS - REGULAR, W/C = 0.44 MAX. Class C Concrete

Regards,



John Carrizales

Office: (855)-292-8453 Ext. 20

E-Mail: john.carrizales@cemex.com

CONFIDENTIALITY: The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication, and the information contained in it, is strictly prohibited. If you are not the intended recipient, please contact the sender and immediately destroy all copies of the original message.

PROPOSED CONTRACT MODIFICATION (PCM) No. 19

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
 PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade

TO: Orlando Rivera (FDC) DATE: 091021

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): NA – Refer to Attachments

DESCRIPTION OF MODIFICATION: Contractor shall provide proposal to furnish and install a Sidewalk w/ integrated Staircase and handrail for egress at the Double Doors on the North side of the Compressor Building.

REASON FOR MODIFICATION: To accommodate suitable slope and egress to new grade and pavement elevations.

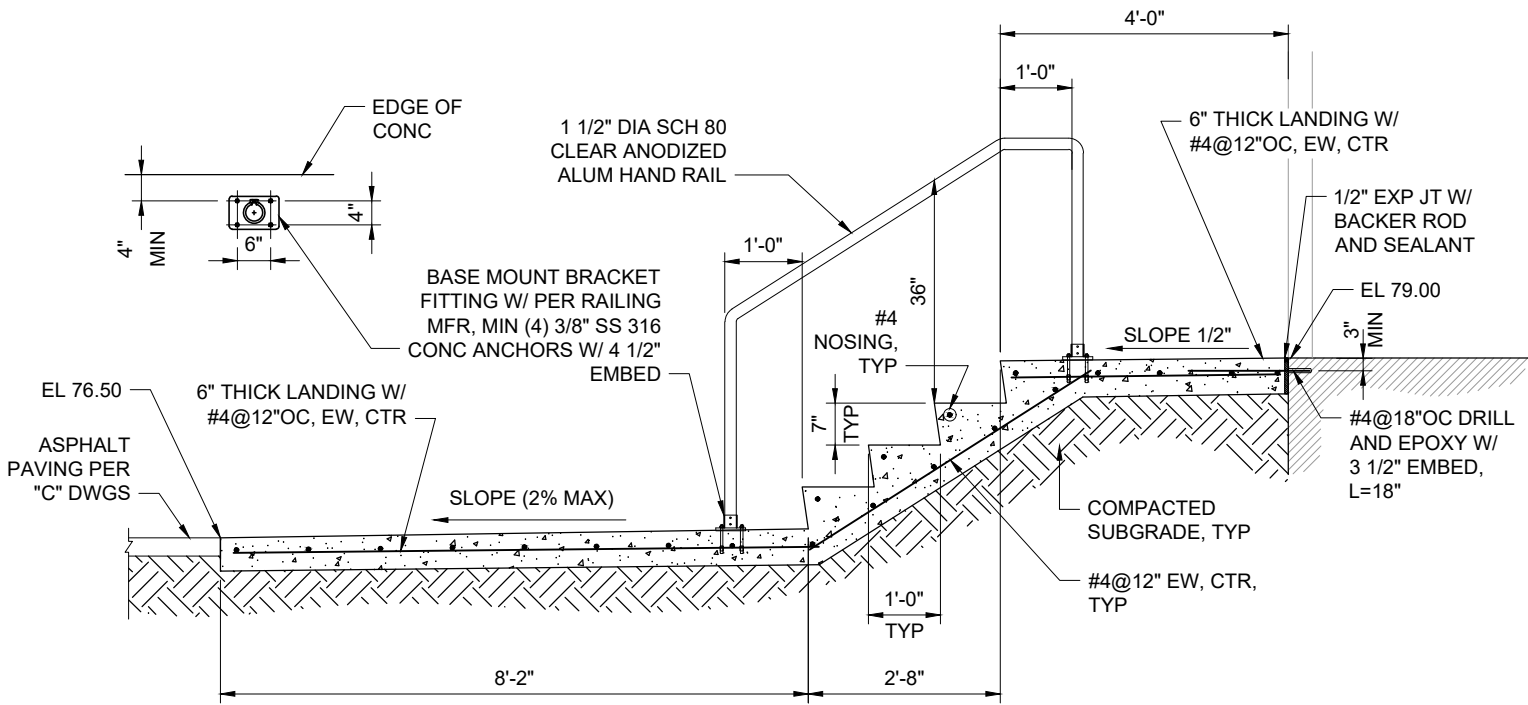
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: 



AIR COMPRESSOR BUILDING CONCRETE STEPS

DETAIL

NTS

A

Embed Alum Treads not required. Bullnose end of Treads can be embossed into wet concrete for anti slip function.

~~ALUM SAFETY TREADS W/ ABRASIVE WEARING SURFACE 4" WIDE X 6" SHORTER THAN STAIR~~

RISE, 7" MAX

1/2" R (MAX), TYP

4" MIN

ALUM WING ANCHORS OR APPROVED EQUAL

Paint ALL Stair Edge Risers 2" Stripe of Safety Yellow

#4 BAR

TYPICAL CONCRETE STEP

DETAIL

NTS

B

ATTACHMENT L

**FLORIDA DESIGN CONTRACTOR'S CLAIM FOR
ADDITIONAL TIME**



Tuesday, October 19, 2021

Gregg S. Fruecht
Jones Edmunds
324 S. Hyde Park Ave., Suite 250
Tampa, FL 33606

Re: Zephyrhills WWTP Advanced Treatment Facility
Subject: Claim for Additional Time

Dear Mr. Fruecht:

Per the City of Zephyrhills Invitation To Bid No. 11-19-09, Page 20 - Change of Contract Time, please accept this letter as our formal Claim for Additional Time.

In accordance to Change Order No. 02, the project's Substantial Completion was July 1, 2021. However, since and before this date, various events and additional work have transpired affecting the overall completion of the project leading to this request for a time extension. The events and additional work referenced are as follows:

- **Dukes Energy (7-Calendar Days Delay)** – After encountering conflicts with existing power conduits at the beginning of the project, additional delays were experienced when power lines were once again encountered while installing a new ductbank alongside the road. PCM 06 was developed as a result.
- **Weather Delays (14-Calendar Days Delay)** – Overall, this past rainy season was very severe compared to years past and while in most days FDC kept working, a significant amount of production was lost as a direct result of adverse weather. That said, FDC documented via emails and letters two (2) separate tropical storm events in November of 2020 and early July 2021. Additionally, heavy rain event were experienced and documented on July 22nd and 23rd.
- **Covid-19 Loss of Production (3 Calendar Days Delay)** – As notified in writing on April 15, FDC experienced job delays due to covid infection amongst personnel having a detrimental effect on the project's production.
- **Oxidation Ditch VFD Cable and VFD's Replacement (94-Calendar Days Delay)** – This work is detailed on FDC's Proposals No. 13 (PCM11) and No. 16 (PCM13). Both activities affected the start-up of the Oxidation Ditch improvements which as a result, prohibited the Owner from having the needed volume capacity for FDC to complete major tie-ins related to the Filter Structure.
- **PCM Work (27 Calendar Days)** – Per our Change Order Log attached, the amount of days allocated for each PCM is as follows:

1. PCM No. 1 - Removal of Found 4" FM Pipe (4-Calendar Day)
 2. PCM No. 6 - Locating Duke Energy (7-Calendar Days)
 3. PCM No. 10 - 3' Wide Stone Perimeters (7-Calendar Days)
 4. PCM No. 11 - Replace VFD Drives (~~87-Calendar Days~~) **Included w/ Ox. Ditch Claim Above)**
 5. PCM No. 13 - VFD Cable Replacement (~~7-Calendar Days~~) **Included w/ Ox. Ditch Claim Above)**
 6. PCM No. 14 - Remove 15 LF of Found Concrete Encasement (5-Calendar Days)
 7. PCM No. 18 - Inline Sediment Strainer for Sample Pumps (1-Calendar Day)
 8. PCM No. 19 - Revised Sidewalk Stairs at Compressor Bldg. (3-Calendar Days)
- **Filter Media Sand (71 Calendar Days)** – Approximately 475 bags of sand are required for all Filter Cells, or 95 bags/Cell. First load of media was received on September 29, 2021. Last load of media is anticipated by December 9, 2021. As of today, October 19th, FDC has received 120 bags of sand. As a result, the complete commissioning of the Filter Equipment is anticipated to begin early January 2022 and the project Substantial Completion is forecasted to be on February 2, 2022.

The outline of events listed above are provided for your careful consideration of a contract Time Extension. At this time, FDC proposes that a time extension of two hundred and sixteen (216) calendar days be added to the contract to compensate for the lost time as described above. Attached to this letter you will find an updated schedule with a Data Date of October 19, 2021 including the additional 216-calendar days requested herein resulting in a new Substantial Completion Date of February 2, 2022 and Final Completion by March 2, 2022.

As always, Florida Design will continue to work and cooperate with all parties involved in order to bring this project to a fruitful completion and in expedited manner. We look forward to your acceptance of the plan outlined above as we continue to make progress to achieve the project milestones by the dates proposed herein.

Please take note of the above and should you have any questions or concerns regarding this matter, please feel free to contact me at my office or cell phone.

Respectfully,



Orlando Rivera
Sr. Project Manager
Florida Design Contractors

CC: Mike Clark, Jamila Morrison (Jones Edmunds)
John Bostic (COZ)
Jon Philbeck

Enclosed: Time Impact Schedule
Change Order Log

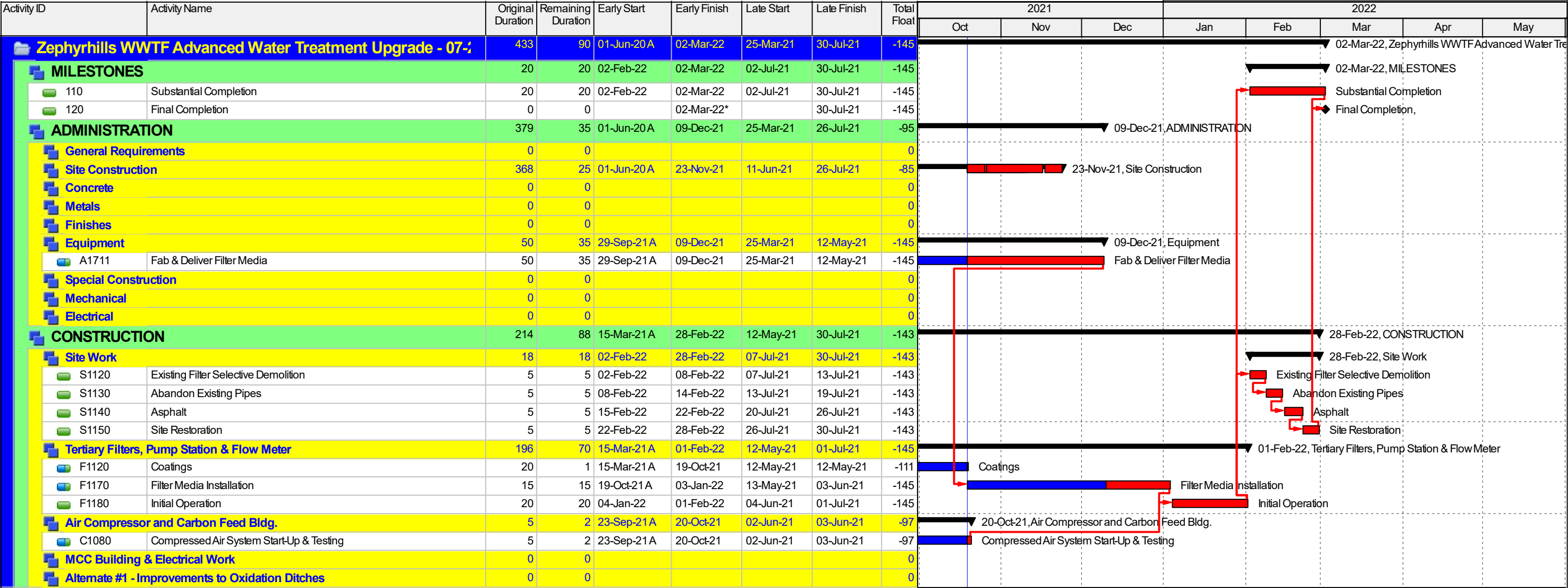
File: N:\Projects Contractors\1490 Zephyrhills WWTF AWT Upgrade\08. Engineer Correspondence\01. To Engineer



Florida Design Contractors

Change Order Log - Zephyrhills ATW Upgrades

Cost Proposal No.	Title	Date Submitted	Date Accepted/R ejected	Accepted by Owner?	Change Order No.	Amount	Time	Notes
001	Owner Direct Purchase	06/02/20	03/08/21	Y	001	\$ (1,998,986.18)		
002	PCM No. 1 - Removal of Found 4" FM Pipe	08/13/20	03/08/21	Y	002	\$ 1,938.34	4	
003	PCM No. 2 - Potable Water Meter	08/13/20	03/08/21	Y	002	\$ 1,636.26	0	
004	PCM No. 3 - Concrete Duct Bank	06/24/21	09/14/21		003	\$ (6,929.68)	0	
005	PCM No. 5 - Demolition Concrete Cap at Existing 24 RCP	08/13/20	09/14/21		003	\$ 1,984.03	0	
006	PCM No. 6 - Locating Duke Energy	10/14/20	03/08/21	Y	002	\$ 2,824.59	7	
007	PCM No. 16 - Ox. Ditch Exist. Raceways	10/14/20	09/14/21		003	\$ (17,364.00)	0	
008	PCM No. 7 - Additional 8" Isolation Plug Valve	11/10/20	03/08/21	Y	002	\$ 4,334.45	0	
009	Additional Electrical Pull Boxes	01/26/21		N		\$ 12,798.97	0	
010	PCM No. 8 - Hose Racks	02/06/21	09/14/21		003	\$ (1,384.92)	0	
011	PCM No. 10 - 3' Wide Stone Perimeters (#57 Stone)	02/09/21	03/08/21	Y	002	\$ 7,414.86	7	
012	PCM No. 9 - Hose Bibbs	03/02/21	09/14/21		003	\$ (1,254.19)		
013	PCM No. 11 - Replace VFD Drives	03/02/21	03/08/21	Y	002	\$ 89,074.37		
014	30" 45 Elbow - w/ Cost Proposal #18 / PCM15							
015	PCM No. 12 - FM Bypass	03/20/21	09/14/21	N		\$ 1,053.63		
016	PCM No. 13 - VFD Cable Replacement	05/24/21	09/14/21		003	\$ 10,328.88		
017	PCM No. 14 - Remove 15 LF of Found Concrete Encasement	08/27/21	09/14/21		003	\$ 4,162.61	5	
018	PCM No. 15 - Add 30in Bend and Omit GV Installation	08/27/21	09/14/21		003	\$ 6,383.83		
019	PCM No. 17 - Revised Tubing Routing	09/07/21	10/04/21		003	\$ 4,636.74		
020	PCM No. 18 - Inline Sediment Strainer for Sample Pumps	09/28/21				\$ 1,717.76	1	Pending Approval
021	PCM No. 19 - Revised Sidewalk Stairs at Compressor Bldg	09/28/21	10/04/21		003	\$ 8,730.98	3	
	Additional Time: Duke's Energy						7	
	Underground Conflicts PCM06							
	Additional Time: Adverse Weather						14	
	Tropical Strom ETA - Nov 11 thru Nov 13							
	Hurricane Elsa - July 2nd thru 7th							
	Weather Delays - July 22nd & 23rd							
	Additional Time: Covid19						3	
	Covid Loss of Productivity Notification - 4/15/21							
	Additional Time: Ox. Ditch VFD Replacement						94	
	FDC Proposal #13 (PCM11) Submitted - 3/2/21							
	Ovivo Final Start-Up and Equipment in Service - 5/28/21							
	Additional Time: Filter Media Sand						71	
	September 29, 2021 - First Load of Media							
	December 9, 2021 - Expected last delivery of media.							
TOTALS								
Original Contract Amount						\$ 7,414,000.00		
Total of Change Orders to Date						\$ (1,891,763.31)		
Current Contract Amount						\$ 5,522,236.69		
Total of Proposals Currently Under Review CO #003						\$ 9,294.28	216	
EXECUTED CHANGE ORDERS								
1	ODP					\$ (1,998,986.18)	60	
2	Various Proposals					\$ 107,222.87	0	
UPCOMING CHANGE ORDERS								
3	Various Proposals and Time Extension					\$ 9,294.28	216	



CONSENT ITEMS 2.3

Approval of Airport Rescue Grant No. 24-21-09

Issue:

Background:

The purpose of this grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. Airport Rescue Grants may be used to reimburse airport operational and maintenance expenses directly related to Zephyrhills Municipal Airport incurred on or before January 20, 2021.

\$59,000 100 % Federal funded, no match required.

Attachment(s):

1. ZPH-SOG-3-12-0089-024-2022-Grant Agreement - unsigned

Fiscal Impact:

100% FAA Funded.

Staff Recommendation:

Staff recommends accepting the Airport rescue grant offer.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

November 15, 2021

Mr. Nathan Coleman
Airport Manager
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542

Dear Mr. Coleman:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0089-024-2022 for Zephyrhills Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", written in a cursive style.

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Zephyrhills Municipal Airport

Airport Rescue Grant No. 3-12-0089-024-2022

Unique Entity Identifier 072545981

TO: City of Zephyrhills
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated October 20, 2021, for a grant of Federal funds at or associated with the Zephyrhills Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Zephyrhills Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Zephyrhills Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:

\$59,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 15, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Zephyrhills

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital 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(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Zephyrhills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of October 20, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

CONSENT ITEMS 2.4

Approval to Purchase a Chevy Silverado 2500HD for the Wastewater Division from Alan Jay Chevrolet

Issue:

New vehicle will be replacing Truck #84 which is a 2007 model

Background:

Current vehicle is a 2007 and has come to the end of its lifespan with the Department. Replacing with new vehicle that also suits our needs better.

Attachment(s):

1. ALAN JAY

Fiscal Impact:

Budgeted in the FY22 budget under the Wastewater-Machinery and Equipment line for \$75,000.00. Cost from Alan Jay on the Sourcewell Contract is \$55,699.00

Staff Recommendation:

It is recommended by Staff to the City Council to approve the purchase of this vehicle as presented.



Sourcewell
Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	34739-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address: P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/5/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/5/2021

REQUESTING AGENCY **ZEPHYRHILLS, CITY OF**
CONTACT PERSON **THOMAS SHOTTS** EMAIL TSHOTTS@CIZEPHYRHILLS.FL.US
PHONE **813-780-0000 Ext. 3566** MOBILE **813-714-5470** FAX **813-780-0613**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	CK20953 1WT	MSRP	\$50,865.00
2022 CHEVY SILVERADO 2500HD DOUBLE CAB 4WD 8' BED WORK TRUCK DIESEL			

CUSTOMER ID	BASE VEHICLE PRICE	\$39,949.00
BED LENGTH	8' BED	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
LSP MGM	Included: Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) Includes (K05) engine block heater. Included with (PCK) Ambulance / Fire / Rescue Package.) Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	\$0.00
PCV	WT Convenience Package Crew Cab includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding; (Not available with (ZLQ) WT Fleet Convenience Package. (DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLF) mirrors.) (With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$1,180.00
Z82	Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance	\$0.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. On Regular Cab models requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package.)	\$270.00
NQH	Transfer case, two-speed active.	\$195.00
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	\$145.00
VQO	LPO, BLACK ASSIST STEP. -DBL CAB-	\$470.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

FACTORY OPTIONS

\$2,260.00

CONTRACT OPTIONS

DESCRIPTION

D-BOX	REMOVE FACTORY PICKUP BOX	\$0.00
CAMERA RELOCATE	TRANSFER FACTORY CAMERA FROM PICK UP GATE TO SERVICE BODY	\$205.00
TECH NOTE	Customer Requests Camera Located in bumper centered over hitch.	\$0.00
3KR	Additional key and remote, cut and programmed.	\$215.00
RS 4	Stick on rain shields (4-doors).	\$120.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	\$260.00
DVA SLU98ASW	8' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$7,345.00
D-RING	CARGO TIE DOWNS, SIX INSTALLED	\$345.00
PTL2	Pintle combination draw bar with 2" ball.	\$140.00
AJ COMP 6-LED	LED compartment lights installed in all compartments of 8' or 9' service body.	\$595.00
BUA	Federal Signal 90 dB back-up alarm.	\$145.00
FS RSL CC-AW	Federal Signal Road Side Lighting Package includes 2 Micropulse LED's (Split Amber/White) in Grille, 2 Micropulse LED's (Split Amber/White) mounted to rear rear of body with white bezel, 1 eight head Amber Signal Master stick installed to rear of body, 1 Compact Digital Soft Button 6 switch controller.	\$1,800.00
TECH NOTE	Customer Requests Traffic Advisor Mounted as close to headliner as possible.	\$0.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

GO-LIGHTDC	Model 20074GT LED GoLight with wireless hand held and dash mount controls	\$810.00
POST	FURNISH AND INSTALL CUSTOM ALUMINUM POST TO BULKHEAD OF UTILITY BODY FOR GO-LIGHT MOUNT.	\$150.00
806-1210-PU	XANTREX 1000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$665.00
RAM-VB-###-SW1	RAM universal laptop mounting kit with universal cradle.	\$450.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
CONTRACT OPTIONS		\$13,490.00

TRADE IN	VEHICLE TOTAL	\$42,209.00
	MSRP DISCOUNT	23%
	ACCESSORY TOTAL	\$13,490.00
	CUSTOMER PRICE	\$55,699.00
YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING		\$0.00
TOTAL COST LESS TRADE IN(S)		QTY 1 \$55,699.00

Estimated Annual payments for 60 months paid in advance: \$12,474.29
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck

MSRP:\$40,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20953	[Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck	\$40,700.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
BHP	Winter Grille Cover	Inc.
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GU6	Rear axle, 3.42 ratio	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JFO	GVWR, 11,200 lbs. (5080 kg)	Inc.
JL1	Trailer brake controller, integrated	\$275.00
K05	Engine block heater	Inc.
K34	Cruise control, electronic	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete)

K40	Exhaust brake	Inc.	
KW5	Alternator, 220 amps	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8		\$9,890.00
MGM	Transmission, Allison 10-Speed automatic	Inc.	
NQH	Transfer case, two-speed active		\$200.00
NZZ	Skid Plates		\$150.00
PCV	WT Convenience Package		\$1,185.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$65.00)
VQ3	Fleet Processing Option		\$0.00
VQO	LPO, Black work step		\$475.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		\$0.00
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr	Inc.	
—	Capped Fuel Fill	Inc.	
SUBTOTAL			\$52,810.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$54,505.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) (✓)

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with CC20943 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) (✓)

Entertainment

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14540. Data Updated: Aug 26, 2021 12:36:00 AM PDT.

CONSENT ITEMS 2.5

Approval to Purchase a Generator at the Tank Site for the Water Division by RCM Utilities

Issue:

Approval of the purchase of a new Generator at the Tank Site for the Water Division by RCM Utilities

Background:

The Tank Site has been in service since 1989 with the current generator making it greater than 30 years old. And its age is showing. The replacement ensures many more years of uninterrupted power for the Water Tower.

Attachment(s):

1. Storage Tank Site Generator

Fiscal Impact:

RCM to install a new generator and transfer switch for \$110,115.00. Originally budgeted in the FY22 budget under the Water Division - Machinery and Equipment line for \$100,000.00 and the difference will be made up on other items purchased in this line item.

Staff Recommendation:

It is the recommendation of Staff to the City Council to approve the purchase of a new generator and transfer switch, and installation to RCM Utilities.



Construction & Maintenance

October 19, 2021

To: City of Zephyrhills

RE: Storage Tank Site Generator Replacement

- Purpose
 - o Task authorization for construction services as requested from CJ Funnell
- Compensation and Contract
 - o A budget for the work as stated totaling \$110,150.00 has been submitted on the Annual City of Zephyrhills Water and Wastewater Miscellaneous Construction/Maintenance Services Contract (RFP 35-19-01)
- Scope
 - o Remove and replace the onsite emergency power generator and automatic transfer switch. To include relocating the manual transfer switch and secondary generator plug connection. Cummins 150 KW diesel generator with subbase fuel tank and level two sound enclosure.

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

Water & Wastewater Misc Construction/Maintenance Services

Labor/Equipment Rates Form

Customer: City of Zephyrhills

Project: Storage Tank Site Generator

LABOR RATES	RATES		ENTER		SUBTOTAL	ENTER		SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	#WORKING HOURS	#AFTER HOURS		#WORKING HOURS	#AFTER HOURS		
Supervisor	\$ 50.00	\$ 75.00	10		\$ 500.00			\$ -	\$ 500.00
Foreman	\$ 75.00	\$ 113.00	20		\$ 1,500.00			\$ -	\$ 1,500.00
Helper - Labor Only	\$ 35.00	\$ 53.00	40		\$ 1,400.00			\$ -	\$ 1,400.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	10		\$ 500.00			\$ -	\$ 500.00
Backflow Technician	\$ 40.00	\$ 60.00			\$ -			\$ -	\$ -
LABOR RATES TOTAL									\$ 3,900.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00		\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 9,600.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		\$ 25,000.00
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		\$ 56,000.00
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		\$ 35,000.00
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		\$ 25,000.00
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00		\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 2,600.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon								
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		\$ 3,400.00
Infiltrator MHI Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		\$ 3,000.00
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		\$ 15,000.00
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		\$ 13,000.00
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		\$ 59,000.00
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		\$ 20,000.00
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		\$ 25,000.00
EQUIPMENT RATES TOTAL										\$ -

MATERIAL RATES	Mark UP	COST	MARK-UP	SUBTOTAL	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	55000	\$ 13,750.00		\$ 68,750.00
Materials from Stock	25%	8400	\$ 2,100.00		\$ 10,500.00
Subcontract Labor	20%	22500	\$ 4,500.00		\$ 27,000.00
MATERIAL RATES TOTAL					\$ 106,250.00
SUBTOTAL					\$ 110,150.00
GRAND TOTAL					\$ 110,150.00

PERFORMANCE & PAYMENT BOND

(Yes/No)

No

2%

Company Name:

RCM Utilities, LLC

Authorized Representative/ Title:

Christopher R. Creech, Mgr.

Signature:

Christopher R. Creech

Date:

10/14/2021

CONSENT ITEMS 2.6

Approval to Purchase a Tractor/Loader/Backhoe for the Water Division from Catapillar

Issue:

Approval to purchase a Tractor/Loader/Backhoe from Catapillar

Background:

We utilize a backhoe for installing, repairing, and maintaining the entire city water system.

Attachment(s):

1. 430 CITY OF ZEPHYRHILLS QUOTE V 11-22
2. CM20200225-ae8cb-645a1

Fiscal Impact:

FSA Contract purchase for \$126,460.00. \$130,000 was budgeted in the FY22 budget in the Water Division - Machinery and Equipment line.

Staff Recommendation:

It is recommended by Staff, to the City Council to approve the purchase as stated.

Ring Power®

Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared for:
 City of Zephyrhills

11/19/2021
 Rev. 11/22

(1) NEW CATERPILLAR 430 BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
 Bid # FSA20-EQU18.0
 Item #168: Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
 Contract Effective Dates: October 1, 2021 Through September 30, 2022

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	\$81,711
543-3343	Upgrade to 430 07A, Base Machine Only	<u>(\$6,596)</u>
TOTAL OF BASE MACHINE		\$75,115

NON-SPECIFIED OPTIONS

543-4286	STICK, EXTENDABLE, 16FT	\$5,190
544-1066	PT, 4WD/2WS, POWERSHIFT	\$9,930
543-5181	ENGINE, 86KW, C3.6 DITA, T4F	\$9,880
554-4188	HYD, MP, 6FCN/8BNK, ST, QC	\$6,330
544-0883	CAB, DELUXE	\$8,690
545-504	DISPLAY, STANDARD	NC
491-6736	WORKLIGHTS (8) LED LAMPS	\$910
573-4524	SEAT, DELUXE FABRIC	\$960
206-1747	BELT, SEAT, 2" SUSPENSION	NC
542-7810	AIR CONDITIONER, T4F	\$2,485
560-6797	PRODUCT LINK, CELLULAR, PLE643	NC
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$1,850
337-9696	COUNTERWEIGHT, 1015 LBS	\$1,825
9R-6007	STABILIZER PADS, FLIP-OVER	\$348
559-0872	INSTRUCTIONS, ANSI	NC
551-6453	RIDE CONTROL	\$1,540
548-1233	LINES, COMBINED AUX, E-STICK	\$3,620

421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
540-2298	RADIO, FM BLUETOOTH	\$570
567-5090	AUTO-UP STABILIZERS	NC
270-3204	PLATE GROUP - BOOM WEAR	\$215
353-1389	GUARD, STABILIZER	<u>\$865</u>
	SUB TOTAL	\$55,208
	LESS 22% SHERIFF'S CONTRACT DISCOUNT	<u>(\$12,146)</u>
TOTAL OF NON-SPECIFIED OPTIONS		\$43,062

CAT WORK TOOLS

6W-8832	CARRIAGE, PALLET, 61", IT	\$2,511
195-6939	FORK TINE, 2" X 5" X 54", (2)	\$1,586
219-3386	BUCKET-HD, 18", 4.2 FT3	\$1,618
219-3388	BUCKET-HD, 30", 8.2 FT3	\$1,903
444-7500	COUPLER, PG, MAN.D. LOCK, BHL	\$2,090
178-3593	PINS, BUCKET, BHL-F, 45MM-50MM	\$500
232-2698	BUCKET-MP, 1.4 YD3, IT, BOCE (4)	<u>\$8,125</u>
	SUB TOTAL	\$18,333
	LESS CWT 12% SHERIFF'S CONTRACT DISCOUNT	<u>(\$2,200)</u>
TOTAL OF CAT WORK TOOLS		\$16,133

SUBTOTAL	\$134,310
LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$7,850)</u>
TOTAL TRANSACTION PRICE	\$126,460

LEASE OPTIONS

RING POWER CORPORATION CAN ALSO PROVIDE FINANCING AND LEASE OPTIONS THROUGH RING INVESTMENTS. THE CURRENT GOVERNMENTAL RATE IS 4.25%. LEASE PRODUCTS WILL INCLUDE A NON-APPROPRIATION CLAUSE IN THE EVENT THAT THE AGENCY IS UNABLE TO APPROPRIATE FUNDS DURING THE LEASE.
--

Best regards,

Jacob Roe
Sales Representative
Ring Power Corporation



CONSENT ITEMS 2.7

Approval of First Amendment to the Zephyrhills Golf Course Lease No. 29-21-01 - Under Par, Inc.

Issue:

The current lease agreement expires in April 2022. The amendment will extend the lease for an additional 10 years, until April 30, 2032. The amendments are:

- The initial term is 10 years, with the City having the right to cancel the agreement after year 5 with 18 months notice.
- Should we cancel during years 6 – 10, the City will pay a penalty of 50% of the remaining golf cart lease and a prorated share of Under Par's \$40,000 capital investment.
- There is an option for 2-five year renewals.
- There are no penalties for early termination during the renewal periods, with an 18 month notice.
- Both parties must agree to the renewal at least 6 months prior to expiration.
- The lease rate will remain the same next year, but will increase by the CPI every 2 years through April 2027 (same as the current lease agreement). After April 2027, the annual lease amount will increase by 2% or the CPI, whichever is greater yearly.
- The City will construct the airport access road along hole #2, impacting the course by .65 acres.
- Under Par will pave the parking lot within 18 months of the effective date.

Background:

Lessor and Lessee executed a Lease Agreement for the Zephyrhills Municipal Golf Course on September 23, 2002.

Attachment(s):

1. 11.18.2021 FIRST AMENDMENT TO LEASE (002)
2. ZPH - Access Road and Golf Course Exhibit B
3. zephyrhills golf course lease Exhibit A

Fiscal Impact:

No fiscal impact anticipated at this time.

Staff Recommendation:

Staff recommends approval of the first amendment to the Zephyrhills Municipal Golf Course Lease.

**FIRST AMENDMENT
TO THE
LEASE AGREEMENT OF
ZEPHYRHILLS MUNICIPAL GOLF COURSE**

THIS FIRST AMENDMENT made this ____ day of _____, 2021, with an effective date of May 1, 2022, by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation (hereinafter “Lessor”) and UNDER PAR, INC., a Florida corporation (hereinafter referred to as “Lessee.”)

WHEREAS, Lessor and Lessee executed a Lease Agreement for Zephyrhills Municipal Golf Course on September 23, 2002 (hereinafter the “Lease”). The following described real property is located at the Zephyrhills Municipal Airport, Pasco County, Florida (hereinafter referred to as “Leased Premises”). An executed copy is attached hereto as ***Exhibit “A”*** and by reference made a part hereof; and

WHEREAS, Lessor and Lessee wish to amend the terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Lessor and Lessee hereby amend the Lease and the following Section shall be added:

SECTION 26: RENEWAL OF LEASE

The Lease shall be extended for a term of ten (10) years (hereinafter referred to as the “10 year renewal term”), under which Lessee agrees to pay the current lease amount of Sixty-Two Thousand and No/100s Dollars (\$62,000), and the lease amount will continue to increase by the CPI every two (2) years and to continue through April 31, 2027. Beginning May 1, 2027 the annual lease will increase by two percent (2%) or the CPI each year on an annual basis whichever is greater

- A. **Access Road from Alston Avenue**: The Lessor has state appropriation funding to construct an access road from Alston Avenue to the airport infield. A sketch of the access road is attached hereto as ***“Exhibit B”***. The access road will be constructed along hole #2, along the fence line. The construction will cause the Lessee’s total acreage to be reduced by 0.65 acres.
- B. **Renewal**: Both parties shall meet 12 months prior to expiration of 10 year renewal term to discuss the future of the site. There will be the option for two five (5) year renewals following the expiration of the 10 year renewal term. Both parties must agree to the additional renewal option at least six (6) months prior to the expiration of the 10 year renewal term.

The first five (5) years of the 10 year renewal term are guaranteed to the Lessee, however, after the fifth year, Lessor can terminate by providing Lessee eighteen (18) months written

notice. If Lessor terminates with prior notice during years 6-10 of the 10 year renewal term, the City agrees to pay up to 50% of remaining golf cart lease.

There shall be no penalty for early termination during the five optional (5) year renewal periods to follow the 10 year renewal term if proper notice of eighteen (18) months notice is provided.

C. **Termination by Lessor:** If the Lessor terminates the lease during years 6 through 10 of the 10 year renewal term, Lessor will pay to Lessee a prorated share of Under Par's capital investment of Forty Thousand and 00/100 Dollars (\$40,000.00).

D. **Paving of Parking Lot:** The Lessee will invest Forty Thousand and No/100s Dollars (\$40,000) within eighteen (18) months of the effective date of this agreement. Proof of the expenditures shall be provided when incurred but not later than eighteen (18) months from the effective date of this agreement.

IN ALL OTHER RESPECTS Lessor and Lessee ratify and confirm the provisions of the original Lease, reserving the right to further amend or modify the same. All other terms and conditions of the Lease shall remain in full force and effect and the Lease shall be construed as if the terms of this Amendment were included therein.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS FIRST AMENDMENT TO THE LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

LESSOR:

LESSEE:

W. Alan Knight, Council President
City of Zephyrhills

By: _____
Title: _____
UNDER PAR, INC.

Witnesses:

Witnesses:

Signature

Signature

Printed Name

Printed Name

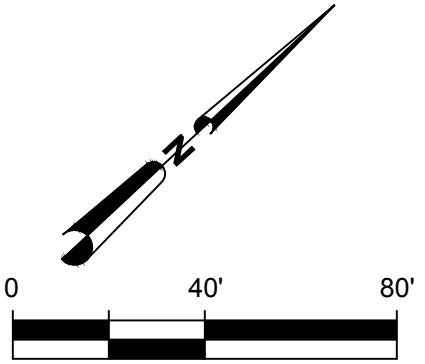
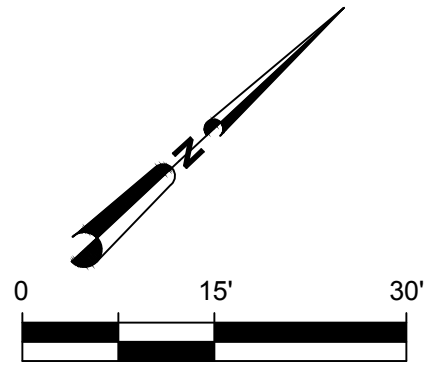
Signature

Signature

Printed Name

Printed Name

D:\Dropbox (AID)\1-PROJECTS\ZPH\ZPH19009-RW_1-19_Ext_Design\03-Drawings\WP\EXHIBITS\ACCESS ROAD EXHIBIT (AERIAL).dwg SN-VZCV2
Fri, 11 Dec 2020 - 11:59am



REVISIONS:			
REV. NO	DATE	DESCRIPTION:	EOR
BID DOCUMENTS			



RUNWAY 1-19 EXTENSION
AT
ZEPHYRHILLS MUNICIPAL AIRPORT
City of Zephyrhills



3810 NORTHDAL BLVD.
SUITE 170
TAMPA, FL 33624
OFFICE: 813-374-2200

FLORIDA CERT. OF
AUTHORIZATION 28731

ENGINEER OF RECORD

MARK C. JANSEN, P.E.
FL. P.E. # 56059

JOB NO:	ZPH19009
DRAWN:	YZY
DESIGN:	KBH
CHECKED:	MCJ
FDOT:	443359-1-94-01
DATE:	DECEMBER 4, 2020

ACCESS ROAD
GEOMETRY PLAN

C1004



2002151736

LEASE AGREEMENT
Zephyrhills Municipal Golf Course

Rept: 621933 Rec: 91.50
 DS: 0.00 IT: 0.00
 10/01/02 Dpty Clerk

THIS LEASE AGREEMENT is entered into this 23rd day of September, A.D., 2002 by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation, hereinafter referred to as the "LESSOR", and UNDER PAR, INC., a Florida corporation, hereinafter referred to as "LESSEE"

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the parties hereto for themselves, their successors or assigns, agrees as follows:

1. **Property:** In consideration of the rental herein defined LESSOR does hereby demise, let and lease unto LESSEE the following described real property located at the Zephyrhills Municipal Airport, Pasco County, Florida, to wit;

See Attached Exhibit "A"

JED PITTMAN, PASCO COUNTY CLERK
 10/01/02 09:44am 1 of 20
 OR BK 5085 PG 620

(hereinafter referred to as the "Leased Premises")

2. **Term:** The term of this Lease of the Leased Premises shall be for a period of twenty (20) years commencing on May 1, 2002 and terminating on April 31, 2022.

3. **Rent:** LESSEE shall pay the LESSOR as rent for the Leased Premises, the sum of \$40,265.09, per year. Such sum represents a payment of \$787.00 annually per acre for property under FAA jurisdiction and \$1.00 per acre for property not under FAA jurisdiction. Payments shall be made as follows:

i. On January 1, 2003 the LESSEE shall pay the total amount of rent due pursuant to the original Lease for the 2002/2003 terms. Thereafter, commencing on the 1st day of December, A.D., 2003, payments shall be made as follows:

- a. \$6,710.85 per month commencing on the 1st day of December, A.D., 2003 and due on the first day of each month thereafter for the next five (5) consecutive months thereafter until the annual rent is paid in full;
- b. Annual rent payments, as adjusted from time to time shall be paid each year



in accordance with the term and conditions above in paragraph 3(i) above

c The annual amount shall be adjusted every two (2) years, based on the increase or decrease in the Consumer Price Index for the intervening period of time or (5%), per annum, whichever is less.

All rents due hereunder shall be paid together with all applicable state sales tax.

4. **Use of Premises:** LESSEE may use the Leased Premises for its operation as a public golf course and for related activities and as such:

A LESSEE shall be entitled to and shall perform the following functions

- i. Operation of a golf course;
- ii. Operation of a pro shop;
- iii. Rent of golf carts and other golfing equipment;
- iv. Operation of a snack bar or restaurant and availability of party and banquet facilities.

B LESSEE, at its option, may also use a portion of said premises for a supervised instructional area

C. In addition, LESSEE may use the said premises for other recreational uses associated with the primary use described herein. These additional uses must be approved by LESSOR and said approval shall not be unreasonably withheld. With LESSOR's prior approval, LESSEE may sub-let or grant concessions for any of the foregoing operations.

D. The LESSEE shall abide by and conform to all laws, governmental orders and all rules and regulations controlling the use of the demised premises or the use of any airport facilities. The discontinuance of any of the above listed functions for a period in excess of ninety (90) days shall constitute a default under the terms of this lease and, unless during such ninety day period LESSEE demonstrates to LESSOR a reasonable and diligent, good faith effort to provide such function, or that there is no or little need therefore, the LESSOR, at its option, shall be entitled to terminate the Lease in accordance with the provisions of paragraph 16 hereof.

E. LESSEE agrees that it will make no unlawful use of the said Leased Premises or permit the same to be used contrary to any law of the State of Florida, or Ordinance of the City of Zephyrhills.

F. LESSEE agrees that it will keep and maintain the Leased Premises in a suitable and sanitary condition and will not permit the same to become offensive or a nuisance.

5. **Improvements:** The LESSEE shall complete the following improvements on the leased premises within the time periods described therein:

A. All greens shall be repaired and if necessary rebuilt, on or before October 1, 2004.

B. All fairways and tees shall be cleared and sprigged with appropriate Bermuda grass on or before October 1, 2004.

C. Treat the greens and tees with appropriate herbicides or insecticides biannually.

D. Treat each fairway as each is repaired and/or replanted.

E. Cover and beautify chain link fence along Airport Road by October 1, 2004, through the use of tennis court style coverings. The LESSEE may have the option to install a natural vegetative barrier, provided, however, should the LESSEE choose to install a natural vegetative barrier, then it shall submit its plans to LESSOR and receive consent thereof.

F. All buildings and other structures shall be kept in good sanitation throughout the terms of this Lease.

G. All buildings and other structures shall be kept in good repair, including necessary painting, through the term of this lease.

H. The bathroom facility on the number 8 green shall be removed or remodeled on or before October 1, 2004.

I. The bathroom facilities located adjacent to number 4 and 13 tees shall be removed or remodeled and repaired as necessary in conformity with applicable building codes on or before October 1, 2002.

The foregoing improvements are to be construed as material elements of this Lease Agreement.

The LESSEE shall provide the LESSOR, within 30 days of completion of each improvement,

proof of completion, purchase and rendition of services. The LESSEE will permit the LESSOR at all reasonable hours to enter upon the premises for the purpose of inspecting the status of such improvements. In the event of an act of God or other unforeseen ("unforeseen" as defined herein refers to acts not committed by LESSEE or the LESSEE's employees) circumstances which prevents the timely completion of an improvement described herein, the LESSEE shall be required (a) to submit to the LESSOR a written request for an extension of time in which to complete on or more of the required improvements in which the LESSEE explains in detail the events necessitating such extension and stating by which date such improvements will be completed by LESSEE, and (b) obtain approval from the City Council of the City of Zephyrhills an extension of time to make such improvement. Neither the Airport Authority or the City Council of the City of Zephyrhills shall unreasonably deny the requested extension of time, provided such entity(ies) determines that the request was in good faith, that the unforeseen event did, in fact, occur, and that such occurrence impeded the LESSEE's ability to satisfy the time period from which the LESSEE seeks to be relieved.

6. **Conditions:**

A. The LESSEE shall satisfy the following conditions during the term of this Lease Agreement:

i. LESSEE agrees to continue the City Youth Program, which is coordinated through the local schools Summer Recreational Program and partially funded by the City of Zephyrhills in an effort to introduce children to the sport of golf and provide them with basic instruction.

ii. LESSEE shall provide a standard of service comparable to similar public play golf courses within the Tampa Bay area golf course industry. Fees must be reasonable and competitive with prevailing rates at similar golf courses in the area.

iii. The LESSEE agrees to honor any annual memberships that presently exist.

iv. The golf course must be constructed and operated in accordance with federal, state and local laws or regulations relative to civil rights. No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the golf course facilities because of his/her race, color, sex or national origin.

v. The golf course shall be open to the public.

B. The LESSOR shall satisfy the following conditions during the term of this Lease Agreement:

i. The City of Zephyrhills shall advertise the City Youth Program, which is coordinated through the local schools Summer Recreation Program and partially funded by the City of Zephyrhills, and the LESSEE's golf course's participation in such, in the Zephyrhills News, or another comparable local news paper. Such advertisement shall be published at least two (2) weeks prior to commencement of such program so as to provide the children ample opportunity to enroll in the program.

ii. The LESSOR shall provide the LESSEE sufficient Round Up or comparable weed killer to maintain the Airport's fence around the Clear Zone or the LESSOR shall maintain the Airport's fence around the Clear Zone to be free of weeds and long grass.

7. **Licenses, Fees and Taxes:** LESSEE agrees to pay when due all licenses, fees, taxes, ad valorem taxes and assessments charged, assessed or levied by any governmental authority on either LESSEE's business, any activity necessary for LESSEE's business or on the Leased Premises, leasehold improvements, equipment or material. No such payment shall be considered a payment or rent entitling LESSEE to a credit under any other provision of this Lease Agreement. The failure to pay any tax, license, fee or assessment, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenants until such contest shall have been abandoned or the time for objection or appeal has expired.

8. **Maintenance and Turf Management Program:** LESSEE agrees to properly maintain and be solely responsible for the maintenance of the Leased Premises as follows:

A. The LESSEE shall not permit or suffer any waste on the Leased Premises, or the improvements thereon and shall keep and maintain all of the permanent improvements on the demised premises in good condition and repair and keep the same in presentable condition at all times.

B. The golf course turf, rough and hazards shall be improved to and maintained in a condition at least as good as the average condition of other comparable similarly priced and budgeted golf courses in Pasco, Polk and Hernando Counties, subject to natural forces and events beyond the control of the LESSEE and except during scheduled maintenance activities.

Any dispute over the condition of the golf course's turf, rough and hazards shall be determined by the United States Golf Association or another mutually agreed person or entity. The non-prevailing party in the dispute shall

bear the cost of such evaluation by the United States Golf Association or other entity.

C. Unless agreed to between the LESSEE and the LESSOR in writing to the contrary, the LESSEE shall perform at least the minimum maintenance schedules as shown on Schedule "D" attached hereto.

D. The LESSEE anticipates expending approximately \$130,000.00 annually for labor, maintenance and turf management of the course, together with the following:

- i. Fertilize-tees, fairways and greens.
- ii. Chemicals-including but not limited to nemacure, orthene and gammamean LO, herbicides, or their equivalents.
- iii. Equipment Maintenance.
- iv. Labor-(full time and part time) inclusive of superintendent's salary who will need to be hired by LESSEE
- v. Greens keeping Supplies-cups, flags, tee markers and signs.
- vi. Irrigation Maintenance.
- vii. Capital Expenses.

The parties understand that the \$130,000.00 referenced in this paragraph shall rise or decline based on the consumer priced index.

9. **Structures and Improvements:** All structures, buildings, improvements, fixtures or appurtenances thereto, incorporated in or upon the premises leased by the LESSEE, shall at the end of this Lease Agreement become the sole and exclusive property of the LESSOR. All contractors performing work on the Leased Premises must be licensed by the City of Zephyrhills and the County of Pasco or be registered or certified by the state of Florida. Appropriate permits must be obtained from the City of Zephyrhills prior to commencement of any building, electrical or plumbing work on the Leased Premises. A clearance must be obtained from the Pasco County Health Department, if applicable.

10. **Rules and Regulations:** At all times LESSEE shall abide by the rules and regulations of the Federal Aviation Administration and all other regulations imposed by governmental authority, including the City of Zephyrhills, and or Zephyrhills' Airport Authority. The above refers

to all Federal Acts and Statutes applicable thereto, all Federal Aviation Regulations, City Codes and Ordinances and all rules and regulations imposed by the City Council of the City of Zephyrhills which adhere to those items referenced herein as they exist on the date of commencing this Lease Agreement and as modified and amended from time to time.

11. **Reservation of Right of Way:** The LESSOR does hereby reserve unto itself, its successors and assigns, for the use and benefit of the public, the use of airspace for the public above the Leased Premises, together with the right of flight passage or aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircrafts, not known or hereafter used, for navigation or flight in the said airspace, and for use of the said airspace for landing on, taking off from or operating on the airport. In accordance with FAR PART 77, the LESSEE will agree not to create any type of navigational obstruction by means of erecting or constructing any building or other structure which will not be in compliance with required height restrictions. The LESSEE will not create any "HAZARD OF INTERFERENCE" with the operations of the Zephyrhills' Municipal Airport, by creating substances in the atmosphere, which would restrict the visibility of aircraft operations, this creating a safety hazard. In addition, LESSOR does reserve a general easement over, under and across the Leased Premises for public utilities and for access thereto, together with the right to cross the Leased Premises for fire and police needs, all of which shall not be inconsistent with the use of LESSEE. The City of Zephyrhills' duly authorized representative has the right to enter the Leased Premises to perform inspections at reasonable intervals during LESSEE's regular business hours or at any time in case of emergency, to determine whether the LESSEE has complied with and is complying with the terms and conditions of this Lease Agreement.

12. **Insurance:** LESSEE shall purchase and maintain the following insurance on the Leased Premises and all improvements thereto:

A. **Comprehensive or Commercial General and Automobile Liability:** LESSEE shall maintain a policy for liability coverage. Coverage shall be per occurrence to the protect the City of Zephyrhills against claims for injury or death to persons and damage to property while on or about the Leased Premises in the minimum amount of One Million Dollars

(\$1,000,000.00) combined single limits, with Two Million Dollars (\$2,000,000.00) annual aggregate to include completed operations coverage. LESSEE shall hold the Zephyrhills Municipal Airport harmless from any and all claims and liabilities arising during and as a result of LESSEE's use of said Leased Premises. The City of Zephyrhills and the Zephyrhills' Municipal Airport shall be an additional insured on any such policy.

B. **Building Coverage:** LESSEE shall maintain a Fire Policy, including all risk endorsement and extended coverage endorsement for the clubhouse, maintenance and storage sheds. The coverage shall be written on a repair or replacement cost basis, and shall include necessary demolition and debris removal. The City of Zephyrhills and the Zephyrhills' Municipal Airport shall be named insured on any such policy.

C. **Worker's Compensation:** If LESSEE falls under the State of Florida Worker's Compensation Law, coverage shall be provided for all employees. The coverage shall be for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

D. **Certificate of Insurance:** A Certificate of Insurance, evidencing the coverage stated above, shall be delivered to the Airport Manager ten (10) days prior to the effective date of this Lease. This Certificate shall also provide that the Airport Manager will be notified, by the insured company, in writing thirty (30) days in advance of any cancellation of such insurance.

E. **Insurance/Hold Harmless:** LESSEE shall indemnify, hold harmless, and defend the City of Zephyrhills, its official agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, (including trespass), liability, cost and expense whatsoever, of any kind of nature (including, but not limited to reasonable attorney's fees, court costs, and expert fees based upon injury to persons, including death, or damage to property arising out of, and resulting from, LESSEE's use and occupancy of the Leased Premises.

LESSEE shall indemnify, hold harmless, and defend the City of Zephyrhills, its agents and

employees, its successors and assigns, individually or collectively, from and against any liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions or regulations by LESSEE, its agents, employees, licenses, successors and assigns, or those under its control.

13. **Hazardous Materials Covenants:** LESSEE hereby represents and warrants to and for the benefit of the City of Zephyrhills that the Leased Premises will not be used or operated in any manner that will result in the storage, use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. #6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24,69601 et seq.) ("CERCLA") as amended from time to time and regulations promulgated thereunder, (iii) asbestos (iv) polychlorinated biphenyls, (v) urea formaldehyde, (vi) any substance the presence of which is prohibited by applicable environmental laws and regulations ("Laws"), or by any other legal requirements affecting the premises; (vii) petroleum based materials (with the exception of tires affixed to vehicles), and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises' soil, surface water, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises. In addition to and without limiting the generality of any other provisions of this Lease Agreement, LESSEE shall and hereby does indemnify and hold the City of Zephyrhills harmless from and against all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, costs of litigation and costs of expenses of response, remedial and corrective work and other cleanup activities arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in

CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by LESSEE or LESSEE's employees, agents, delegees, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occupance of Hazardous Materials Contamination affecting the Leased Premises resulting from LESSEE or its agent's use of the Leased Premises. The provisions of this section shall survive any acquisition of the Leased Premises by the City of Zephyrhills, and such provisions shall remain in full force and effect as long as the possibility exists that the City of Zephyrhills may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities. The insurance specified above shall, either by provision in the policies or by special endorsements attached thereto, insure the City of Zephyrhills against the risks to which it is exposed as the owner of the airport and as the grantor of the right to operate the concession business authorized to be conducted under this Lease Agreement, except for Worker's Compensation and Employers' Liability coverage, all policies shall include the City of Zephyrhills and all of its officers, employees and agents as additional named insureds, shall contain a standard cross-liability provision and shall stipulate that no insurance held by the City of Zephyrhills will be called on to contribute to a loss covered thereunder. The City of Zephyrhills shall have no liability for any premiums charged for such coverage, and the inclusion of the City of Zephyrhills as an additional insured is not intended to, and shall not make the City of Zephyrhills a partner or joint venturer with LESSEE in LESSEE's operations at the Leased Premises. Such policies shall also insure LESSEE against the risk to which it is exposed as the operator of the concession business authorized under this Lease Agreement and shall be for full coverage with any deductibles and for retention subject to approval by the City of Zephyrhills and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation. The original or a certified copy of the above policy or policies, together with certificates evidencing the existence thereof, all in such form as the airport manager may require, shall be delivered to the manager upon the execution of this Lease Agreement. In the event a binder is delivered it shall be replaced within ten (10) days by the original or a certified copy of the policy. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving sixty (60) days written notice in advance thereof to

the City of Zephyrhills' Municipal Airport Manager, Zephyrhills' Municipal Airport, 39450 South Avenue, Zephyrhills, Florida 33540, by certified mail, return receipt requested. A renewal policy shall be delivered to the airport manager at least thirty (30) days prior to the policy's expiration date, except for any policy expiring on the expiration date of this Lease Agreement or thereafter. The City of Zephyrhills reserves the right to review, every year, the insurance provisions stated herein as to the amount of coverage, new types of insurance and new terms (such as combined single limit coverage). If such review indicates that the LESSEE's insurance coverage is below the recommended minimum of the Airports Council International (ACI), or the American Association of Airport Executives (AAAE), the City of Zephyrhills reserves the right to modify the insurance coverage which LESSEE must carry under this Lease Agreement.

14. **Damage or Destruction to Premises:** LESSEE shall replace or repair the premises in the event of damage or casualty to all or part thereof. All insurance proceeds received by reason of any such damage or destruction shall be applied to such replacement or repair.

15. **Lessor's Interest not Subject to Lien:** LESSOR's title and interest in the Leased Premises shall not be labile for or subject to liens arising out of any improvements on the property. All contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services or who furnish any material, or otherwise participate in the improvement to the Leased Premises are hereby given notice that the LESSEE has no power to subject the LESSOR's interest to any claim for mechanic's, materialmen's or laborer's liens, or for any other lien, mortgage or encumbrance.

16. **Default:** Occurrence of any of the following by or against LESSEE, its successor or assigns shall be deemed to be a default by LESSEE and a breach of this Lease Agreement:

- A. Voluntary or Involuntary Bankruptcy.
- B. The making of an assignment for the benefit of creditors.
- C. Failure to make a lease payment within fifteen (15) days after due.
- D. Default in performance of any covenant or condition of this Lease Agreement to be kept or performed for thirty (30) days after written notice from LESSOR.

E. An assignment of this Lease Agreement, without prior written consent of LESSOR. In this provision, an assignment or transfer of this Lease Agreement shall include any and all interest which one may have or claim in this Lease Agreement.

F. The failure of LESSEE to continuously operate the facility and its related activities for which the Leased Premises are leased as required by paragraph 4 herein.

G. The failure of the LESSEE to complete the improvements pursuant to acceptable specifications and within the time required in paragraphs 5 and 6 hereto, or within any extension of time.

H. The failure of the LESSEE to maintain the Leased Premises and the golf course in the condition required in paragraph 8.

I. The levy of execution or attachment of the leasehold interest of LESSEE by process of law or otherwise in satisfaction or partial satisfaction of any judgment, debt or claim; provided LESSEE shall have the right to contest any such action against it and during the period of contest no breach shall occur as a result of any such action. In addition, LESSEE may post substitute security for the lien of any such judgment or legal process, and cause the lien to be transferred to the security, in which case, there shall be no default under Lease Agreement. Upon the happening of any event of default, and said default remaining uncured for a period of thirty (30) days after notice thereof by LESSOR to LESSEE, the LESSOR may, at its option, pursue any one or more of the following: (i) Terminate the term of this Lease Agreement and the same end as if terminated by lapse of time and LESSOR may re-enter and take possession of the Leased Premises, and all equipment therein, or (ii) terminate LESSEE's right to possession and occupancy of the Leased Premises, and without terminating the terms of this Lease Agreement and in that event the same shall be effective as of the date of written notice of LESSOR's election given to LESSEE at any time after the date of such event of default, or (iii) take any other action permitted by law. Upon any termination of said terms, whether by lapse of time or otherwise, or upon any termination of LESSEE's right to possession or occupancy of said Leased Premises without terminating said terms, LESSEE shall promptly surrender possession and vacate said Leased Premises and LESSEE hereby

grants to LESSOR full and free license to enter into and upon the same Leased Premises and the improvements situated thereon in such an event without process of law and to expel and remove LESSEE and any others who may be occupying said Leased Premises and to remove therefrom any and all property using for such purpose such force as may be necessary, and LESSOR shall not be guilty of or liable for trespass, eviction or forcible entry or detainer and said re-entry shall be without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder by operation of law.

17. **Breach by Lessor:** In addition to all other remedies available to LESSEE, this Lease Agreement shall be subject to cancellation by LESSEE upon giving thirty (30) day written notice to the City of Zephyrhills, should any one or more of the following events occur:

A. The breach by the LESSOR in performance of any covenant or any agreement required to be performed by LESSOR and the failure of LESSOR to commence to remedy such breach for a period of thirty (30) days after receipt of notice of breach by LESSOR.

B. The assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the airport in such a manner as to substantially restrict LESSEE from operating thereon for a period of at least ninety (90) consecutive days.

18. **Waiver of Default:** No waiver of any breach of any of the terms, covenants, conditions or stipulations hereof shall be construed to be a waiver of any other succeeding breach of the same or any other term, covenant, condition or stipulation hereof.

19. **Non-Discrimination:** LESSEE, for itself, is successors in interest or assign, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of the Lease Agreement that in the event facilities are constructed, maintained or otherwise operated on the said property described in the said Lease Agreement. LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed, pursuant to 49 CFR Part 21, Non-discrimination in federally assisted programs of the Department of Transportation and as said Regulation may be amended. LESSEE, for itself, successor in interest or assigns as part of the consideration hereof, does hereby covenant and agree as a covenant running with land during the term of this Lease Agreement that:

A. No person on the grounds of race, color, gender, religion, age or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the said facilities.

B. That in the construction of any improvements on, over or under such land or the furnishing of service thereof, no person on the grounds of race, color, gender, religion, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

C. The Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Non-Discrimination in federally assisted programs of the Department of Transportation, and as said regulations may be amended.

20. **Non-Exclusive Rights:** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease Agreement are non-exclusive and LESSOR herein reserves the right to grant similar privileges to another operator or operators on other parts of the airport.

21. **Height Restrictions:** LESSEE expressly agrees for itself, its successors and assigns to restrict the height of all structures, objects of natural growth and other obstructions on the Leased Premises to such height as to comply with Federal Aviation Regulation, Part 77.

22. **Creation of No Hazard:** The LESSEE expressly agrees for itself, its successors and assigns to prevent any use of the Leased Premises which would interfere with or adversely affect the operation of maintenance of the airport, or otherwise constitute an airport hazard.

23. **Attorney Fees:** In the event either party is forced to retain the services of an attorney for enforcement or collection, the defaulting party agrees to pay all costs thereof including a reasonable attorneys' fee.

24. **Notices:** Any notice required or permitted hereunder shall be given in writing via Registered Mail to the following addresses:

LESSOR: *City of Zephyrhills*
 5335 Eighth Street
 Zephyrhills, Florida 33540

LESSEE

*Under Par, Inc.
c/o Silver Oaks
36841 Clubhouse Drive
Zephyrhills, Florida 33542*

Such notice, when mailed shall be conclusively deemed to have been delivered

25. **Miscellaneous:**

A Signs: LESSEE may keep and maintain a sign at the entrance normally used by occupants of the area in which the Leased Premises are located designating the business being operated thereon

B. Delay/Enforcement: Failure or delay by LESSOR or LESSEE in enforcing any provision of this Lease Agreement shall not constitute a waive of LESSOR's or LESSEE's right to enforce said breach or any subsequent breach hereof. Any waiver by LESSOR or LESSEE must be in writing.

C. Survey: LESSOR will be responsible for all fees incurred by the survey. The parties agree that it will only be necessary to survey any areas that deviate from those areas encompassed under the existing Lease Agreement. This understanding, however, is not intended to preclude the LESSOR from having a complete survey conducted at its own expense, if at some time in the future it desires to do so

D. Damage or Destruction to Leased Property: If any leasehold improvements shall be damaged or destroyed, then LESSEE shall repair or replace the same, returning them to pre-damage condition, within a reasonable period of time, not to exceed sixty (60) days.

E. Alteration: LESSEE is hereby granted the right to make reasonable alterations and modifications to the fixed improvements located on the Leased Premises from time to time it shall desire to make, provided, however, that alterations requiring a building permit must be approved in advance in writing by LESSOR, which approval shall not unreasonably be withheld.

F. Removal of Alteration: The LESSOR may at its sole option, at the termination

of the Lease Agreement, require LESSEE to remove any alterations, additions or improvements made to the Leased Premises by LESSEE and restore the premises to its original condition.

G. Utilities: LESSEE shall be responsible for all utilities and connection fees involved with the Leased Premises.

H. National Emergency: During any national emergency declared by the President or by Congress, the United States shall have the right to take exclusive or nonexclusive control and possession of the Leased Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

I. License for Passage: The LESSOR does hereby grant to LESSEE a license to passage on behalf of itself, its employees, servants and invitees over and across the portion of the Clear Zone of the Zephyrhills' Municipal Airport outside of the safety area (fence) and northeast of that certain drainage ditch, which transections the Clear Zone. This license is given for the purpose of allowing the LESSEE and its employees to maintain the Leased Premises for the purpose of a golf course, and to allow golfers and their equipment to traverse the Clear Zone.

J. Release: In further consideration of this Lease Agreement the LESSEE, on its own behalf and its officers and directors and in particular President/Director does hereby release the LESSOR, its officers and employees from any and all claims that it may have against the LESSEE from the beginning of time to the date of execution of Lease Agreement.

K. Water: The LESSOR agrees to provide as much water to the LESSEE at may need and/or chooses to use and LESSEE agrees to pay \$50.00 per month for the receipt of such water thru September 2005 and thereafter to pay for such water at a rate fixed by the LESSOR, which shall not exceed the rates established for effluent water by Pasco and Polk Counties. As further consideration of the Lease Agreement and so to ensure the LESSEE's ability to receive and use such water, the LESSOR agrees to provide the LESSEE with the labor necessary to complete the improvements to the existing automatic irrigation system that is in place on the Leased Premises.

L. There have been two (2) prior Lessees to this Property, to-wit; Lorvid, Inc., and Zephyrhills Golf Associates, LLC. There is approximately \$80,000.00 worth of debts owed to the LESSOR from the prior tenants. The LESSOR does hereby forgive the present assignee and LESSEE, Under Par, Inc., and does hereby release the assignee, LESSEE, Under Par, Inc., from any indebtedness owed by the former two (2) tenants.

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

Signed, Sealed and Delivered in the Presence of:

LESSOR-City of Zephyrhills

Steven F Spina
Witness: Steven F Spina

Beverly A Jones
Witness: Beverly A Jones

Attest: Linda D. Boan
LINDA D. BOAN, City Clerk

By: Clyde C Bracknell
Name: CLYDE C. BRACKNELL
Its: COUNCIL PRESIDENT

LESSEE-Under Par, Inc.

Steven F Spina
Witness: Steven F Spina

Beverly A Jones
Witness: Beverly A Jones

By: [Signature]
Name: FUMIHIRO DOI
Its: President

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, this day personally appeared CLYDE C. BRACKNELL, President of the City Council of the City of Zephyrhills, a municipal corporation and LINDA D. BOAN, City Clerk of the City of Zephyrhills, Florida, a municipal corporation, who being first duly sworn on oath, depose and say that they signed the Agreement for the purposes contained therein.

WITNESS my hand and official seal this 23rd day of SEPTEMBER, A.D., 2002

SEAL/EXPIRATION:

STATE OF FLORIDA
COUNTY OF PASCO



Katrina Bouthot
NOTARY PUBLIC - Katrina Bouthot

BEFORE ME, this day personally appeared FUMIHIRO Doi as PRESIDENT of UNDER PAR, INC., who being first duly sworn on oath, depose and say that they signed the Agreement for the purposes contained therein.

WITNESS my hand and official seal this 30th day of SEPTEMBER, A.D., 2002.

SEAL/EXPIRATION:



LINDA D. BOAN
MY COMMISSION # CC914878 EXPIRES
June 15, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Linda D. Boan
NOTARY PUBLIC - Linda D. Boan

Prepared by:
THOMAS P. McALVANA, ESQUIRE
5739 Gall Boulevard
Zephyrhills, Florida 33541
(813) 782-2002

Exhibit "A"
Lease Agreement

Zephyrhills Municipal Golf Course

Parcel 1:

A portion of Section 13, Township 26 South, Range 21 East, in Pasco County, Florida, being further described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 13, Township 26 South, Range 21 East; thence N. 00° 07' 12" W., along the West boundary of said NW 1/4 of SE 1/4 a distance of 447.77 feet for a Point of Beginning; thence N. 79° 30' 09" W., a distance of 14.16 feet; thence N. 61° 42' 06" W., a distance of 492.07 feet; thence N. 45° 53' 51" W., a distance of 158.12 feet; thence N. 34° 07' 15" E., a distance of 505.03 feet; thence N. 42° 18' 52" E., a distance of 340.00 feet; thence S. 84° 04' 51" E., a distance of 250.80 feet; thence S. 47° 20' 53" E., a distance of 261.00 feet; thence S. 66° 34' 34" E., a distance of 1438.46 feet; thence S. 23° 05' 45" W., a distance of 217.14 feet; thence S. 33° 52' 36" E., a distance of 250.44 feet; thence S. 68° 07' 34" E., a distance of 119.47 feet; thence S. 20° 08' 32" W., a distance of 103.50 feet; thence N. 89° 23' 58" W., a distance of 1137.75 feet; thence N. 56° 34' 29" W., a distance of 418.87 feet; thence N. 79° 30' 09" W., thence N., 361.20 feet to the West boundary of the NW 1/4 of the SE 1/4 of said Section 13 and the Point of Beginning. Said parcel containing 40.89 acres, MOL

Parcel 2:

A portion of Section 13, Township 26 South, Range 21 East, in Pasco County, Florida, being further described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 13, Township 26 South, Range 21 East, thence N. 00° 07' 12" W., along the West boundary of said NW 1/4 of SE 1/4 a distance of 447.77 feet; thence N. 79° 30' 09" W., a distance of 14.16 feet; thence N. 61° 42' 06" W., a distance of 492.07 feet; thence N. 45° 53' 51" W., a distance of 909.35 feet for a Point of Beginning; thence continue N. 45° 53' 51" W., a distance of 212.90 feet; thence N. 06° 09' 56" E., a distance of 1191.03 feet; thence N. 22° 41' 48" W., a distance of 271.57 feet; thence N. 89° 39' 56" E., a distance of 339.49 feet; thence S. 00° 20' 04" E., a distance of 120.00 feet; thence N. 89° 39' 56" E., a distance of 514.17 feet; thence S. 00° 10' 37" W., a distance of 495.60 feet; thence S. 42° 39' 07" W., a distance of 55.9 feet; thence S. 11° 15' 44" W., a distance of 385.90 feet; thence S. 42° 59' 20" W., a distance of 340.00 feet; thence S. 51° 10' 57" W., a distance of 435.84 feet to the Point of Beginning. Said parcel containing 22.33 acres MOL

Parcel 3:

That portion of Section 13, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commencing at the SW corner of the NW 1/4 of the SE 1/4 of the aforementioned Section 13; thence N. 00° 07' 12" W., along the North-South centerline, a distance of 2289.50 feet; thence S. 89° 52' 48" W., a distance of 373.26 feet to a found 1/2" iron rod Number LB 107 lying 100.00 feet Northwesterly at right angles to the centerline of the existing taxiway for a Point of Beginning; thence N. 00° 10' 37" E., a distance of 495.60 feet to a found 1/2" iron rod Number LB 107; thence N. 89° 39' 56" E., a distance of 457.49 feet to a point lying 100 feet NW of the centerline of the aforementioned taxiway; thence S. 42° 39' 07" W., 100.00 feet NW and parallel to said centerline a distance of 677.47 feet to the above described found iron rod and the Point of Beginning. Said parcel containing 2.6 acres MOL.

LEASE PAYMENTS ON THE PROPERTY ABOVE DESCRIBED SHALL BE ALLOCATED AS FOLLOWS:

- i. 48.6 acres, MOL, under FAA jurisdiction; and
- ii. 16.89 acres, MOL, under City jurisdiction.

BUSINESS ITEMS/CITY MANAGER'S REPORT 3.1

Schedule a Date for the 2022 Municipal Election Mayor's Caucus

Issue:

Request Council's approval to set a date and time for a Mayor's Caucus to update the City's website with the 2022 City of Zephyrhills Municipal General Election Information to include important dates, seats up for election and candidate requirements.

Background:

The qualifying period for the upcoming Municipal Election of April 12, 2022 begins Tuesday, February 8th at noon and ends Tuesday, February 15th at noon. A Mayor's Caucus needs to be scheduled following the qualifying period to accept candidate petitions who are seeking the office of Council Seat 1 and Council Seat 4.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff requests Council set a date and time for the Mayor's Caucus following the qualifying period which ends at noon on Tuesday, February 15th.

CITY ATTORNEY'S REPORT 4.1

Abbott Square CDD Ordinance

First Reading **ORDINANCE NO. 1430-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AN ORDINANCE ESTABLISHING THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS AND AN EFFECTIVE DATE."**

Issue:

First Reading of Ordinance 1430-21, Establishing the Abbott Square Community Development District, pursuant to Chapter 190, Florida Statutes.

Background:

Lennar Homes, LLC, has petitioned the City Council of the City of Zephyrhills to adopt an ordinance establishing the boundaries of the Abbott Square Community Development District ("District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers. The proposed District is located entirely within the City of Zephyrhills, Pasco County, Florida and covers approximately 173.19 acres of land (MOL). The District is comprised of six (6) parcel identification numbers: 04-26-21-0000-00300-0000, 04-26-21-0000-00300-0010, 04-26-21-0000-00300-0020, 04-26-21-0000-00300-0021, 04-26-21-0010-10200-0000, and 04-26-21-0010-10100-0000, and is generally located west of Simons Road, south of Paddock Lane and Austin Smith Road and north of Eiland Boulevard.

Analysis:

The proposed District is generally located west of Simons Road, south of Paddock Lane and Austin Smith Road and north of Eiland Boulevard, was the subject of a petition to establish the boundaries of the District, and is consistent with the requirements of Chapter 190, Florida Statutes concerning establishment of the proposed District. All land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Zephyrhills Comprehensive Plan. The area of land within the District is part of a planned community, of sufficient size, and sufficiently compact and contiguous for development as one functional and interrelated community. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. The area served by the proposed District is amenable to separate special-district government. The

District will provide public infrastructure, services, and facilities along with operation and maintenance of the same to the master planned residential development.

Attachment(s):

1. Ordinance 1430-21 - Abbott Square CDD 11-15-2021
2. Ordinance 1430-21 Exhibit 1
3. Ordinance 1430-21 Exhibit 2

Fiscal Impact:

The fiscal impact is expected to be minimal. First, the costs associated with review and approval of the proposed District are offset by a state mandated filing fee. Second, the only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, which minimal costs are expected to be offset by property tax revenues from property within the District.

Staff Recommendation:

Approval of the Petition to Establish Abbott Square Community Development District as outlined in Ordinance No. 1430-21. At the conclusion of the adoption public hearing to be held on December 13, 2021, a certified copy of Ordinance No. 1430-21 shall be filed with the Office of the Secretary of State by the Clerk to the City Council of the City of Zephyrhills within ten (10) days after adoption of this Ordinance

ORDINANCE NO. 1430-21

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AN ORDINANCE ESTABLISHING THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND AN EFFECTIVE DATE.

WHEREAS, Lennar Homes, LLC (the “Petitioner”) has petitioned the City Council of the City of Zephyrhills (the “City”) to adopt an ordinance establishing the boundaries of the Abbott Square Community Development District (the “District”) pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Abbott Square Community Development District (the “Petition”) are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the City of Zephyrhills Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

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

SECTION 1. AUTHORITY

This Ordinance is enacted pursuant to Chapters 125 and 190, Florida Statutes (2021), and under the home rule powers of the City.

SECTION 2. LEGISLATIVE FINDINGS OF FACT

The foregoing Whereas clauses, incorporated herein, are true and correct.

SECTION 3. AUTHORITY AND POWER OF THE DISTRICT

a. There is hereby established the District, as depicted in Exhibit 1 of the Petition, and the external boundaries of which are described in Exhibit 2 of the Petition, which

shall operate in accordance with those requirements as set forth in Florida Statutes, Chapters 189 and 190, the Uniform Community Development District Act of 1980, as amended.

b. The establishment of the District shall not affect any requirements for governmental approval of any construction within the District. The Planned Unit Development zoning conditions of approval for “The District at Abbott Square” (“PUD Conditions of Approval”), if any, and as may be amended, pertaining to land within the District shall remain in effect. All other State and local development regulations shall apply. Planning, environmental, and land development regulations shall apply to all development and construction within the District regardless of who undertakes such activity. Further, the District shall not have the authority to adopt a comprehensive plan, building code, or land development code.

c. The District shall have no eminent domain powers outside its boundaries without first obtaining the expressed written approval of the City Council of the City of Zephyrhills by resolution.

d. The District shall have no authority to fund or construct improvements outside its boundaries except for improvements required to satisfy obligation(s) set forth in the PUD Conditions of Approval, if any, and as applicable. Any such required improvements shall be authorized without the requirement to first enter into an Interlocal Agreement with the City Council of the City of Zephyrhills authorizing such expenditures.

e. The District shall comply with all applicable provisions of Chapter 189, Florida Statutes, including, but not limited to, the requirement that a “Public Facilities Report” be made and submitted to the City and Pasco County (the “County”) in accordance with Section 189.08, Florida Statutes.

SECTION 4. POWERS AND DUTIES OF THE DISTRICT

The exclusive charter for the District shall be the uniform community development district charter as set forth in Florida Statutes 190 which includes, but is not limited to, the following:

a. The District shall provide financial reports to the Department of Financial Services in the same form and in the same manner as all other political subdivisions, including the City.

b. The District shall fully disclose information concerning the financing and maintenance of real property improvements undertaken by the District. Such information shall be made available to all existing and prospective residents of the Abbott Square Community Development District and the City.

c. All contracts for the initial sale of real property and residential units within the District shall disclose to the buyer the existence of the District and the District’s authority to levy taxes and assessments. Both the text and the placement of the text in the contract of sale must appear as mandated by law.

d. The District shall have the authority to pledge only the District’s funds, revenues, taxes, and assessments to pay the District’s indebtedness.

e. All bonds issued by the District shall be secured by a trust agreement between the District and a corporate trustee or trustees.

f. In the event of a default on District Bonds, the obligations of the District shall not constitute a debt or obligation of the City, County, any other municipality, or the State.

g. The District shall be subject to the Florida Constitution provision requiring approval of ad valorem taxes by referendum; the millage rate for such taxes shall be limited by statute. In addition to the millage cap, the aggregate principal amount of general obligation bonds outstanding at any one (1) time shall not exceed thirty-five (35) percent of the assessed value of the property within the District. Should the residents of the District impose ad valorem taxes upon

themselves, such taxes shall be in addition to the County's and other ad valorem taxes and shall be assessed, levied, and collected in the same manner as the County's taxes.

h. Rates, fees, rentals, and other charges for any facilities or services of the District shall be established only after a noticed public hearing.

i. Within thirty (30) days after the effective date of this Ordinance, the District shall record a Notice of Establishment of District Boundaries in the property records of the County, which said notice shall include at least the legal description of the property within the District and the notice required to be given to buyers of property within the District.

SECTION 5. BOARD OF SUPERVISORS OF THE DISTRICT

a. The District Board of Supervisors shall exercise the powers and responsibilities granted to the District.

b. The members of the District's Board of Supervisors shall be residents of Florida and citizens of the United States. The names of the five (5) persons designated to be the initial members of the Board of Supervisors are listed in the Petition.

c. After the Board of Supervisors shifts to being elected by the resident electors of the District, the supervisors shall also be residents and electors of the District.

d. Candidates for the District's Board of Supervisors seeking election to office by the qualified electors of the District shall be subject to the same campaign financing disclosure requirements and oath of office requirements as candidates for any other public office.

e. The compensation of each supervisor is limited to Two Hundred and 00/100 Dollars (\$200.00) per meeting (not to exceed Four Thousand Eight Hundred and 00/100 Dollars [\$4,800.00] per year), plus standard State travel and per diem expenses, unless a higher compensation is approved by a referendum of the residents of the District.

f. All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.

g. The District's Board of Supervisors shall follow Chapter 120, Florida Statutes, procedures in adopting rules.

h. The records of the District's Board of Supervisors must be open for public inspection by any person at any reasonable time, pursuant to Chapter 119, Florida Statutes, and the said records shall be kept in the manner and in the place mandated by law.

SECTION 6. DISTRICT BUDGET

a. The District budget shall be adopted annually by the District's Board of Supervisors, and prior to approval by the said Board, shall be the subject of a duly noticed public hearing at which the said Board must hear all objections to the budget.

b. Proposed District budgets shall be submitted by the District's Board of Supervisors to the County at least sixty (60) days before adoption by the District's Board of Supervisors.

SECTION 7. FUNCTIONS OF THE DISTRICT

a. The District may exercise the general powers provided in Section 190.011, Florida Statutes.

b. The District may exercise the statutory powers including, the powers set forth in Sections 190.012(1)(a)-(h), (2)(a), (c), (d) and (f), Florida Statutes.

c. The powers and functions of the District do not replace, diminish, or obviate the applicability of any City ordinance to the property and the development of the property currently within the District, as described in Exhibit 2 of the Petition, and as the District might be expanded or contracted.

SECTION 8. MISCELLANEOUS PROVISIONS

a. The City may require, based upon the numbers of residential units planned within the District, that the District’s community facilities be used to accommodate the establishment of a polling place by the Pasco County Supervisor of Elections.

b. The City, at its option, may adopt a non-emergency ordinance providing a plan for the transfer of a specific community development service from the District to the City. The plan shall provide the assumption and guarantee of the District debt that is related to the service and shall demonstrate the ability of the City to provide the service as efficiently as the District at a level of quality equal to or higher than that actually delivered by the District and at charge equal to or lower than the actual charge by the District.

c. The District shall not levy assessments on any property lying within the boundaries of the District either owned or to be owned by the City, the County, or the District School Board of Pasco County. All applicable documents pertaining to the undertaking of funding and construction by the District shall reflect the following: (1) all District-related assessments shall not apply to any property either owned or to be owned by the City, the County or the District School Board of Pasco County; and (2) no debt or obligation of such District shall constitute a burden on any property either owned or to be owned by the City, the County or District School Board of Pasco County.

d. Any and all property owned by the District shall be subject to, and the District shall pay, all City and/or County imposed user fees, including, but not limited to, stormwater utility and solid waste disposal fees, whether or not such fees are collected via the non-ad valorem assessment method. Further, property within the boundaries of the District may be subject to existing or future taxes, assessments, or user fees imposed by the City and/or the County, or any existing or future dependent district of the City and/or the County, and such taxes, assessments, and user fees could be equal in priority to the District’s assessments and fees. Such taxes, assessments and user fees shall not be considered inconsistent with, or an impairment of, the financial obligations of the District, and the possibility of such taxes, assessments, and user fees shall be disclosed in all applicable documents pertaining to the undertaking of funding and construction by the District.

e. The Petition to Establish the Abbott Square Community Development District is attached hereto in its entirety and incorporated herein.

SECTION 9. SEVERABILITY

To the extent that any portion of this Ordinance is in conflict with Chapter 190, Florida Statutes or any other Florida Statute, as amended, then the Florida Statutes shall govern, and the remainder of this Ordinance shall be construed as not having contained such section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 10. EFFECTIVE DATE

A certified copy of this Ordinance shall be filed in the Office of the Secretary of State by the Clerk to the City Council of the City of Zephyrhills within ten (10) days after adoption of this Ordinance and shall take effect upon filing.

The foregoing Ordinance No. 1430-21 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 29th day of November, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1430-21 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 13th day of December, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1430-21 was approved by me this 13th day of December, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content.

Matthew E. Maggard, City Attorney

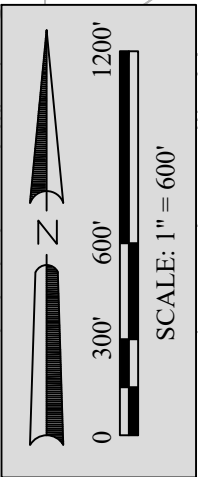
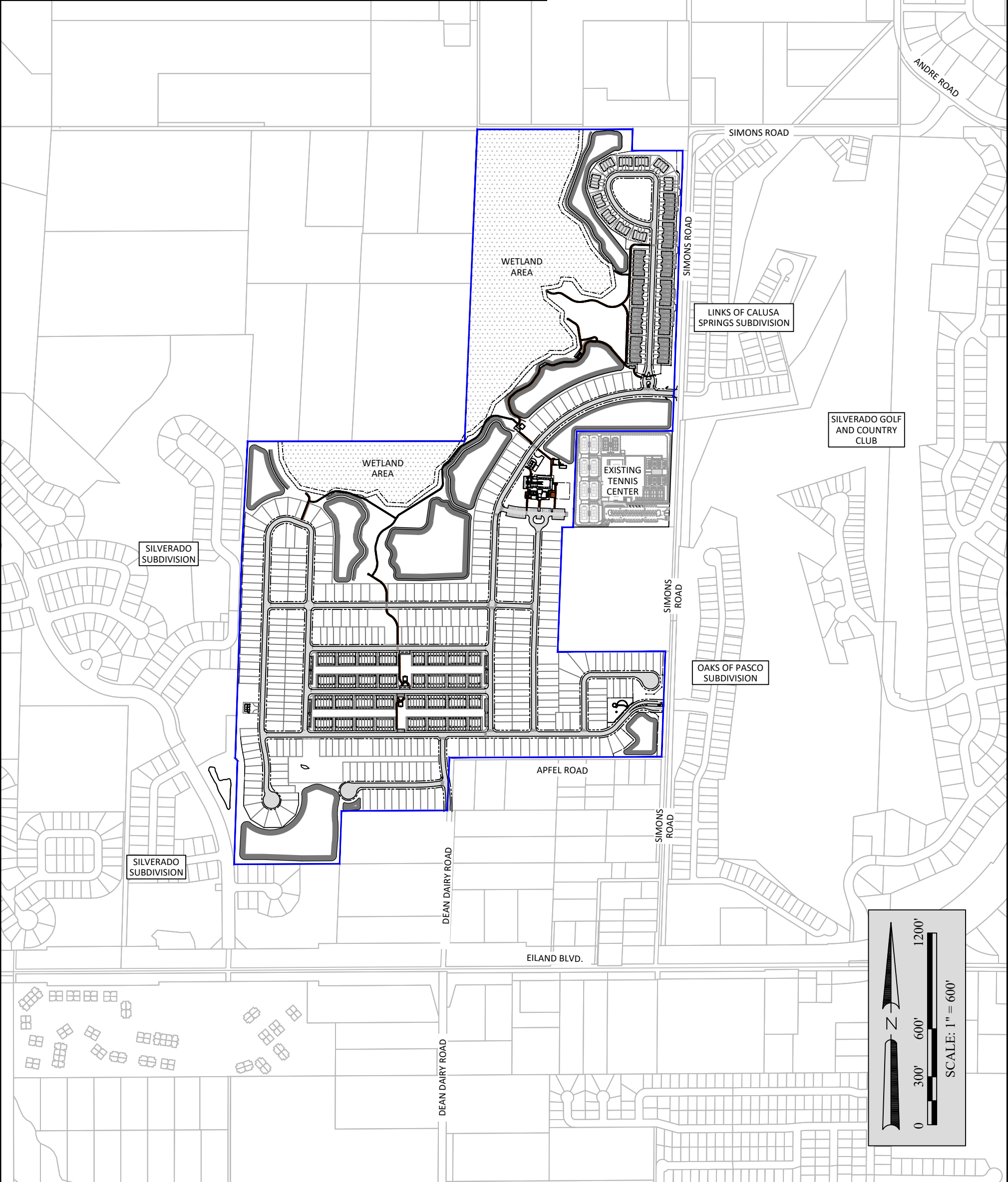
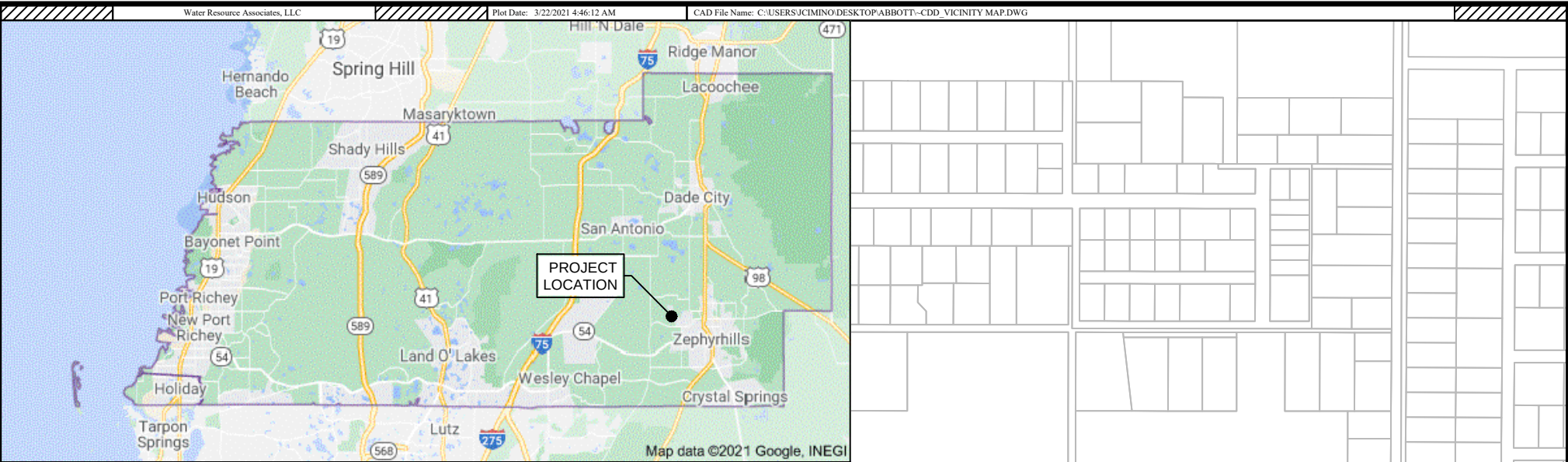


EXHIBIT 2

LEGAL DESCRIPTION: PER OFFICIAL RECORDS BOOK 5488, PAGE 1755

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21, EAST, PASCO COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE RUN N 02 DEG 17' 56" E, A DISTANCE OF 1328.82 FEET; THENCE N 03 DEG 26' 50" E, A DISTANCE OF 664.52 FEET; THENCE S 89 DEG 36' 21" E, A DISTANCE OF 652.50 FEET; THENCE S 02 DEG 41' 02" W, A DISTANCE OF 1991.52 FEET; THENCE N 89 DEG 45' 29" W, A DISTANCE OF 652.50 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA; THENCE RUN 02 DEG 17' 56", ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 1328.82 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N 03 DEG 26' 05" E; ALONG THE WEST BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 664.52 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG SAID NORTH BOUNDARY S 89 DEG 36' 21" E, A DISTANCE OF 652.5 FEET; THENCE S 02 DEG 41' 02" W, A DISTANCE OF 1991.52 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG THE SOUTH BOUNDARY, N 89 DEG 45' 29" W, A DISTANCE OF 652.5 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PER OFFICIAL RECORDS BOOK 5189, PAGE 1056

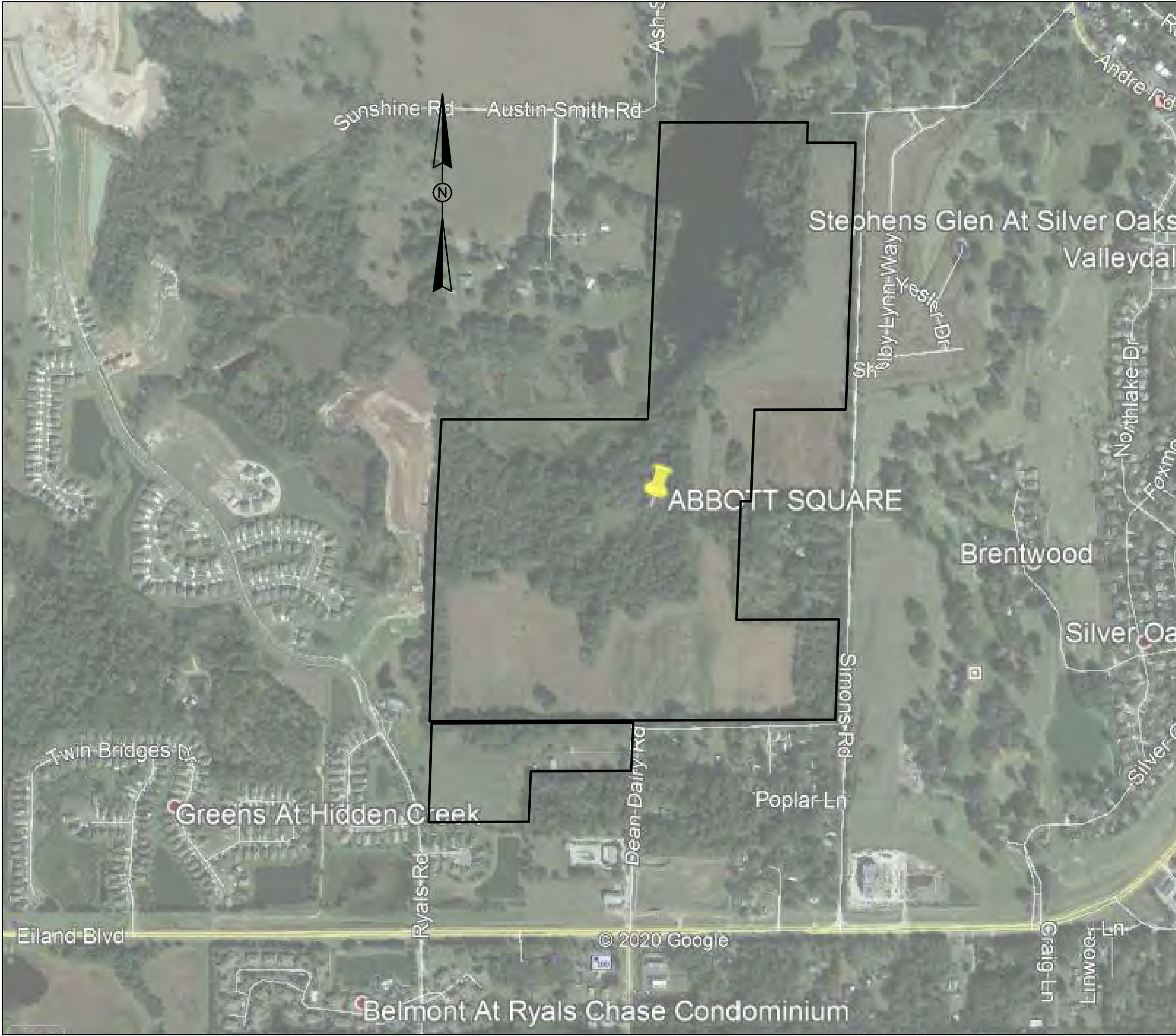
THE NORTH THREE-FOURTHS (N3/4) OF THE WEST ONE-HALF (W1/2) OF THE EAST ONE-HALF (E1/2); THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4); AND THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4), ALL IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, LESS EXISTING ROAD RIGHTS OF WAY;

AND LESS 12.53 ACRES DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, THENCE RUN WEST 700 FEET, THENCE NORTHERLY 780 FEET PARALLEL TO THE EAST BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4), THENCE EAST 700 FEET TO THE EAST BOUNDARY LINE, AS EXTENDED, OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4), AND THENCE SOUTH TO THE POINT OF BEGINNING;

AND ALSO LESS 1.5757 ACRES DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST (NE) CORNER OF THE WEST ONE-HALF (W1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, THENCE SOUTH 150 FEET, THENCE WEST 351 FEET, THENCE NORTH 133.5 FEET, THENCE WEST 969 FEET, THENCE NORTH 16.5 FEET, THENCE EAST 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO WIT: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN NORTH 02°17'56" EAST, A DISTANCE OF 1328.82 FEET; THENCE NORTH 03°26'50" EAST, A DISTANCE OF 664.52 FEET; THENCE SOUTH 89°36'21" EAST, A DISTANCE OF 652.5 FEET; THENCE SOUTH 02°41'02" WEST, A DISTANCE OF 1991.52 FEET; THENCE NORTH 89°45'29" WEST, A DISTANCE OF 652.5 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION: PER OFFICIAL RECORDS BOOK 9443, PAGE 2625

PARCEL 1:
TRACT 101 AND THE EAST 109.51 FEET OF TRACT 102, ZEPHYRHILLS COLONY COMPANY LANDS, IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

PARCEL 2:
TRACT 102; LESS AND EXCEPT THE EAST 109.51 FEET THEREOF; AND TRACT 107, ZEPHYRHILLS COLONY COMPANY LANDS, IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Surveyor's Notes: (AS APPLICABLE)

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SUBJECT SITE HAVING A BEARING OF S 89°59'07" E
- 2) THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT AND IS SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS AND/OR EASEMENTS OF RECORD. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY, AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
- 3) THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) NO INFORMATION ON ADJACENT PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THIS SURVEYOR.
- 5) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6) THE BOUNDARY CORNERS AND LINES DEPICTED BY THIS SURVEY WERE ESTABLISHED PER INFORMATION AS FURNISHED.
- 7) UNLESS OTHERWISE SHOWN HEREON, NO JURISDICTIONAL WETLAND AREAS OR OTHER PHYSICAL TOPOGRAPHIC FEATURES HAVE BEEN LOCATED.
- 8) UNDERGROUND ENCROACHMENTS, SUCH AS UTILITIES, STRUCTURES, INSTALLATIONS, IMPROVEMENTS AND FOUNDATIONS THAT MAY EXIST, HAVE NOT BEEN FIELD LOCATED EXCEPT AS SHOWN.
- 9) THIS MAP DOES NOT DETERMINE OR REFLECT OWNERSHIP OF PROPERTY, BOUNDARY LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.
- 10) UNDERGROUND UTILITY LOCATIONS AND IDENTIFICATIONS SHOWN HEREON ARE BASED UPON VISIBLE ABOVE GROUND APPURTENANCES AND DO NOT NECESSARILY SHOW ALL UTILITY LOCATIONS. NO SUBTERRANEAN EXCAVATION HAS BEEN MADE TO DETERMINE UNDERGROUND UTILITY LOCATIONS.
- 11) THE MEASURED MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN CLASS SURVEY AS DEFINED BY THE AMERICAN CONGRESS ON SURVEYING AND MAPPING AND THE AMERICAN LAND TITLE ASSOCIATION.
- 12) TIES FROM BUILDING CORNERS, FENCE CORNERS, SHED CORNERS, ETC., ARE NOT TO BE USED TO REESTABLISH PROPERTY BOUNDARIES.
- 13) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS MADE BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 14) THIS SURVEY HAS BEEN PREPARED EXPRESSLY FOR THE NAMED ENTITIES AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR REUSE THIS SURVEY FOR ANY OTHER PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF HAMILTON ENGINEERING & SURVEYING AND THE CERTIFYING PROFESSIONAL SURVEYOR AND MAPPER.
- 15) NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO ON THIS SURVEY.
- 16) FENCE OWNERSHIP NOT DETERMINED.
- 17) PRINTED DIMENSIONS SHOWN ON THE MAP OF SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
- 18) REPRODUCTION OF THIS SURVEY IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN PERMISSION FROM THE SIGNING SURVEYOR.
- 19) THE WORD "CERTIFIED" IS UNDERSTOOD TO BE AN EXPRESSION OF THE PROFESSIONAL SURVEYOR'S OPINION BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 20) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY DATE AND IS BASED ON FOUND EXISTING MONUMENTATION IN THE FIELD.
- 21) THE SIGNATURE DATE DOES NOT UPDATE OR SUPERSEDE THE DATE OF SURVEY.

COPYRIGHT 2020 – HAMILTON ENGINEERING & SURVEYING, INC.

Legend: (AS APPLICABLE)			
SCIR	SET CAPPED IRON ROD 1/2" LB #7013	ID	IDENTIFICATION
FCR	FOUND CAPPED IRON ROD	LB	LICENSED BUSINESS
FIR	FOUND IRON ROD	CONC	CONCRETE
FCIP	FOUND CAPPED IRON PIPE	CLF	CHAIN LINK FENCE
FIP	FOUND IRON PIPE	B/W	BARBED-WIRE
FCM	FOUND CONCRETE MONUMENT	OUL	OVERHEAD UTILITY LINE
SPKN&D	SET PK NAIL & DISK	UP	UTILITY POLE
FPKN&D	FOUND PK NAIL & DISK	LP	LIGHT POLE
FRS	FOUND RAILROAD SPIKE	GA	GUY ANCHOR
WM	WATER METER	SGN	SIGN
HYD	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
WV	WATER VALVE	CMP	CORRUGATED METAL PIPE
BFP	BACK FLOW PREVENTER	CPP	CORRUGATED PLASTIC PIPE
GI	GRATE INLET	X 99.99	EXISTING ELEVATION
CI	CURB INLET	A/C	AIR CONDITIONING
		(D)	DESCRIPTION
		(C)	CALCULATED
		(P)	PLAT
		(F)	FIELD

HAMILTON

ENGINEERING & SURVEYING, INC.

3408 W. LEWIS STREET
SUITE 101
TAMPA, FL 33609

TEL (813) 250-5636
FAX (813) 250-3636

MAP OF BOUNDARY SURVEY

ABBOTT SQUARE
SIMONS ROAD, ZEPHYRHILLS
FLORIDA, PASCO COUNTY

PREPARED FOR:
LENNAR HOMES, LLC
TAMPA

CERTIFIED TO:

FIELD BOOK/PAGE:
DIGITAL

QUALITY CONTROL FIELD:
VINCE

QUALITY CONTROL OFFICE:
AJM

DATE OF SURVEY:
06-25-2020

DATE OF SIGNATURE:
06-25-2020

FLORIDA LICENSE NO. PSM#6768
CERTIFICATE OF AUTHORIZATION LB #7013
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

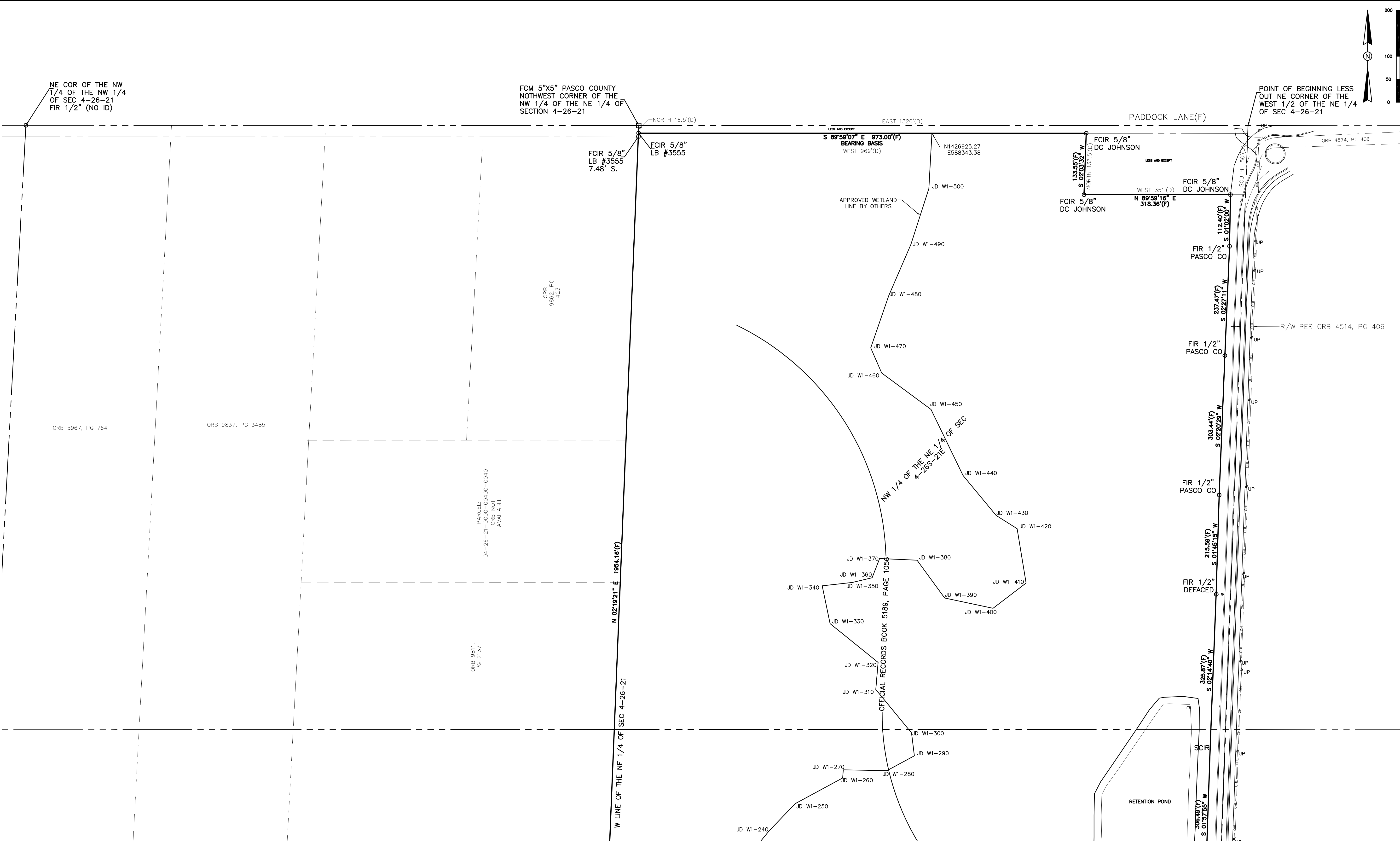
JOB #:
01427.0101

SEC TWP RNG:
4-26-21

SURVEY DATE:
06-11-2020

NOT VALID WITHOUT ALL SHEETS
1 OF 4

J:\001 to 1500\01427 Lennar Homes\0101 ABBOTT SQUARE\SURV\BOUNDARY ONLY\01427.0101 ABBOTT SQUARE BOUNDARY.dwg (BOUNDARY SHEET 2) rcd Jun 24, 2020 -- 10:01 am



Legend: (AS APPLICABLE)

SCIR	SET CAPPED IRON ROD 1/2" LB #7013	ID	IDENTIFICATION	(D)	DESCRIPTION
FCIR	FOUND CAPPED IRON ROD	LB	LICENSED BUSINESS	(C)	CALCULATED
FIR	FOUND IRON ROD	CONC	CONCRETE	(P)	PLAT
FCIP	FOUND CAPPED IRON PIPE	CLF	CHAIN LINK FENCE	(F)	FIELD
FIP	FOUND IRON PIPE	B/W	BARBED-WIRE		
FCM	FOUND CONCRETE MONUMENT	OUL	OVERHEAD UTILITY LINE		
SPKN&D	SET PK NAIL & DISK	LP	UTILITY POLE		
FPKN&D	FOUND PK NAIL & DISK	LP	LIGHT POLE		
FRS	FOUND RAILROAD SPIKE	GA	GUY ANCHOR		
WM	WATER METER	SON	SIGN		
HYD	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE		
WV	WATER VALVE	CMP	CORRUGATED METAL PIPE		
BFP	BACK FLOW PREVENTER	CP	CORRUGATED PLASTIC PIPE		
GI	GRATE INLET	X 99.99	EXISTING ELEVATION		
CI	CURB INLET	A/C	AIR CONDITIONING		

WETLAND LINES SHOWN HEREON WERE PROVIDED BY CLIENT AND NOT REDELINEATED THIS DATE.

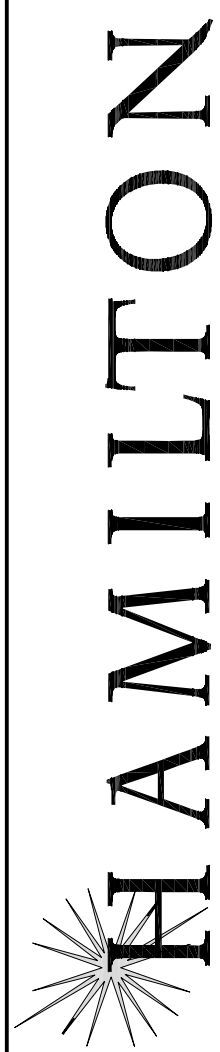
THIS BOUNDARY REPRESENTS A RETRACEMENT OF A PREVIOUS SURVEY DONE BY ALLEN AND COMPANY DATED 10-30-18

PREPARED FOR: LENNAR HOMES, LLC	DRAWN BY: RHF	PARTY CHIEF: VINCE
CERTIFIED TO:	JOB #: 01427.0101	SEC TWP RNG: 4-26-21
FIELD BOOK/PAGE: DIGITAL	SURVEY DATE: 06-11-2020	NOT VALID WITHOUT ALL SHEETS
QUALITY CONTROL FIELD: VINCE	QUALITY CONTROL OFFICE: AJM	

MAP OF BOUNDARY SURVEY

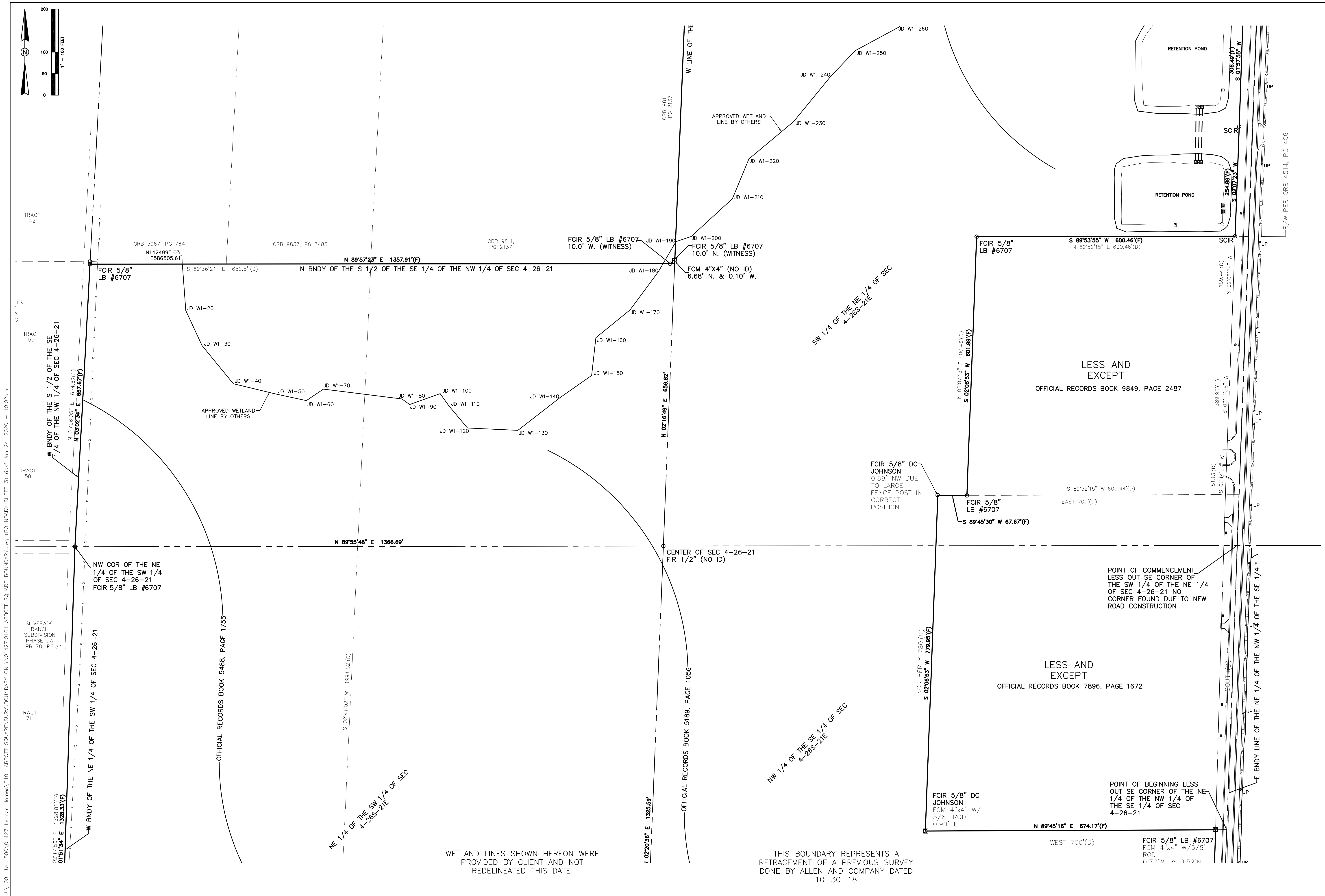
SHEET TITLE:

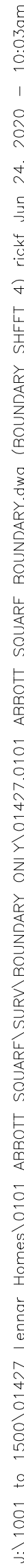
ABBOTT SQUARE
SIMONS ROAD, ZEPHYRHILLS
FLORIDA, PASCO COUNTY



ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FL 33609
TEL (813) 250-3636
FAX (813) 250-3636





CITY ATTORNEY'S REPORT 4.2

Land Development Code Amendment to Table 2.02.01

First Reading First Reading **ORDINANCE NO. 1431-21 – “AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.”**

Issue:

Amendments to the Land Development Code (LDC), Table 2.02.01, *Allowable Uses in Zoning Districts*

Background:

The City has established land use and zoning regulations to control and direct development and use of property within the municipal boundaries of Zephyrhills, while providing separation of conflicting land uses. Table 2.02.01 was last updated in 2018 to reformat and expand allowable uses. This proposed amendment is intended to clarify and broaden definitions of specific uses, correct typos/scribers' errors made in the last update, update allowed uses, and ensure code references are provided and correct. Proposed changes are shown in strike through and red. *Special Note: the definition for Funeral Services was updated to include crematories and similar services at the request of the Planning Commission.*

Attachment(s):

1. Ordinance 1431-21 Amendment to Land Development Code Table 2.2.01 DRAFT
2. 1431-21 Exhibit A TABLE 2 (DRAFT 1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff and the Planning Commission recommend approval of the proposed changes to Table 2.02.01.

ORDINANCE NO. 1431-21

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the City's best interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City; and

WHEREAS, the City Council wishes to amend the Land Development Code to maintain a clear, unified and effective document that regulates the development and use of property in compliance with the goals, objectives and policies expressed in the City's Comprehensive Plan.

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

Section 1: Land Development Code Table 2.02.01 (Allowable Uses in Zoning Districts) is hereby amended as reflected in Exhibit "A" attached hereto and by reference made a part hereof.

Section 2: **Repealer**
All provisions of the City of Zephyrhills Land Development Code including, but not limited to Table 2.02.01, including footnotes thereto, which are in conflict with are hereby repealed in their entirety.

Section 3: **Codification**
It is the intent of the City Council that the provisions of this Ordinance be included as revisions to existing Table 2.02.01, including footnotes thereto, of the Land Development Code.

Section 4: **Severability**
In the event any section, paragraph, subsection, sentence, clause, phrase or word of this Ordinance shall for any reason be held unconstitutional, invalid or ineffective, the same shall not repeal, nullify or in any way affect any other section, paragraph, subsection, sentence, clause or portion of this Ordinance, regardless of any other section, paragraph, subsection, sentence, clause or portion thereof.

Section 5: **Effective Date**
This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The Ordinance No. 1431-21 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 29th day of November, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The Ordinance No. 1431-21 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 13th day of December, 2021

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1431-21 was approved by me this 13th day of December, 2021.

Gene Whitfield, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

--	--	--

TABLE 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS																								
USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
RESIDENTIAL																								
Accessory & Ancillary																								
Accessory Dwelling Unit	A	A	A	A																A	A	A	\$7.09.29	Residential dwelling unit, structure or living space ancillary and subordinate to the principal permitted residential use, intended for habitation, such as, but not limited to garage apartments, ancillary apartments, mother-in-law units, guest houses, carriage houses and granny flats.
Accessory Residential Structure	A	A	A	A	A	A	A													A	A	A		Uses and/or structures that are ancillary to, located on the same parcel of land as the principal permitted use, and shall not be inhabited. Examples include but are not limited to pools, storage sheds, and garages.
Home Occupation	P	P	P	P	P	P	P													P	P	P	\$7.09.15	Occupation carried on in a dwelling unit by the resident thereof, provided that the use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.
Live/Work Unit										S	S									P	P	P		A single unit (e.g. studio, loft, one-bedroom) consisting of both a commercial/office and residential component that is occupied by the same resident, whereby the residential use is secondary and subordinate to the primary commercial/office use. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.

Table Continues Next Page

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Recreational Vehicle								P	P														\$7.09.19 \$7.09.20	A vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. This term shall include but is not limited to, travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motorhomes, and tiny-homes on wheels.
Multi-Family																								
Apartments					P					C	€									S	€ S	€ S	\$7.09.10	A high density, multi-family dwelling structure containing multiple separate residential dwelling units (apartments) within the same architectural plan, for lease under common ownership.
Bungalow Court				P	P					C											S	S	\$7.09.10	A series of small, detached residential structures arranged to define a court, perpendicular to the street on a single lot or parcel under common ownership, or on individual lots/parcels meeting zoning district standards.
Duplex				P	P																		\$7.09.10	A single structure containing two dwelling units, each of which has direct access to the outside, for lease under common ownership.
Multiplex				€ P	P					C	€										S	S	\$7.09.10	Detached structure(s) consisting of between 3 and 10 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. This type has the appearance of a medium-to-large single-family home.
Single-Family																								
Attached Townhouse, Villa, Condo				S	P					C										C	S	€ S	\$2.01.03.06.01	Planned arrangement of single-family buildings (dwellings) which touch lot lines and share a wall but are individually owned and occupied for residential purposes; or individually owned units in a single architectural plan.
Single-Family Detached	P	P	P	P					C											€	S	S	\$7.09.10	A single-family dwelling structure maintained and used as a single dwelling unit and occupied by a single household.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION			
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H	
Mobile/ Manufactured Home						P	P																	Factory-built structures designed and/or used as a permanent residence which may or may not be built on a permanent chassis, and which is transportable to a site of placement in one or more sections. This definition shall include dwelling units constructed prior to June 15, 1976, or after June 15, 1976 under the authority of the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling.	
Group Home	P	P	P	P	P																S	S	\$7.09.06	A place of residence whereby unrelated individuals live independently without the need for supervision or assistance to participate in normal activities or meet the demands of daily living. Common areas are shared. Group homes include, but are not limited to, dormitories, boarding houses, hostels and group homes where direct care or supervision is not provided.	
Residential Care Facility (RCF)	S	S	S	P	P																S	S	\$7.09.06	A place of residence whereby 24-hour care and supervision is provided to no more than 14 residents, often by live-in caregivers. Residents need assistance to participate in normal activities and meet the demands of daily living, but are not in need of 24-hour nursing supervision. Care and services are provided in a residential setting. RCFs shall include adult family care homes, community residential homes, and assisted living facilities with 14 or fewer residents.	
Intensive Care Facility (ICF)				C	P					P	S	C												\$7.09.17	A place of residence whereby 24-hour nursing care or intensive supervision, often by a 24-hour awake staff of professionals, assistances and volunteers is provided. Licensed nurses, doctors, psychiatrists, psychologists, and other licensed professionals are required by the state due to the level of care residents need. Care may include rehabilitation services, counseling, case work, and medical/nursing care and may be provided within an institutional or secure environment. ICFs shall include nursing homes, assisted living facilities with more than 14 residents, intermediate care facilities, hospices, treatment/recovery facilities.

USES	ZONING DISTRICTS																		CODE REFERENCE	DEFINITION				
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC			TCBD	TCBD-H	TMU	TMU-H
Transient Care Facilities (TCF)										C	C	C												An establishment providing supervised room and board, or just a room, on a temporary or emergency basis whereby clients, on average, stay for less than 6 months. Clients are in immediate need of temporary shelter due to abuse, neglect, abandonment, exploitation, or because they are otherwise homeless and without shelter or necessary basic needs. Facilities may be 24-hour or may be available during certain hours, but have supervisory staff on site at all times the facility is open. Instruction and supervision to assist clients to transition to permanent living situations may be provided. TCFs shall include emergency shelters, homeless shelters, half-way houses, and transitional housing.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
COMMERCIAL																								
Accessory & Ancillary																								
Outdoor Merchandise Display										A	A	A	A							A	A	A		Outdoor area of a designated size used for the display of merchandise or tangible property normally vended from within the contiguous principal use during regular business hours only. Site plan approval is required. <i>This definition is separate from outdoor merchandise storage and outdoor storage.</i>
Outdoor Merchandise Storage												A	A											Storage, collection or display of any merchandise, products, materials, appliances or equipment normally vended from within the contiguous principal use during regular business hours, for more than 24 consecutive hours.
Accommodations																								
Bed & Breakfast		SE	SE	SE	SE					S	C									S	S	S		A transient lodging establishment, generally in a residential dwelling or detached guesthouse, with a maximum of 5 rooms, primarily engaged in providing overnight or otherwise temporary lodging for the general public. <i>This definition shall not include transitional housing, shelters, or other transient care facilities.</i>
Hotel											S	P	P				€			C	€			Establishment in which lodging is provided and offered to the public for compensation and which is open to transient guests and is not a rooming or boarding house. <i>This definition shall not include transitional housing, shelters, or other transient care facilities.</i>
Inn										S	P	P								S	S	S		A transient lodging establishment offering between 6 and 12 bedrooms, primarily engaged in providing overnight and otherwise temporary lodging for the general public. <i>This definition shall not include transitional housing, shelters, or other transient care facilities.</i>
Motel												€	€											A building or group of buildings in which lodging is provided to transient guests, offered to the public for compensation, and in which direct access to and from each room or unit is through an exterior door.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Automobile-Oriented																								
Automobile Service/Repair											S	P	P	P C									\$7.09.04	Any building, structure, improvements or land uses for the repair and maintenance of automobiles, motorcycles, trucks, trailers and similar vehicles, including but not limited to, body, fender, muffler, or upholstery work; oil change and lubrication; painting; tire service and sales; or installation of radios, car alarms, stereo equipment, or cellular telephones.
Automobile/Vehicle Sales & Rentals													P											The use of any building, land area or other premises or portion thereof, for the display, sale, lease or rental of new or used automobiles (vehicles), panel trucks or vans, trailers or recreational vehicles (motor homes, campers, boats, golf carts, motorcycles, etc.) and including any warranty repair work and other repair service conducted as an accessory use.
Car Wash/ Detailing											S	P	P										\$7.09.04	Establishment providing full or self-service washing and/ or detailing of motor vehicles and domestic equipment.
Gasoline (Fuel) Service Station											S	P	P	P			P C							Establishment selling automatable fuels (diesel, gasoline, ethanol, etc.) comprised of gas or fuel pumps, overhead canopy and attendant shelter or convenience store.
Heavy Vehicle/Equipment Service/Repair													P P	P			P S							Any building, structure, improvement or land used for the repair and maintenance of heavy vehicles (tractor trailers, semi-trucks, and the like), recreational vehicles (motorhomes, campers, boats, etc.) and equipment.
Parts & Accessory Sales												P	P	S A										Establishment selling automotive parts and accessories. This use may be considered ancillary to another principal use.
Towing Services													SE	P										Establishment offering towing services (long-distance or local) for light or heavy motor vehicles. Establishments may provide incidental services such as storage and emergency road repair services

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Retail Sales & Service																								
Auction House													P	P						P				Establishment for the purpose of buying or selling goods and services by offering them for bid, taking bids, and selling to the highest bidder.
Big Box, Large Retail, etc.												P	P	S										A singular retailer or wholesaler who occupies no less than 25,000 square feet of gross floor area, typically requiring high parking ratios and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasize bulk sales directly to the consumer, grocery stores, and department stores.
Convenience Store										S	P	P	P							S	S C	C		A small retail establishment usually within or associated with another use that offers for sale convenience goods such as prepackaged food items, tobacco products, periodicals, and other household goods. May be ancillary to another use, such as a gasoline (fuel) service station, or standalone such as a neighborhood corner store.
Drive In Retail Establishment												P												Retail establishment offering for sale goods to the general public where patrons drive through the building for service. *This definition is separate from restaurants and banks with drive through facilities.
Flea Market (Indoor/Enclosed)												C	C	S										\$7.09.12 Indoor commercial activity, not including shopping centers or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more semi-enclosed or indoor stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise.
Flea Market (Outdoor/Open)																								\$7.09.12 Outdoor commercial activity, not including shopping centers garage or yard sales or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more outdoor stalls, rooms, stands or spaces to be used for the purpose of display and sale, exchange or barter of merchandise.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
General Retail Sales											P	P	P C							P	S	S		Sale of goods to the general public and institutions for professional, personal and household consumption. After sale services may be provided (repair and installation services incidental to the sale of goods). Merchandise display, retail and service transactions shall be within completely enclosed buildings, unless otherwise permitted. This definition does not include automobile sales, big box/large retail, convenience stores, or other retail sales defined and regulated herein.
Greenhouse											E	P	P C	P C						S				Indoor/enclosed establishment for the propagation, processing and storage of plants produced for wholesale or retail sales. Uses include growing beds, hoop houses, vertical farming and hydroponic systems. This use does not include nurseries, outdoor gardens or grow beds, tree farms, or other outdoor farming activities.
Landscape Supply/Garden Center											A	P C	P	P A										Establishment licensed for the retail sale of landscape materials and garden supplies, such as but not limited to, landscape stones, gravel, mulch, potted plants and trees, and the like. This use may be accessory to a large another retail establishment.
Mix of Permitted Uses																				P	P	P		Establishment with 2 or more different uses, determined by the specific zoning district. *This definition excludes live/work units, home occupations, accessory dwelling units, and accessory structures which are regulated separately.
Mobile/Temporary Sales										T	T	T	T	T				T		T	T	T	Ch. 120 & 121, Code of Ordinances.	The selling or business of selling food or other items from a mobile vending vehicle, cart or stand from which items are sold to the general public; and temporary or seasonal tent sales. All sales shall be in accordance with applicable city codes and regulations. Mobile food vendors are only allowable by permit for temporary sales and in conjunction with special event permits.
Pawnshop												S	P											Establishment run by a licensed pawn broker (as defined in FS 539.01) where money is lent in exchange for personal property that can be sold if the loan is not repaid in sufficient time.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Plant Nursery												P	P	P										Establishment licensed for the retail sale of nursey and garden products, such as trees, plants, seeds, bulbs, and sod, where 50% of products are grown offsite. This definition does not include landscape supply and garden centers.
Shopping Center												P	P C											A group of 3 or more commercial business establishments within a single architectural plan, with common ownership of property or cooperative or condominium ownership.
Financial, Business & Professional																								
Financial Services (Bank)										P	P	P	P							S	S			A licensed establishment subject to national and/or international banking regulations , providing financial services including bank cashing, accepting deposits, lending and safeguarding of money or other valuable items.
Financial Services (Commercial Lender, Non-Bank)											P	P	P											Commercial establishment without a full banking license and not subject to national/international banking regulations, providing financial services, including lending.
Office (Professional/Corporate)										P	P	S	S C	A						P	P	P		Offices for members of a recognized profession maintained for the conduct of that profession (e.g. law offices, corporate company offices) that do not require the use of fleet vehicles and/or material or equipment storage.
Office (Trades/Fleet)												P	P	S										The office of a business establishment utilizing light commercial or fleet vehicles, and/or requiring material or equipment storage , to provide off-site/mobile services, including, but not limited to, construction offices , pest-pest control, cable television/internet, plumbing, electrical, lawn care, mobile detailing, tree service taxi/limousine and car rental services.
Food & Beverage																								
Brewery													P	P										\$7.09.03 Establishment, primarily a brewery, producing 405,000 US Gallons of beer (15,000 barrels) per year. Breweries may sell to the public through wholesalers, retailers and directly to the consumer, but do not provide retail carry-out sales or consumption of the product on the premises, outside of tasting rooms.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Brewery (Regional/Small)												P	P	P						S			\$7.09.03	Establishment, primarily a brewery, producing less than 405,000 US Gallons of beer (15,000 barrels) per year. Regional/Small breweries may sell to the public through wholesalers, retailers and directly to the consumer by offering tasting rooms, onsite consumption, and retail carry-out. Regional/Small breweries may include a restaurant or other food services.
Distillery													P	P									\$7.09.03	In accordance with chapter 565, Florida Statutes, a distillery shall mean a licensed distillery in the state which distills, rectifies or blends distilled spirits, and which does not otherwise meet the requirements for a Craft Distillery.
Craft Distillery												C	P	P									\$7.09.03	In accordance with chapter 565, Florida Statutes, a Craft Distillery shall mean a licensed distillery in the state which distills, rectifies, or blends 250,000 gallons or less of distilled spirits. Craft Distilleries may sell directly to consumers up to 75,000 gallons per calendar year of branded products that are manufactured on its premises. Craft Distilleries may sell directly to the consumer for on-site consumption or retail carry out only in the distillery’s souvenir gift shop or tasting room.
Drinking Establishment, Bar, Tavern											S	S	P							S	S	S	\$7.09.03	Establishment servicing alcoholic beverages for on-premises consumption in conjunction with or without a form of entertainment; or any establishment selling alcoholic beverages to be called for or taken out by customers, or to be delivered. A food service establishment which derives at least 51% of its gross revenue from the sale of food and non-alcoholic beverages shall not be considered a bar, tavern or other drinking establishment.
Catering/Food Service Contractor											A	P	P	P						S A	S A	A		Establishment providing pre-arranged, on or off-site meal preparation and delivery service for off-site consumption at a lawful principle use, excluding restaurants and drinking establishments which may perform the same function.
Liquor Store											S	S	S							S			\$7.09.03	Retail establishment selling licensed to sell beer, wine and liquor, and/or beverages containing more than 14% alcohol by weight, for off-premises consumption.

USES	ZONING DISTRICTS																					CODE REFERENCE	DEFINITION	
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU			TMU-H
Restaurant (Drive-Thru Service)											S	P	P											Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site, utilizing a drive-thru facility allowing customers in vehicles to transact business with persons inside the principal building.
Restaurant (Full Service)										S	S	P	P				SE			P	S	S		Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site. Restaurants utilizing a drive-thru facility are regulated separately.
Restaurant (Neighborhood Café)										S	P	P	P				SE			P	S P	S P		A small restaurant establishment serving or selling food, baked goods and/or beverages prepared on and/or off the premises, for immediate consumption on or off site, typically utilizing existing buildings or new buildings spaces less than 2400 2500 square feet. This definition includes, but is not limited to, cafés, coffee shops, bakeries, boutique restaurants, and the like. Restaurants utilizing drive-thru services are regulated separately.
Personal Services																								
Adult (Regulated Uses)													C	C									\$7.09.02	Uses, including adult arcades, adult book stores, adult dancing establishments, adult entertainment, adult theaters, and/or adult massage establishments.
Beauty/ Barbershop/ Salon										P	P	P								P	P	P		Commercial establishment, residence, vehicle, or other establishment, place or event wherein cosmetology and/or barber services are offered or practices by a licensed professional on a regular basis; may include training of apprentices under regulations of a board.
Laundromat, Dry-Cleaner										P	P	P								C	€			Establishment providing self-service laundry; or dry-cleaning services directly to the public with on-premises pick-up.
Laundry/Dry-Cleaning Plant													P	P										Establishment providing laundry/dry-cleaning services at a mass scale to the public with pick-up or drop off locations off-site.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Pharmacy/Drug Store										S	P	P								S	S			Establishment where the primary business is the filling of medical prescriptions and sale of medication, medical devices and supplies by licensed professionals , and nonprescription medicines. Non-medical products may also be sold. Compounding facilities and blood banks may be approved as an accessory use.
Medical Marijuana Treatment Center Dispensing Facility										S	P	P								S	S			Retail sales component of a medical marijuana treatment center that has been licensed by the Florida Department of Health, Office of Medical Marijuana Use pursuant to Section 381.986, Florida Statutes, and is authorized by the State of Florida to dispense marijuana, but does not include the cultivation, processing, or distribution facilities of the Medical Marijuana Treatment Center.
Tattoo/Body Piercing										S	P	P								P	S			Establishment licensed to provide tattoo and body piercing services to the general public.
Personal Services										P	P	P	P							S	S	S		Establishments providing individual and personal services such as, but not limited to, tanning salons, day spas, licensed massage establishments, shoe shine and repair, dressmaking, tailoring and garment repair shops, but specifically excluding adult (regulated) uses and other personal services defined herein .
Kennel												A	C	P										Establishment where the primary use is for the long-term keeping of 5 or more domestic dogs and/or 10 or more cats on site for longer than 24 hours.
Pet Care Services (Indoor)										S	P	P	S							P	P	P		Establishment providing individual and personal functions, including pet day care services, grooming, and accessory retail sales for a period not to exceed 24 hours. Outdoor areas are prohibited.
Pet Care Services (Indoor/Outdoor)												C	C	P										Establishment providing individual and personal functions, including pet day care services, training, grooming, accessory retail sales, and accessory overnight boarding services for a period not to exceed 24 hours. Outdoor play areas may be permitted.
Veterinary Clinic/Hospital												P	P	P						S	S	S	\$7.09.26	Establishment with licensed practitioners of veterinary medicine, dentistry or surgery for animals, including establishments providing testing services for licensed veterinary practitioners.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Education																								
College/University										P	P	P	P							S	S			Establishment offering academic or technical courses and graduate degrees, certificates or diplomas at the association level and/or higher. Admission requires a high school diploma or higher.
Grade School (Public or Private)	P	P	P	P	P					P	P	P	P							S	S	S		Elementary schools, special education facilities, alternate education facilities, middle schools and high schools operated by the Pasco County School District, a public or another private entity. Charter schools are included as part of this definition.
Technical Trade/Vocational										S	P	P	P	S			S			S				Educational establishment providing vocational and technical training of non-academic subjects for job-specific certification (beauty schools, computer training, driving education, flight training, language instruction, etc.)
Child Day Care Services/Pre-School				E	E					P	S	C		E						S	S	S	\$7.09.08	Establishment providing custodial, educational or developmental services to preschool age children. This includes nursery schools, head start programs, and similar facilities primarily engaged in the care and protection of children for less than a 24-hour period.
Government Offices/Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P		P	P	P		Structures, offices, facilities, and lands owned, leased or operated by a government entity, such as civic centers, libraries, fire stations, and government administration buildings.
Blood/Organ Banks										A	A	P	P							A				Establishments utilized for collecting, typing, separating, storing, and preparing blood and plasma for transfusions. These establishments may be part of a larger laboratory in a hospital or separate free-standing buildings.
Funeral Services										S	S	P	P	P						S	S	S	\$7.09.13	Establishment for the preparation of human remains for burial or interment of human remains as regulated by the city, county and the state. This definition shall include funeral homes, crematories and mortuaries.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Hospital												C	P											Establishment providing medical, diagnostic, surgical, and treatment services, including physician, nursing, specialized accommodations and other health services to inpatients. Hospitals may also provide outpatient services.
Medical/Dental Clinic or Office										P	P	P	P							S	S	S		Establishment providing routine medical, eye or dental examinations, treatments and procedures as outpatient services.
Rehabilitative Services										S	S	P	P								C	C		Establishment dedicated to rehabilitation and restoration, to the extent possible, of physical, mental and psychological function of ill or disabled persons providing for professional counseling and guidance services and treatment programs.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Association, Non-Profit, & Philanthropic																								
Association, Non-profit organization										P	P	P	C							P	P	P		Organization consisting of non-profit, non-governmental agencies utilizing donated assets and income to provide social services such as community foundations, endowments and charitable trusts. This definition includes, but is not limited to, civic, social, and fraternal organizations, business associations and professional memberships, labor and political organizations, ad philanthropic organizations
Private Social Clubs/Organizations										P	P	P	C							C	C	C		
House of Worship	S	S	S	S	S	S	S	S	S	S	S	S	S							P	P	P	\$7.09.05	Establishments primarily used for religious worship, gatherings and related activities.
Social Assistance & Charitable Organizations										P	P	P	P							P	P	P		Establishments consisting of personal care services, drop-in centers, short term/emergency housing, food centers, supply pantries and homeless services

USES	ZONING DISTRICTS																			CODE REFERENCE	DEFINITION			
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD			TCBD-H	TMU	TMU-H
Art, Entertainment, Recreation, Open Space																								
Arts & Entertainment																								
Museum										P	P	P	P				P	P		P	P	P		Establishments for the exhibition of historical, cultural and educational objects, structures and information.
Performing Arts Center										S	P	P						P		S	S	S		Establishments for the enactment of live performances. <i>*This definition specifically excludes adult (regulated) uses, such as adult theaters.</i>
Public Art Installation	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P		P	P	P		Any visual art displayed for 2 weeks or more in an open city-owned area, on the exterior of any city-owned facility, within any city owned facility, in areas designated as public area, lobbies or public assembly areas; or non city property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.
Studio										P	P	P								P	P	P		Establishments utilized for the creation, showing and selling of art, such as but not limited to film or television, sculptures, photographs, paintings, drawings, and woodworking.
Theater											S	P	P							S				Establishment for the showing of motion pictures or live performances. <i>*This definition specifically excludes adult (regulated) uses, such as adult theaters.</i>
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	P	P		A piece of land managed and maintained by a group of people to grow and harvest food and non food ornamental crops such as flowers, for personal or group use, consumption, donation or limited sale. A community garden may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of a group and may include common areas maintained and used by group members.
Fitness Center, Recreation Sports, Gym, etc.										S	P	P	P							P	P S	S		Establishment offering memberships to the general public for use of exercise equipment, rooms, classes or related fitness services
Outdoor Recreation Sports /Center													S	S				S						Outdoor Establishment on public or private property used for recreational entertainment, fitness or sports such as but not limited to outdoor auditoriums, amphitheaters , swimming pools, sports fields, large gymnasiums , tennis courts, etc.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Public Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	P	P		Neighborhood, community or regional open space (state, county or city owned and operated) intended to serve the recreation and open space needs of the community.
Private Club/Recreation Facility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE						SE	SE	SE		Recreation center for the exclusive use of members of a private club or organization and their guests, with facilities usually including swimming pools and/or tennis courts, but specifically excluding golf courses. This definition does not include commercial rec centers or gyms with memberships.
Sport Shooting Range (Indoor)												C	C	C										An indoor/enclosed, specialized facility designed and licensed for practicing, training and educational use of firearms and archery, including target practice and competitions.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Industry, Transportation & Storage																								
Manufacturing, Processing & Wholesale																								
Construction Services													S	P										Establishment involved in construction of new buildings, additions, alterations, reconstruction, installation, repairs, demolition, blasting, test drilling, leveling, dredging, earthmoving, excavating, drainage, and other land preparation development. Accessory office space is permitted.
Drug Processing/Manufacturing													P	P										Facility involved only in manufacturing, production and compounding of medications distribution to pharmacies and other retail outlets , excluding a retail pharmacy component.
Heavy Industry/Manufacturing																								Uses engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials; or a use engaged in storage or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. This term includes the manufacture and compounding processes of raw materials and activities or processes necessitating the storage or large volumes of highly flammable, toxic matter or explosive materials needed for manufacturing processes. These activities may involve outdoor operations as part of their manufacturing processes.
High-Tech Manufacturing													C	P			S							Manufacturing of technology related products (commercial computer products, fiber optic cables, electron tubes, circuit boards, capacitors, etc.), and machinery utilized for the manufacturing of such goods.
Laboratory (Testing)												S	P	P										Establishment for the testing and analysis of products, materials, or biological organisms; investigation of natural, physical or social sciences; or engineering and development as an extension of investigation, with the objective of creating an end product. No manufacturing is conducted on the premises except for experimental or testing purposes. Onsite distribution is prohibited.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H
Light Industry/Manufacturing													C	P			P							Uses engaged in the manufacture, predominantly from previously prepared materials of finished products or parts, including processing, fabrication, assembly, treatment and packaging of the products and incidental storage, sales and distribution of products but excluding basic industrial processing and custom manufacturing. This definition shall not include uses which include or produce hazardous materials or waste, sound/noise, smells, or other nuisances.
Lumber Yard														C										Area used for storage, distribution and sale of finished or rough-cut lumber products, including the manufacture of lumber. This definition does not include the manufacture of end products made of wood/lumber, such as doors or windows.
Paint Booth												SE	SE	P										Enclosed area with emission controls for the purpose of spray painting fabricated items.
Publishing & Printing												S A	P	P										Establishments for the mass printing and distribution of books, newspapers or other printed materials or software. Distribution and circulation are permitted. This term excludes small printing/copying services such as those associated with office supply stores, photographic processing services, stationary printing, and low volume printing services.
Recycling Collection Center														C										\$7.09.21 Facility specifically for the collection of recyclable materials for delivery to a processing facility.
Recycling Processing Center																								\$7.09.21 Facility specifically for processing of recyclable materials.
Junkyard																								A building, structure or parcel of land or portion thereof, used for collecting, storage or sale of waste paper, rags, scrap metal, rubber tires, bottles, vehicles , or other discarded material. Where the materials are a byproduct of a permitted use, the activity shall be considered outdoor storage.
Materials Handling & Storage																								Establishment engaged in the movement, protection, storage and control of materials through manufacturing, distribution, consumption, and disposal utilizing manual, semi-automated or automated equipment.

USES	ZONING DISTRICTS																				CODE REFERENCE	DEFINITION			
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H			TMU	TMU-H	
Mini-Warehouse/Self-Storage													€ S	P	Ⓟ C										Establishment consisting of separate storage or warehouses units (generally less than 430 square feet each) used for storage of personal property and leased to the general public.
Outdoor Storage												€ A	€ A	€ A											The storage, collection, or display for more than 3 consecutive days or any part of any day for 3 consecutive days, of any products, materials, equipment, appliances, vehicles not in service, and/or personal property of any kind, or materials that are a byproduct of a permitted use, on an unenclosed and/or uncovered area. This definition shall include material lay down areas/yards. This use is regulated separately from outdoor merchandise display and outdoor merchandise storage.
Recreational Vehicle Storage													C	C											Area or facility used for the temporary storage of recreational vehicles including, but not limited to, boats, motorhomes, camping trailers, truck campers, and other equipment. Recreational vehicles stored onsite shall be operable and/or in working condition. This definition shall not be construed to include the storage of recreational vehicles, or any type of vehicle, which is dilapidated, inoperable, or otherwise determined to be in a deteriorated state; nor shall this definition include similar uses to a junkyard.
Tank Farm																									Area or facility used for the storage of petroleum products prior to distribution to consumers and retail facilities. This definition excludes oil deposit and installation of oil terminals.
Warehouse													P	P											Establishment for the storing, distributing and shipping but not selling of goods within a completely enclosed structure. A range of services may be provided, such as labeling, break bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marketing and ticking, and transportation arrangements.
Wholesale Distribution													S	S											Establishment operating from a warehouse building, specializing in the distribution of bulk products to retailers; industrial, commercial, institutional or other professional users; or directly the consumer.

USES	ZONING DISTRICTS																					CODE REFERENCE	DEFINITION		
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU			TMU-H	
Airport Related Services														S		P	P						Ord. 1358-18	Uses related directly and indirectly to the airport. Uses may include those related to take-off and landing, maintenance facilities for aircraft, transit terminals, and other related services.	
Commercial Parking Structure										S	S	S	S	S						S	S	S		Any area of land or any building or part thereof, intended for the lawful parking of motor vehicles, generally for a fee, which is available to the public and/or private use as an accommodation for tenants, employees, clients or customers.	
Freight Transportation Services													P	P			P							Establishments providing transportation services for general freight via ground, air or rail transportation. These establishments may provide local pick-up, local sorting, and terminal operations, line-haul, destination sorting, and terminal operations and local delivery.	
Transit Center										S	P	P	P	S						S	S	S		Local and suburban ground passenger transit system using more than one mode of transportation over regular routes and on regular schedules.	

CITY ATTORNEY'S REPORT 4.3

Silver Oaks PUD Amendment

First Reading **ORDINANCE NO. 1432-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.”**

Issue:

Proposed amendment to the Silver Oaks PUD master plan.

Background:

The Silver Oaks subdivision is a master planned development with an approved Planned Unit Development Master Plan. The Silver Oaks development is located on both sides of Eiland Boulevard and between Masse Rd on the east and Simons Rd on the west. The Master Plan provides an approved layout of: approved uses, number of units, intensity / density, setbacks and conditions.

A petition has been submitted for a text amendment to the Silver Oaks PUD Master Plan;

1. The proposed text amendments consist of:
 1. Parcel K as approved on the Master Plan for multi-family with no proposed change in use / will remain multi-family. The proposed change consists of verbiage removed (two stories) whereas the buildings will not be limited to only two stories;
 2. The triangular parcel at the corner of Fountain & Founder's - Notation – RV storage is proposed to be removed;
 3. A notation requiring additional Right-of-Way dedication is proposed to be stricken as Fountain Road has been improved by the City of Zephyrhills.
1. The City's Site Plan review Committee has reviewed the proposed text amendments and there was a unanimous recommendation for approval;
2. The property was posted for the upcoming Planning Commission meeting;
3. Letters were sent out to property owners and an advertisement was completed.

At the Planning Commission meeting, a couple property owners attended that adjoin the areas where future multi-family is proposed. Comments / concerns included: traffic, height of new buildings and potential sink hole probability with development. Staff / applicant's representative discussed the conceptual steps being taken:

- 1.) Site orientation of future units to maximize setbacks from adjoining neighbors;
- 2.) Placement of ponds / parks adjoining the neighbors to provide substantial separation / buffering;
- 3.) New road connection to Geiger Rd will improve traffic movement from Silver Oaks Village to adjoining roadways;
- 4.) Eiland Blvd is on the long range County MPO plan to be 4-laned and the City needs to continue efforts on prioritizing this project with all the construction occurring.

Attachment(s):

1. Ordinance 1432-21 Silver Oaks PUD Modification
2. Silver Oaks Master Plan Map

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommended approval.

ORDINANCE NO. 1432-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT
DEVELOPMENT (PUD); PROVIDING FOR CONFLICT,
SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the owner of Silver Oaks PUD has requested text amendments on the PUD Master Plan; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapters 166 and 163, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, due public notice of hearing on the proposed zoning amendment was given by the City Council on December 2, 2021 as required by the Zephyrhills Land Development Code and Chapter 166, Florida Statutes; and

WHEREAS, the Planning Commission held a public hearing on November 1, 2021 to consider said proposed zoning amendment; and

WHEREAS, the City Council has determined that an amendment to the Silver Oaks Planned Unit Development would be appropriate, would promote the general welfare, and encourage proper development within the City.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1: The above Whereas clauses are hereby adopted and incorporated herein.

Section 2: The Silver Oaks PUD Master Plan is hereby modified to add and include The Preserve and The Links Subdivisions into and subject to the existing PUD zoning on the property. The Homeowners' Association documents shall be consistent with common area maintenance. In addition, HOA documents for The Links and the Preserves Subdivisions shall be submitted to and approved by the City prior to preliminary plat approval. The HOA documents shall reflect that each new subdivision Homeowners' Association shall contribute its proportionate share towards roadway maintenance.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: 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 5: This ordinance and PUD amendment shall take effect as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1431-21 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 29th day of November, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1431-21 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 13th day of December, 2021.

Attest: _____
Lori Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1431-21 was approved by me this 13th day of December, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matt Maggard, City Attorney

Silver Oaks

MASTER PLAN
PUD MODIFICATION



BGE, Inc.
2203 N. Lois Ave., Suite G300,
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116
Copyright

SMITH CATTLE & GROVE, INC.

SILVER OAKS

PUD UPDATE

LAND USE MAP

[illegible]

1	10/21	REVISIONS TO PARCEL K AND R/W DEDICATION
REV	DATE	COMMENT

PROJECT NO.:

DESIGNED BY:	DRAWN BY:
--------------	-----------

AJH	AJH
-----	-----

REVIEWED BY:	DATE:
--------------	-------

1

1 OF 2

File Path: \\FS0201\10101\AM
C:\Users\jmc\Documents\042_Patients\SilverOaks\SOV\PU\042
L:\Users\jmc\Documents\042_Patients\SilverOaks\SOV\PU\042

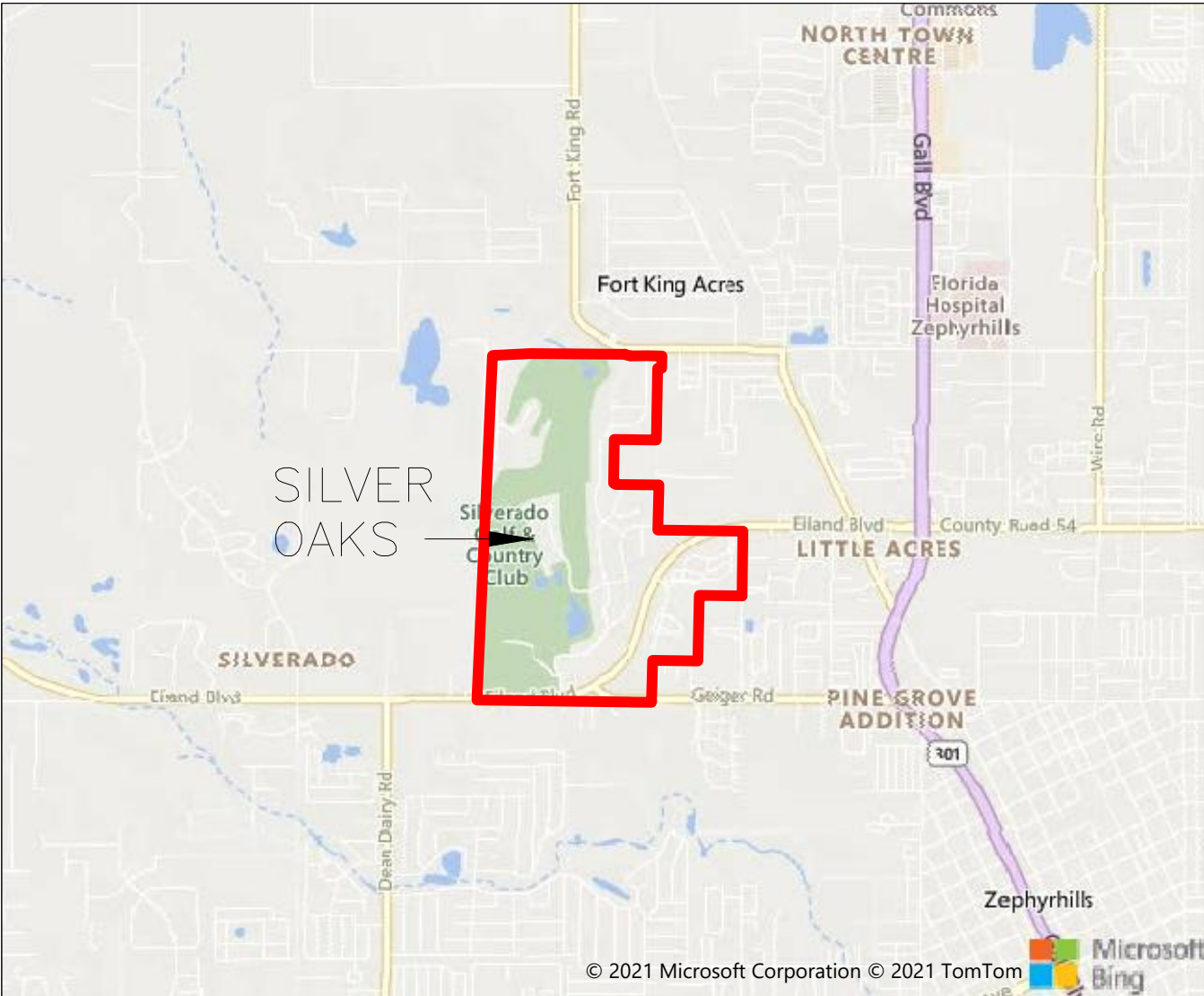
A

B

C

D

E



LOCATION MAP

ALTERNATE STANDARDS FOR PARCEL 'G'

- MINIMUM LOT DIMENSIONS TO BE 50 FEET X 105 FEET
- SETBACKS:**
FRONT: 20 FEET
SIDE: 5 FEET
REAR: 10 FEET
- INTERNAL RIGHT OF WAYS TO BE PRIVATE
- LANDSCAPING:**
SIMONS ROAD – 0–20 FEET WIDE LANDSCAPE BUFFER CONSISTING OF FENCE, TREES AND SHRUBS.
REMAINING PROJECT PERIMETER ADJACENT TO GOLF COURSE TO REMAIN IN NATURAL VEGETATIVE STATE.
STREET TREES TO BE INSTALLED BY THE HOMEBUILDER ON EVERY OTHER LOT LINE AND WITHIN 15 FEET OF ROW.
EACH RESIDENTIAL LOT TO CONTAIN AT LEAST 2 TREES (EITHER PLANTED OR EXISTING). STREET TREES AS REFERENCED ABOVE SHALL COUNT TOWARDS THIS REQUIREMENT. RESIDENTIAL LOT TREES TO BE INSTALLED BY THE HOMEBUILDER.
- DECORATIVE LIGHT POLES OF THE DEVELOPERS CHOOSING ARE TO BE UTILIZED WITHIN THE DEVELOPMENT.

ALTERNATE STANDARDS FOR PARCEL 'U1 AND L'

- MINIMUM LOT DIMENSIONS TO BE 50 FEET X 100 FEET
- SETBACKS:**
FRONT: 20 FEET*
SIDE: 5 FEET
REAR: 10 FEET*
*FRONT AND REAR SETBACK MAY VARY UP TO A MAXIMUM OF 2'. SETBACK SHALL NOT BE THE SAME ON ADJACENT LOTS.
- INTERNAL RIGHT OF WAYS TO BE 40' AND WILL BE PRIVATE
- NO ABOVE GROUND STRUCTURES OTHER THAN FENCES SHALL BE ALLOWED IN THE SIDE SETBACK.
- SIDE YARD FENCES SHALL BE SUBJECT TO CITY PERMITTING REQUIREMENTS AND SHALL BE RAISED 4" FOR DRAINAGE.
- LANDSCAPING:**
SIMONS ROAD – 0–20 FEET WIDE LANDSCAPE BUFFER CONSISTING OF FENCE, TREES AND SHRUBS.
REMAINING PROJECT PERIMETER ADJACENT TO GOLF COURSE TO REMAIN IN NATURAL VEGETATIVE STATE.
STREET TREES TO BE INSTALLED BY THE HOMEBUILDER ON EVERY OTHER LOT LINE AND WITHIN 15 FEET OF ROW.
EACH RESIDENTIAL LOT TO CONTAIN AT LEAST 2 TREES (EITHER PLANTED OR EXISTING). STREET TREES AS REFERENCED ABOVE SHALL COUNT TOWARDS THIS REQUIREMENT. RESIDENTIAL LOT TREES TO BE INSTALLED BY THE HOMEBUILDER.
- DECORATIVE LIGHT POLES OF THE DEVELOPERS CHOOSING ARE TO BE UTILIZED WITHIN THE DEVELOPMENT.

CONDITIONS

- THE FOLLOWING UP–DATED CONDITIONS HAVE BEEN AGREED TO BY THE DEVELOPER OF SILVER OAKS TO SUPPORT A PLANNED UNIT DEVELOPMENT (PUD) ZONING AMENDMENT.
- SMITH CATTLE AND GROVE INC. (DEVELOPER) ACKNOWLEDGE THAT ALL PROVISIONS OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE SHALL APPLY UNLESS SPECIFICALLY WAIVED BY CITY COUNCIL.
 - DEVELOPERS SHALL SUBMIT COPIES OF STORMWATER DISCHARGE AND SURFACE WATER MANAGEMENT PERMITS FROM S.W.F.W.M.D. PRIOR TO RECORDING OF ANY FINAL SUBDIVISION PLAT(S) OR SITE PLAN APPROVAL.
 - DEVELOPERS SHALL CONVEY ALL POTABLE WATER DISTRIBUTION FACILITIES, INCLUDING FIRE HYDRANTS, (WITH EXCEPTION OF WELLS CURRENTLY IN USE FOR TWO ON–SITE RESIDENCES) AND ALL WASTEWATER COLLECTION FACILITIES TO THE CITY OF ZEPHYRHILLS WITH APPROPRIATE EASEMENTS FOR MAINTAINING THESE FACILITIES.
 - DEVELOPERS SHALL CONVEY TO THE CITY OF ZEPHYRHILLS ADDITIONAL RIGHT–OF–WAY TO PROVIDE 40 FEET FROM THE PLATTED CENTERLINE OF FORT KING HIGHWAY; 30 FEET FROM THE PLATTED CENTERLINE OF MASSEY ROAD, THAT PART OF FOUNTAIN ROAD RUNNING EAST TO WEST, AND GEIGER ROAD AND 60 FEET FROM THE WESTERLY SIDE OF THE MAINTAINED R.O.W. OF SIMONS ROAD PRIOR TO CITY APPROVAL OF THE FINAL PLAT FOR PHASE ONE.

GENERAL NOTES

- SMITH CATTLE AND GROVE, INC. REMAINS THE OWNER OF ALL UNDEVELOPED PARCELS OF THE SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD) EXCEPT FOR THE GOLF COURSE. OWNERSHIP OF THE GOLF COURSE WAS TRANSFERRED TO DOI ENTERPRISES, JAPAN, BY SMITH CATTLE AND GROVES, INC., ON JANUARY 31, 1991.
- THE INTENT OF THIS MODIFIED P.U.D. IS TO PROVIDE A FLEXIBLE MIX OF VARIOUS–SIZED SINGLE FAMILY AND MULTI–FAMILY RESIDENTIAL LOTS, WITH A SMALL PORTION OF THE SITE RESERVED FOR RESIDENTIAL APARTMENTS AND NEIGHBORHOOD COMMERCIAL ACTIVITIES. THE ADVENT OF THE ZEPHYRHILLS WEST BY–PASS EFFECTIVELY SEVERED A PORTION OF THE ORIGINAL PROJECT SITE. THIS SEPARATED PORTION IS NOW SUITABLE TO A MULTI–FAMILY TRACT AND AN OFFICE/PROFESSIONAL TRACT.
- THIS MODIFIED P.U.D. PLAN REFLECTS POTENTIAL FUTURE RIGHT–OF–WAY LOCATIONS ALONG WITH POTENTIAL ACCESS POINTS TO TRACTS. CUL–DE–SACS HAVE NOT BEEN SHOWN SO THAT FLEXIBILITY WILL REMAIN IN DETERMINING THE FINAL DESIGN, BASED UPON MARKET PRESSURES FOR SMALLER OR LARGER LOTS FOR SINGLE FAMILY AND OR MULTI–FAMILY UNITS.
- THE PROPOSED SINGLE–FAMILY AND MULTI–FAMILY TRACTS SHOWN ON THIS PLAN DO NOT INDICATE LOTTING OR TRAFFIC CIRCULATION. THIS IS TO ALLOW FLEXIBILITY IN THE PRODUCT DESIGN AND SITE CONFIGURATION, BASED UPON MARKET CONDITIONS AT THE TIME THE TRACT IS TO BE DEVELOPED. THE DENSITIES SHOWN FOR EACH OF THE TRACTS IS TO BE CONSIDERED APPROXIMATE AND MAY VARY. HOWEVER, AT NO TIME WILL THE OVERALL SILVER OAKS PROJECT EXCEED 800 RESIDENTIAL UNITS.
- IN ACCORDANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT'S (SWFWMD) PERMITS (MSW 401102, DATED 10/1/86 AND 401102.01 AND E03753.01, DATED 1/26/88), CERTAIN DRAINAGE EASEMENTS SHOWN AND NOT SHOWN ON THIS PLAN WITHIN THE CONFINES OF THE GOLF COURSE WILL BE ALLOWED TO SERVE AS SURFACE WATER DRAINAGE, RETENTION OR SWALE AREAS FOR THE GOLF COURSE, AND FOR THE ADJACENT SILVER OAKS RESIDENTIAL TRACTS AS THEY ARE DEVELOPED.
- TRACTS NOT ADJACENT TO THE GOLF COURSE, AS THEY ARE DEVELOPED, WILL BE REQUIRED TO PROVIDE THEIR OWN DRAINAGE RETENTION AND OBTAIN APPLICABLE PERMITS FROM SWFWMD.
- AS EACH UNDEVELOPED TRACT IS CONSIDERED FOR CONSTRUCTION, IT MUST UNDERGO SITE PLAN REVIEW AND BE APPROVED BY THE CITY OF ZEPHYRHILLS, AND MUST ADHERE TO THE APPROPRIATE SETBACKS AS DEFINED FOR THAT PARTICULAR DESIGNATION, I.E., SINGLE FAMILY, MULTIFAMILY, COMMERCIAL, OFFICES, APARTMENTS.
- THE DEVELOPMENT OF PARCEL "O" IS DEPENDANT UPON PEDESTRIAN ACCESS (CONNECTING SILVER OAKS TO SILVER OAKS VILLAGE) BEING BUILT PRIOR TO SAID DEVELOPMENT. ANY VEHICULAR CONNECTION TO BRENTWOOD DRIVE MUST BE APPROVED BY SILVER OAKS COMMUNITY ASSOCIATION, INC.
- SPECIFIC DESIGN, CONSTRUCTION & EGRESS FEATURES, WHICH ARE UNIQUE TO THIS DEVELOPMENT, WILL BE ADDRESSED BY THE FIRE CHIEF AND BUILDING OFFICIALS DURING THE PLAN REVIEW PROCESS PRIOR TO PERMITTING.
- PLEASE REFER TO SHEET 2 OF 2 (THIS SHEET) OF THIS SUBMITTAL FOR THE CONDITIONS OF ZONING.

ALTERNATE STANDARDS

ALTERNATE STANDARDS FOR SILVER OAKS VILLAGE – PARCEL K
SILVER OAKS VILLAGE WILL BE A PEDESTRIAN–FRIENDLY, TRADITIONAL NEIGHBORHOOD. THE FOLLOWING ALTERNATE STANDARDS MAY BE USED FOR THE DESIGN OF THIS PARCEL, AND THE FOLLOWING TRAFFIC CONTROL MEASURES MAY BE EMPLOYED:

- INTERSECTION TURNING RADII OF 15 FEET.
- TWENTY–FOOT WIDE STREETS WITH OPTIONAL EIGHT–FOOT WIDE ON–STREET PARKING.
- REDUCED SETBACKS OF 10' FRONTING STREETS, 10' SEPARATION BETWEEN BUILDINGS, AND 5' FROM OTHER PROPERTY LINES.
- FORTY–FOOT WIDE RIGHTS–OF–WAY.
- EIGHTEEN–FOOT WIDE ALLEYS, CONSTRUCTED OF PAVEMENT OR STABILIZED MATERIAL.
- OTHER TRAFFIC–CALMING OR PEDESTRIAN–FRIENDLY MEASURES SPECIFICALLY APPROVED BY THE SITE PLAN REVIEW COMMITTEE.
- MIXED USES OF RESIDENTIAL & COMMERCIAL OR OFFICE IN THE SAME BUILDINGS. ACCESSORY DWELLING UNITS ALLOWED ON CERTAIN LOTS.
- THE COST OF THE RELOCATION OF THE EXISTING FORCEMAIN REQUIRED IN PARCEL "K" WILL BE EQUALLY SHARED BY THE CITY AND THE DEVELOPER.
- CONCURRENTLY WITH PARCEL "K" DEVELOPMENT CONNECTING TO MASSEY ROAD, MASSEY ROAD WILL BE PAVED TO EILAND BLVD.
- ALL DEVELOPMENT IN THE SILVER OAKS VILLAGE CENTER WILL CONFORM TO THE APPROVED COMMUNITY DESIGN GUIDELINES. A SEPARATE SET OF DESIGN GUIDELINES WILL BE ESTABLISHED AND BE APPROVED FOR THE RESIDENTIAL DEVELOPMENT.
- ARCHITECTURE:** ALL DEVELOPMENT IN PARCEL "K" WILL BE REVIEWED AND APPROVED BY DEVELOPER AND ARCHITECTURAL FIRM.
- LANDSCAPING:** EILAND BLVD. – COMBINATION OF FENCE, TREES, AND LANDSCAPING. REMAINING PERIMETER – TREES/LANDSCAPING MIN. INTERNAL – MINIMUM 12–14 FOOT OAKS @ 35 FOOT CENTERS.
- RECREATION:**
A. A CHILDREN'S PLAYGROUND WILL BE CONSTRUCTED ON A SITE TO BE DETERMINED MUTUALLY BY THE CITY & DEVELOPER.
B. THE BIKE PATH WILL BE CONSTRUCTED BY THE DEVELOPER AND CONTINUED TO THE MAJOR EAST/WEST THOROUGHFARE.
* BOTH A & B WILL COINCIDE W/ DEVELOPMENT OF ADJACENT PROPERTY AND/OR A MAX. OF 2 YEARS FROM PUD APPROVAL.
- PARKING:**
PARKING SPACES ARE PROPOSED IN THE VILLAGE CENTER BASED ON 1 SPACE : 235 SQUARE FEET.
- MULTI–FAMILY AND APARTMENT UNITS WITHIN PARCEL K CAN BE INTERCHANGED PROVIDED THE TOTAL MULTI–FAMILY + APARTMENT COUNT DOES NOT EXCEED A TOTAL OF 224 DWELLING UNITS

LAND USE SUMMARY

SINGLE FAMILY	AREA	UNITS	UNITS/ACRE	COMMENTS
PARCEL	"A"	47.92	135	2.82/ACRE
	"B"	3.08	9	2.92/ACRE
	"C2"	2.69	8	2.97/ACRE
	"F"	28.73	86	2.99/ACRE
	"N"	0.93	2	2.15/ACRE
	"K"	*	82	*
	"G"	25.47	92	3.61/ACRE
	"U1"	17.90	69	3.85/ACRE
	"L"	4.00	18	4.50/ACRE
TOTAL SINGLE FAMILY UNITS		501		

MULTI FAMILY

PARCEL	"C1"	1.76 AC	15	8.52/ACRE	AVERAGE LOT = 13,000 S.F. ACCOMMODATE A 4 UNIT BLDG.
	"D"	3.47	24	6.92/ACRE	AVERAGE LOT = 3,500 S.F. ACCOMMODATE A 2–STORY TOWNHOUSE
	"E"	1.07	10	9.35/ACRE	AVERAGE LOT = 3,900 S.F. ACCOMMODATE 1/2 OF A DUPLEX
	"K"	*	74	*	AVERAGE LOT = 2,500 S.F. ACCOMMODATE 1 UNIT
	"A"	***	2	***	AVERAGE LOT = 3,900 S.F. ACCOMMODATE 1/2 OF A DUPLEX
TOTAL MULTI FAMILY UNITS		125			

APARTMENTS

PARCEL	"K"	*	150	*	1,2 & 3 BEDROOM UNITS
TOTAL APARTMENT UNITS		150			

TOTAL RESIDENTIAL UNITS =776

	AREA	UNITS	F.A.R.	COMMENTS
NEIGHBORHOOD COMMERCIAL				
PARCEL	"M"	6.68 AC	72,227 SF	0.25
PARCEL	"K"	*	18,373 SF	*

OFFICE / PROFESSIONAL

PARCEL	"K"	*	50,162 SF	*	BANK, BEAUTY & BARBER SHOP, DAY–CARE, FLORIST, FOOD SERVICE, LAUNDROMAT, MEDICAL CLINIC, OFFICE SUPPLY, PHARMACY, PROFESSIONAL OFFICES, TRAVEL AGENCY
PARCEL	"M"	**	44,811 SF	**	
PARCEL	"O"	0.98 AC	6,860 SF	0.16	

RECREATION

PARCEL	"I"	5.75 AC	40,000 SF	0.25	CITY OF ZEPHYRHILLS MULTI–PURPOSE BUILDING
PARCEL	"J"	2.20 AC	10,000 SF	0.10	FUTURE RECREATIONAL FACILITIES

GOLF COURSE

PARCEL	"U2"	118.03 AC	****		
	"V"	2.29 AC			OPEN TO THE PUBLIC
	"W"	4.87 AC			
(TOTAL 141.83 AC)					

PARKS

RIGHT OF WAYS

ZEPHYRHILLS BY–PASS – 22.32 AC		TO BE DEDICATED TO PASCO COUNTY	
SIMONS, FORT KING, FOUNTAIN, MASSEY – 2.73 AC		TO BE DEDICATED TO ZEPHYRHILLS	

* Parcel "K", also known as Silver Oaks Village will be a mixed use parcel of 39.71 acres. Due to the separate use of the same buildings in certain areas, it is impractical to provide acreages and densities for each land use.

** Parcel "M" is a 10.16–acre parcel with both office and commercial uses allowed. The individual breakdown of acreage & density may vary.

*** Parcel "A" is a 47.92–acre parcel with both single and multi family uses allowed. The individual breakdown of acreage & density may vary.

**** Parcel "U" is the golf course parcel which will include 77 single family residence as indicated above.

Note: Parcels "R", "S" & "T" have been eliminated.

LEGAL DESCRIPTIONS

PER SURVEY FROM BROWN LAND SURVEYING, ZEPHYRHILLS, FL. DATED NOVEMBER 13, 1986

THE EAST 1/2 OF THE EAST 1/2 OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, LESS R/W FOR SIMONS ROAD AND GEIGER ROAD, AND THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND TRACTS 40, 41, 55, 56, 57, 58, 69, 70, 71, 72, 73, 74, 75, 76, 85, 86, 87, 88, 89, 90, 91, 103, 104, 105, 106, 107, 119, 120, 121, 122 OF ZEPHYRHILLS COLONY COMPANY LANDS, IN SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY.

THE FOLLOWING PROPERTY DESCRIPTION IS AN ADJUSTMENT TO THE SILVER OAKS BOUNDARY PER COURT JUDGEMENT, CASE No. CA 89–1781, DIVISION "B", PREPARED BY BOBBY W. SIMMONS, LAND SURVEYOR, FL P.L.S. #2763, DATED APRIL 11, 1989 AND RECORDED BY PASCO COUNTY ON MAY 5, 1989.

TRACTS 39 AND 42, IN SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AS PER PLAT OF ZEPHYRHILLS COLONY COMPANY LANDS, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PARCEL "A": A PORTION OF TRACTS 40, 41, 55 AND 56, ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 55; THENCE ALONG THE NORTH LINE THEREOF, RUN N 89°44' W, (REFERENCE BEARING) 32.58 FEET TO MAINTAINED RIGHT–OF–WAY LINE ON THE WEST BOUNDARY OF FOUNTAIN ROAD FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT–OF–WAY LINE S 0°21'35" W, 7.15 FEET TO AN EXISTING FENCE CORNER; THENCE ALONG AN EXISTING FENCE LINE N 89°37' W, 649.0 FEET; THENCE N 0°32' E, 660.0 FEET; THENCE S 89°41' E, 57.94 FEET TO THE EAST LINE OF SAID TRACT 40; THENCE ALONG THE EAST LINE OF TRACTS 40 AND 41, S 1°27'15" W, 654.24 FEET TO THE NORTHWEST CORNER OF TRACT 55; THENCE ALONG SAID LINE, S 89°44' E, 601.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.88 ACRES

PARCEL "B": A PORTION OF TRACT 39, ZEPHYRHILLS COLONY COMPANY LANDS SUB–DIVISION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 39; THENCE ALONG THE NORTH LINE THEREOF, RUN N 89°48'35" E, (REFERENCE BEARING) 589.02 FEET TO MAINTAINED RIGHT–OF–WAY LINE ON THE WEST BOUNDARY OF FOUNTAIN ROAD; THENCE ALONG SAID LINE S 0°21'35" W, 3.53 FEET; THENCE ALONG AN EXISTING FENCE LINE N 89°41' W, 589.06 FEET TO THE WEST LINE OF SAID TRACT 39; THENCE ALONG SAID LINE N 1°27'15" E, 2.23 FEET TO THE POINT OF BEGINNING.

PARCEL "C": A PORTION OF TRACTS 39 AND 42, ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 39; THENCE ALONG THE NORTH LINE THEREOF, RUN N 89°48'35" W, (REFERENCE BEARING) 9.47 FEET TO MAINTAINED RIGHT–OF–WAY LINE ON THE EAST BOUNDARY OF FOUNTAIN ROAD; THENCE ALONG SAID LINE S 0°21'35" W, 657.17 FEET TO THE SOUTH LINE OF SAID TRACT 42; THENCE ALONG SAID LINE S 89°44' W, 2.58 FEET TO THE EAST LINE OF SAID TRACT 42, THENCE ALONG THE EAST LINE OF TRACTS 39 AND 42, N 0°57'39" E, 657.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.091 ACRES

THE GOLF COURSE PROPERTY, DRAINAGE, UTILITY AND CART EASEMENTS, AS SHOWN AND NOT SHOWN ON THIS PLAN, ARE DELINEATED FROM THE BOUNDARY SURVEY FOR SILVER OAKS GOLF COURSE, PREPARED BY BILL R. BROWN & ASSOCIATES, INC., LATEST REVISION DATED JANUARY 2, 1990 SHEETS 1 THROUGH 4 OF 4.

THE EXISTING PLATTED AREA OF SILVER OAKS IS DELINEATED FROM THE SILVER OAKS PHASE ONE PLAT, AS RECORDED BY PASCO COUNTY, PLAT BOOK 26, PAGES 46 THROUGH 49, DATED APRIL 4, 1988.

THE PROPOSED ZEPHYRHILLS WEST BY–PASS, AS SHOWN ON THIS PLAN, IS DELINEATED FROM THE BOUNDARY SURVEY FOR SILVER OAKS GOLF COURSE AND FROM THE ROAD CONSTRUCTION PLANS FOR THE ZEPHYRHILLS BY–PASS WEST, FROM HANDCART ROAD AND S.R. 54 (PASCO COUNTY PROJECT NO. 04324–0/000145), PREPARED BY CH2M HILL, LATEST REVISION – OCTOBER 1990.



BGE, Inc.
2203 N. Lois Ave., Suite G300,
Tampa, FL 33607
Tel: 813–848–0901 • www.bgeinc.com
FL Registry No. 32116

Copyright

SMITH CATTLE & GROVE, INC.

SILVER OAKS

PUD UPDATE

LAND USE NOTES

2

2 OF 2



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

CHARLES E. PROCTOR
President

JODI WILKESON
Vice President

W. ALAN KNIGHT
Councilman

LANCE A. SMITH
Councilman

KENNETH M. BURGESS, JR.
Councilman

WILLIAM C. POE, JR.
City Manager

LORI L. HILLMAN
City Clerk, MMC

MATTHEW E. MAGGARD
City Attorney

November 5, 2021

Mr. Ryan McCaffrey, AICP
Hamilton Engineering and Surveying, Inc.
3409 W. Lemon St.
Tampa, FL 33609

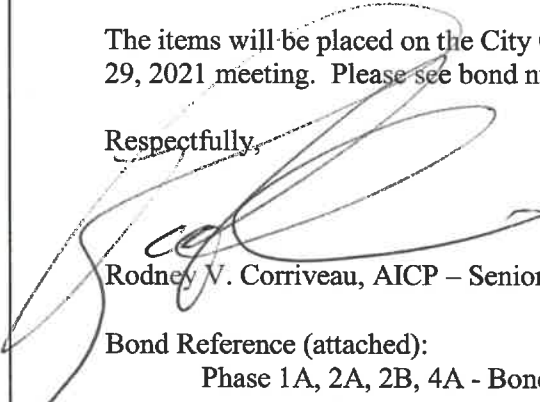
Re: Zephyr Lakes Phases 1A – 2A - 2B - 4A Performance Bonds Release

Dear Mr. McCaffrey,

We are in receipt of the Engineer of Record (EOR) Certification of Construction Completion notification for the above-mentioned phases of the Zephyr Lakes subdivision. Coordination has taken place with the proper departments within the City and those departments recommend moving forward with releasing the bonds. Therefore, please be advised the City Administration approves releasing the performance bonds for the above-referenced phase of the Zephyr Lakes Subdivision.

The items will be placed on the City Council agenda as a "noted item" at the November 29, 2021 meeting. Please see bond numbers below for your records.

Respectfully,


Rodney V. Corriveau, AICP – Senior Planner

Bond Reference (attached):
Phase 1A, 2A, 2B, 4A - Bond #LICX1167327

CC: City Attorney Matt Maggard
City Manager William Poe

PERFORMANCE BOND

BY THIS BOND, WE, ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT, as PRINCIPAL, and Lexon Insurance Company, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$945,177.81 Dollars, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Zephyr Lakes Phases 1A, 2A, 2B, & 4A and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within one (1) year after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of

Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 23rd day of July, 20 19.

ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT
PRINCIPAL (Seal)

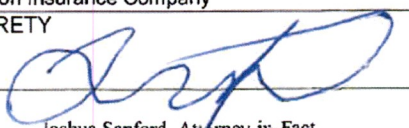
By 

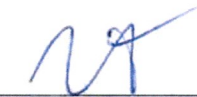
Witness: 

Lexon Insurance Company

SURETY

(Seal)

By 

Witness: 

Nicholas Turecamo

Joshua Sanford, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

CITY OF
ZEPHYRHILLS

POWER OF ATTORNEY

9349

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Donna M. Planeta, Joshua Sanford, Aimee R. Perondine, Aiza Anderson, Danielle D. Johnson, Michelle Anne McMahon its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 23rd Day of July, 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

CHARLES E. PROCTOR
President

JODI WILKESON
Vice President

W. ALAN KNIGHT
Councilman

LANCE A. SMITH
Councilman

KENNETH M. BURGESS, JR.
Councilman

WILLIAM C. POE, JR.
City Manager

LORI L. HILLMAN
City Clerk, MMC

MATTHEW E. MAGGARD
City Attorney

November 5, 2021

Mr. Ryan McCaffrey, AICP
Hamilton Engineering and Surveying, Inc.
3409 W. Lemon St.
Tampa, FL 33609

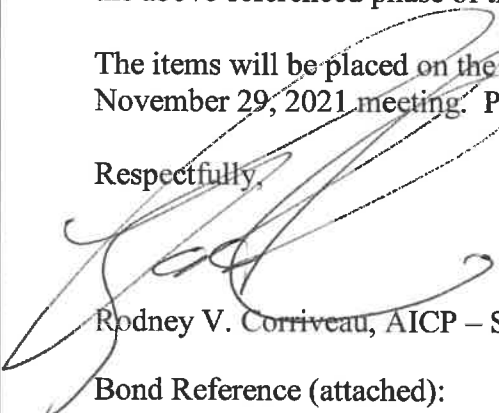
Re: Zephyr Lakes Phase 2D Performance Bond Release

Dear Mr. McCaffrey,

We are in receipt of the Engineer of Record (EOR) Certification of Construction Completion notification for the above-mentioned phase of Zephyr Lakes. We have coordinated with the proper departments within the City and those departments have given clearance and allowed for the release of the bond. Please be advised the City Administration approves releasing the performance bond for the above-referenced phase of the Zephyr Lakes Subdivision.

The items will be placed on the City Council agenda as a "noted item" at the November 29, 2021 meeting. Please see bond numbers below for your records.

Respectfully,


Rodney V. Corriveau, AICP – Senior Planner

Bond Reference (attached):
Phase 2D - Bond #POA1002525

CC: City Attorney Matt Maggard
City Manager William Poe

PERFORMANCE BOND

BY THIS BOND, WE, ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT, as PRINCIPAL, and Seneca Insurance Company, Inc., as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$77,126.85 dollars for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Zephyr Lakes Phase 2D and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within one (1) year after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of

Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

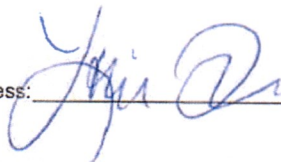
AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

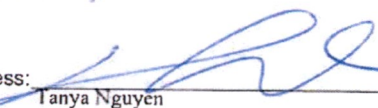
IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 30th day of March, 20 20

Witness:



Witness:


Tanya Nguyen

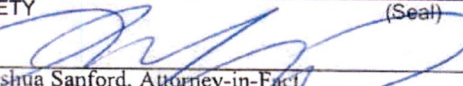
Zephyr Lakes Community Development District

PRINCIPAL (Seal)

By  Chairman

Seneca Insurance Company, Inc.

SURETY (Seal)

By 
Joshua Sanford, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

POWER OF ATTORNEY
SENECA INSURANCE COMPANY, INC.
PRINCIPAL OFFICE, NEW YORK, NEW YORK

92001

KNOW ALL MEN BY THESE PRESENTS: That SENECA INSURANCE COMPANY, INC., a corporation duly organized and existing under the laws of the State of New York, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turecamo, Michelle Anne McMahon

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind the Corporation thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of the Corporation at its principal office, in amounts or penalties not exceeding: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on 31 day, of January month, 2021 year.

This Power of Attorney is granted pursuant to unanimous written consent passed the 19th day of September 2011 by the directors of Seneca Insurance Company, Inc. in accordance with Article II, Section 12 of the By-Laws of Seneca Insurance Company, Inc.

Resolved that the President, Vice President, Secretary and Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signatures, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney to execute on behalf of, and acknowledge as the act and deed of the Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, SENECA INSURANCE COMPANY, INC. has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2019.



Corporate Seal:

SENECA INSURANCE COMPANY, INC.

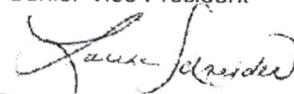
By 

Daniel Sussman
Senior Vice President

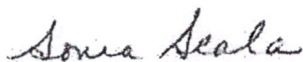
STATE OF NEW JERSEY,
ss.:
COUNTY OF MORRIS

On this 11th day of March, 2019 before me, a Notary Public, personally appeared the above named officers, Daniel Sussman and Laura Schneider, who, being duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Vice President of the said SENECA INSURANCE COMPANY, INC. and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

Attest: -



Laura Schneider
Senior Vice President



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Seneca Insurance Company, Inc. on the 30th day of March, 2020