



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, December 13, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President W. Alan Knight
Roll Call – Finance Supervisor Jessica Carter
Invocation – Pastor Nick Deford
Pledge of Allegiance – Council President W. Alan Knight

1. MAYOR

1.1 Swearing-in of New Officers

1.2 Presentation to Utilities Department-Water Division

2. CONSENT ITEMS

2.1 Zephyrhills Police Department In-car Camera Purchase

1. Axon Fleet 3 Agreement

2.2 Command Post Refurbishment

1. SKM_C250i20120213290

2.3 Skydive City sublet agreement with General Services Administration. SOCOM

1. 2021 SOCOM

2.4 Request Council approval for the Jones Edmunds - Ft. King Water Main, Amendment #1

1. 2021-12-07-PECON-Zephyrhills-35-18-03-TA-JE-21-02-Amendment1

2.5 Fuel Farm Bid #11-21-04 Change Order No.1

1. 11-21-04_CO1 Fuel farm 2021

2.6 Approval of Grapple Truck for Streets/Sanitation through the Florida Sheriff's Association Contract

1. 2023 Peterbilt 567 Grapple Roll Off Truck

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Silver Oaks PUD Amendment

Second 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.”**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1432-21 on the Second Reading

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

3.2 Abbott Square CDD Ordinance

Second 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."**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1430-21 on the Second Reading

1. Ordinance 1430-21 - Abbott Square CDD 11-15-2021
2. Ordinance 1430-21 Exhibit 1
3. Ordinance 1430-21 Exhibit 2
4. Abbott Square CDD Map

3.3 Land Development Code Amendment to Table 2.02.01

Second 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.”**

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1430-21 on the Second Reading**

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

3.4 Hounds Town USA Conditional Use

First Reading **RESOLUTION NO. 787-21 – “A RESOLUTION RELATED TO PET CARE SERVICES (INDOOR/OUTDOOR); APPROVING A CONDITIONAL USE TO ALLOW FOR THE UPDATE OF THE DEFINITION IN TABLE 2.02.01 OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.”**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No.787-21 on the First Reading

- 1. Resolution 787-21 Hounds Town USA Conditional Use

CITIZEN COMMENTS

- 1 Eddy Knapp - Low Flying Aircraft

- 1. Low flying Aircraft

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

- 4.1 Sale of 5031 Airport Road (Parcel No. 12-26-21-0000-04900-0030) to Kerns Family Construction

- 1. Sale of 5031 Airport Road to Kerns Family Construction

- 4.2 United Way of Pasco 2022 Tax Season Agreement

- 1. 41-21-25 United Way of Pasco - 2022 Tax Season

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.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-352395-44531.705JC

Issued: 12/01/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 05/01/2022

Account Number: 127820

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business/Delivery/Invoice-6118 8th St 6118 8th St Zephyrhills, FL 33542-3504 USA	Zephyr Hills Police Dept. - FL 6118 8th St Zephyrhills, FL 33542-3504 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Carletto-Berg Phone: Email: jcberry@axon.com Fax:	Nathan Gardner Phone: (813) 541-2917 Email: ngardner@police.zephyrhills.fl.us Fax: (813) 780-0059

Program Length	60 Months
TOTAL COST	\$54,179.98
ESTIMATED TOTAL W/ TAX	\$54,179.98

Bundle Savings	\$10,100.18
Additional Savings	\$0.00
TOTAL SAVINGS	\$10,100.18

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
Year 1	Apr, 2022
Year 2	Apr, 2023
Year 3	Apr, 2024
Year 4	Apr, 2025
Year 5	Apr, 2026

AMOUNT DUE	
Year 1	\$10,835.98
Year 2	\$10,836.00
Year 3	\$10,836.00
Year 4	\$10,836.00
Year 5	\$10,836.00

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B	Fleet 3 Basic	7

Bundle: Fleet 3 Basic Quantity: 7 Start: 5/1/2022 End: 4/30/2027 Total: 54179.98 USD

Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	14
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	7
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	7
SIM	72034	FLEET SIM INSERTION, VZW	7
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	7
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	7
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7
Axon Signal Unit	70112	AXON SIGNAL UNIT	7
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	7

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
Fleet3B	Fleet 3 Basic	7	04/01/2022	04/30/2027	\$0.00		\$0.00	\$0.00
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	14	05/01/2022	04/30/2027	\$17.00		\$14.33	\$12,036.22
80400	FLEET, VEHICLE LICENSE, LICENSE	7	05/01/2022	04/30/2027	\$20.00		\$16.86	\$7,080.13
72036	FLEET 3 STANDARD 2 CAMERA KIT	7	04/01/2022	04/30/2027	\$2,405.00		\$2,027.11	\$14,189.76
72034	FLEET SIM INSERTION, VZW	7	04/01/2022	04/30/2027	\$15.00		\$12.64	\$88.50
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	04/01/2022	04/30/2027	\$1,249.00		\$1,052.75	\$7,369.24

71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	04/01/2022	04/30/2027	\$249.00		\$209.88	\$1,469.13
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	7	04/01/2022	04/30/2027	\$25.00		\$21.07	\$147.50
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7	05/01/2022	04/30/2027	\$1,200.00		\$1,011.45	\$7,080.13
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	7	04/01/2022	04/30/2027	\$25.00		\$21.07	\$147.50
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	04/01/2022	04/30/2027	\$8.96		\$7.55	\$2,590.38
70112	AXON SIGNAL UNIT	7	04/01/2022	04/30/2027	\$279.00		\$235.16	\$1,646.13
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	7	04/01/2022	04/30/2027	\$1.16		\$0.98	\$335.36
							Total	\$54,179.98

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/1/2021

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Zephyr Hills Police Dept. - FL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

CONSENT ITEMS 2.2

Command Post Refurbishment

Issue:

Providing a mobile command center allows police officers to have the ability to host all of their necessary functions in a single area, all while being able to move throughout their community as needed.

Background:

Whether responding to a high-risk situation or providing event security, a mobile command is quickly becoming a staple of an effective department. Having a mobile command center at the ready can ensure public safety agencies have not only the manpower but the technology, resources and coordination they need in case of an emergency. As public safety technology and 911 Communications continue to evolve, the benefits of investing in a mobile command center are becoming increasingly important.

Attachment(s):

1. SKM_C250i20120213290

Fiscal Impact:

The FY21 impact fees include sufficient subsidies for this purchase. The amount budgeted for this project is \$85,000. The typical cost for a new unit can be anywhere from \$250,000 to 500,000. Last year, the police department acquired a truck from the utility department. Acquiring this vehicle will allow the department to refurbish a city-owned vehicle with low mileage. The heavy vehicle renovation will be completed by PRIDE, whose services are available for purchase by Florida agencies without competitive procurement. The cost of renovations has been estimated at \$79,758, which is \$5242 under budget.

Staff Recommendation:

Staff recommends approval of this project.



How to Use This Contract

PRIDE (94131608-16-P)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/pride/pride.

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
 - Create a requisition/purchase order in [MFMP Buyer](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders); for additional information, visit https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders.
 - **CATALOG TYPE:** Line item - Create a requisition and search by contractor, contract name, contract number, manufacturer, part number, or item name/description; click the 'Add to Cart' button to add the item(s) to the requisition.
 - **COMMODITY CODE:** 31211500, 47131800, 53102300, 53102402, 53102716, 53103000, 56101600, or select the most appropriate eight-digit commodity code under 44121500, 46181500, 52121500, 53101500, 53101600, 53131600, or 81112000; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
 - **METHOD OF PROCUREMENT:** N - Correctional work program (PRIDE)
- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.
- This contract includes items on the **Florida Climate-Friendly Preferred Products List** located at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/florida_climate_friendly_preferred_products_list.

Additional Information

- Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) is a non-profit corporation authorized by the Florida Legislature through section 946.515, Florida Statutes, to administer an inmate work program. **Products and services are available for purchase from**

4/20/21

PRIDE by Florida agencies without competitive procurement. Subject to the agency determination provided for in subsection 287.042(1) and section 946.515, Florida Statutes, no similar product or service of comparable price and quality, found necessary for use by any state agency, may be purchased from any source other than PRIDE if PRIDE certifies that the product is manufactured by, or the service is provided by, inmates, and the product or service meets the comparable performance specifications and comparable price and quality requirements. Any service or item manufactured, processed, grown, or produced by PRIDE in a correctional work program may be furnished or sold to any legislative, executive, or judicial agency of the state, any political subdivision, any other state, any foreign entity or agent thereof, any agency of the Federal Government, or any person, firm, or business entity if not prohibited by federal law.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.



ICN: 11173-3

HEAVY VEHICLE RENOVATION

3950 Tiger Bay Road, Daytona Beach, Florida 32124
mbishop@pride-enterprises.org 813.890.6577

Customer: Zephyrhills Police Department
6118 8th Street
Zephyrhills, Florida 33542

Contact: Nathan Gardner
Phone: 813.541.2917
Email: ngardner@police.zephyrhills.fl.us

Make: Ford
Model: E-450
Year:

Tag:
VIN:
Mileage:

CONTRACTUAL PROVISIONS

Customer acknowledges that this contract constitutes the entirety of the work to be completed and that it supersedes all previously issued contracts, revisions, addendums, and verbal agreements. Goods and services not listed in this contract will not be provided unless and until agreed upon in writing by the parties in an addendum contract. This contract is valid for **sixty (60) days** from the date of execution indicated by the signature date of the PRIDE HVR Manager below. PRIDE HVR makes no guarantees, expressed or implied, as to the completion or delivery date of contracted projects. As such, delivery dates are estimates only and subject to change. Production scheduling is dependent upon the obtainability of parts and materials, institutional matters beyond PRIDE HVR's control, and unexpected complications in the fabrication or renovation process. Emergency vehicle projects take precedence in scheduling which may also affect the completion and delivery dates of other projects.

FABRICATE MOBILE COMMAND CENTER

ADMINISTRATION

- a. Comprehensive inspection upon arrival. Irregularities and concerns documented and communicated to customer.
- b. Schedule Project Management Reviews "PMR" as needed.
- c. Quality Assurance Inspection upon completion of contracted work.
- d. Provide Customer with training on vehicle and equipment usage at the time of delivery.

GENERAL CONFIGURATION

- a. Customer shall provide one (1) Ford E-450 Super Duty Box Truck for the fabrication process.
- b. The vehicle interior shall consist of two (2) rooms - the front workstation area and the rear command room.
- c. Build-out shall be in accordance with the attached floor plan. Exact dimensions and final layout configuration shall be determined and approved at the prebuild PMR. Floor plan is not to scale.

EXTERIOR - BUILD-OUT

- a. Install two (2) white 15k BTU non-ducted roof-mounted AC units with heat strips.
 - i. Installation shall include a wall-mounted digital thermostat and zone control.
- b. Install one (1) King Omni multi-directional HDTV antenna on the roof.

ICN: 11173-3

Customer Initials: 

Page 1 of 6

- c. Install one (1) 16' electric cassette awning - WHITE case and BLACK fabric - on the passenger side of the vehicle.
 - i. Installation shall include both interior and remote controls.
- d. Design, fabricate, and install one (1) weather-proof external media compartment on the passenger side of the vehicle, under the awning. The compartment shall be lockable and positive-latching, hinged on the bottom so the fold-down door can be used as a workstation.
- e. Install one (1) 36" Samsung LED HDTV in the external compartment.
 - i. Installation shall include connectivity to integrate the exterior workstation with the internal workstations.
- f. Install two (2) 120VAC outlets on the passenger side of the vehicle.
- g. Modify vehicle's existing driver side generator compartment as needed to house an 8kW generator.
 - i. Modification shall include acoustic-dampening insulation and a lockable positive-latching access panel.
- h. Install one (1) 8kW Onan Quiet Series diesel generator in the generator compartment. Installation shall include a remote start/stop switch.
- i. Design, fabricate, and install one (1) diesel fuel cell (approximately 15 gallons) for use with the generator. Fill location shall be on the driver side and clearly distinguishable from the vehicle's gasoline fill port.
- j. Install one (1) 50-ampere shore power inlet and one (1) automatic transfer switch on the driver side of the vehicle. Installation shall include one (1) 50' shore power cord.
- k. Install house batteries (as needed) that will operate separately from the vehicle's battery system.
- l. Purchase and install one (1) backup camera with 9" monitor in the cab area of the vehicle.
- m. Remove existing rear double doors, rear bumper ladder, and handrails. Frame in opening and cover with new metal panels similar to existing exterior panels.

EXTERIOR - PAINT

- a. Removable items such as brackets, compartment doors, door hinges, emergency equipment, and trim items shall be removed to ensure paint behind all mounted items.
- b. Chemical Cleaning and Treatment - All surfaces will be cleaned to remove dirt, oil, grease, and oxides to ensure the subsequent coatings bond properly.
- c. Manual Surface Preparation - Graphics will be removed and all surfaces to be painted will be thoroughly sanded and prepped for paint. Minor surface imperfections will be removed or filled, then sanded smooth.
- d. All exterior surfaces, to include front bumper and wheels, will be painted WHITE using a single-stage paint system that delivers a durable and long-lasting finish.
- e. The rear bumper will be painted BLACK using a single-stage paint system that delivers a durable and long-lasting finish.

EXTERIOR - GRAPHICS

- a. Fabricate and apply a custom vehicle graphics package consisting of reflective lettering, striping, and agency insignias. Customer shall provide all artwork.

EXTERIOR – EMERGENCY LIGHTS

- a. Purchase and install emergency lighting.
 - i. Front:
 - 1. Two (2) BLUE Whelen M6 Super-LED lights with clear lens above the windshield.
 - 2. Two (2) BLUE Whelen Super-LED grill lights.
 - ii. Passenger Side:
 - 1. Four (4) BLUE Whelen M6 Super-LED lights with clear lens.
 - 2. One (1) WHITE Whelen M6 Super-LED scene lights.
 - 3. Three (3) WHITE Maxxima 24" LED 1200 lumen under-carriage lights.
 - iii. Driver Side:
 - 1. Four (4) BLUE Whelen M6 Super-LED lights with clear lens.
 - 2. One (1) WHITE Whelen M6 Super-LED scene lights.
 - 3. Three (3) WHITE Maxxima 24" LED 1200 lumen under-carriage lights.
 - iv. Rear:
 - 1. Four (4) BLUE Whelen M6 Super-LED lights with clear lens.
 - 2. One (1) WHITE Whelen M6 Super-LED scene lights.
 - 3. Two (2) WHITE Maxxima 24" LED 1200 lumen under-carriage lights.

INTERIOR – GENERAL BUILD-OUT

- a. Demo interior to include walls and ceiling coverings, furniture, and fixtures.
- b. Frame interior walls and ceiling to allow for flush-mounted outlets and connectivity.
- c. Install insulation where practicable and apply 1/2" plywood to wall and ceiling framing.
- d. Apply BLACK MARCASITE High-UV Polypropylene carpet to the ceiling throughout the vehicle.
- e. Apply IVORY fiberglass-reinforced (FRP) panels with pebble-embossed finish on the walls throughout the vehicle.
- f. Install ONYX BLACK Lonseal Loncoin II Flecks anti-microbial, water-resistant, commercial-grade vinyl flooring throughout the vehicle.
- g. Install Whelen 8" round WHITE/RED CHANGEABLE Super-LED lights with chrome flanges in the ceiling throughout the vehicle to provide sufficient lighting for the vehicle's intended use.
- h. Install one (1) 120VAC circuit breaker system and one (1) 12VDC fuse panel in the cab area of the vehicle.
- i. Install one (1) IOTA converter/charger to provide a 12VDC power source and to maintain the house batteries while generator is in use.
- j. All cabinetwork shall be made using 3/4" cabinet-grade plywood covered in WilsonArt laminate (customer to determine colors at prebuild PMR. Cabinet drawers shall be constructed with commercial-grade, positive-latching catches and locks, and full-extension ball bearing tracks with 150lb. ratings.
- k. All electrical wiring shall be installed into raceways at the junction of the walls and ceiling to permit easy access to facilitate maintenance and troubleshooting. AC and DC wiring shall be separated to prevent AC induction in the DC distribution and shall be in accordance with NEC meeting all applicable electric codes as well as recognized industry standards.
- l. Install one (1) combination smoke alarm / carbon monoxide detector
- m. Install one (1) 5lb. ABC fire extinguisher.

INTERIOR – FRONT WORKSTATION AREA

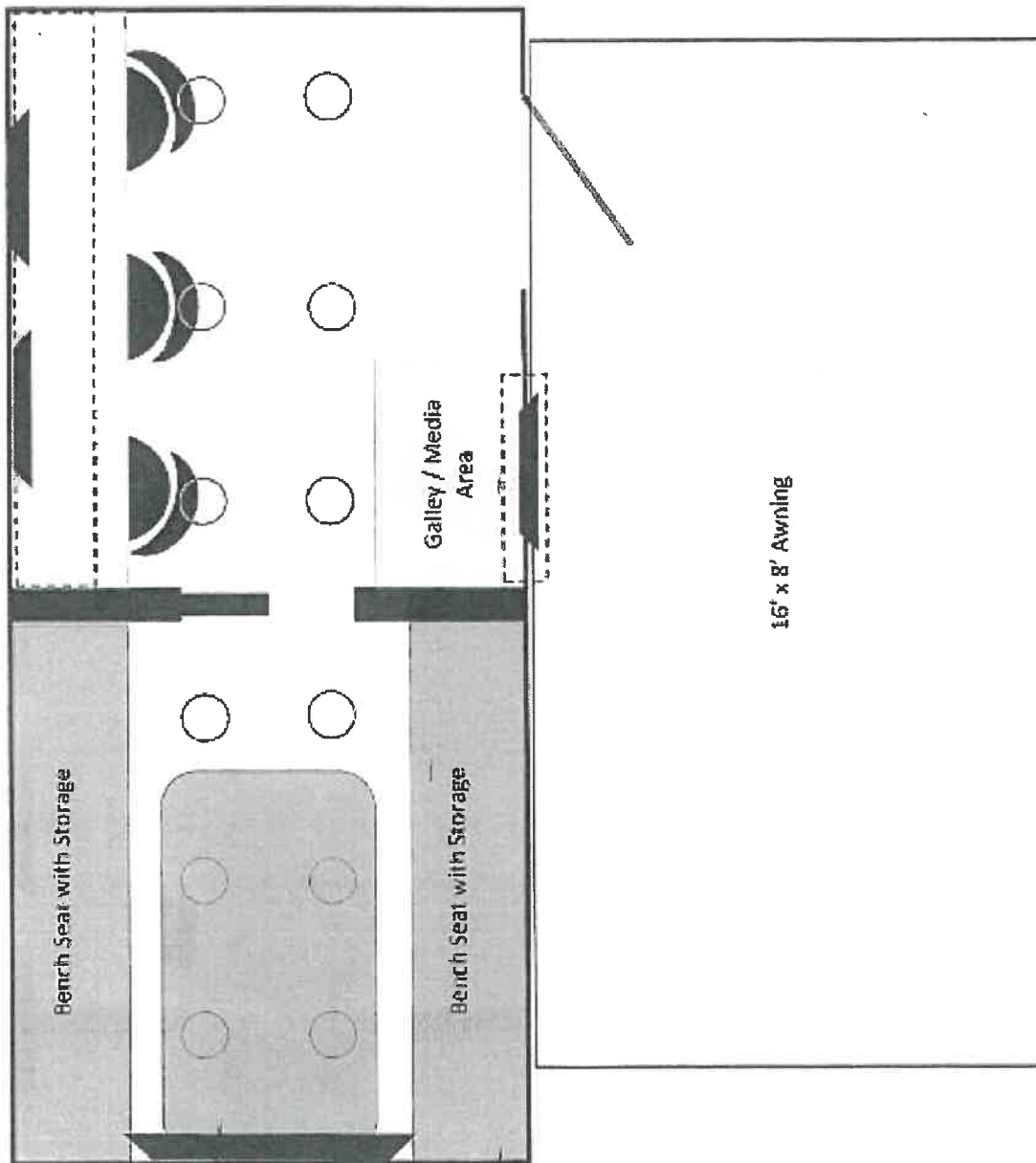
- a. Design, fabricate, and install one (1) wall-to-wall countertop work surface on the driver side of the vehicle divided into three (3) separate workstations.
 - i. The countertop shall be covered in WilsonArt DEEP SPRINGS laminate.

- ii. Each workstation shall have one (1) 120VAC outlet with USB charger and connectivity outlets.
 - iii. Each workstation shall have one (1) under-counter positive-latching sliding drawer.
- b. Design, fabricate, and install one (1) wall-to-wall upper cabinet on the driver side of the vehicle.
 - i. The cabinet will have adjustable shelves and three (3) top-hinged doors supported by gas shocks with positive-latching handles.
 - ii. The upper cabinets shall be covered in WilsonArt EMPIRE MAHOGANY laminate.
- c. Purchase and install three (3) under-mount LED task lights on the upper cabinets above each workstation.
- d. Purchase and install two (2) 36" Samsung LED HDTVs on the wall between the countertop and the upper cabinetry, evenly spaced between the workstations. Monitors shall be integrated with the other internal and external workstations.
- e. Design, fabricate, and install one (1) galley cabinet on the passenger side of the vehicle.
 - i. Cabinet shall be covered in WilsonArt EMPIRE MAHOGANY laminate.
 - ii. Purchase and install one (1) BLACK under-counter refrigerator in the galley cabinet.
 - iii. Purchase and install one (1) BLACK microwave in the galley cabinet.
- f. Design, fabricate, and install one (1) vented media cabinet on the passenger side of the vehicle above the galley cabinet.
 - i. Cabinet shall be covered in WilsonArt EMPIRE MAHOGANY laminate.
 - ii. Space will be provided for customer to add electronic equipment as desired.
 - iii. Purchase and install one (1) connectivity matrix switch.

INTERIOR – REAR COMMAND ROOM

- a. Design, fabricate, and install a bench seat on the driver side of the vehicle.
 - i. The base shall be covered in WilsonArt EMPIRE MAHOGANY laminate.
 - ii. The seats shall be covered in BLACK vinyl.
 - iii. The seats shall be supported by gas shocks to provide access to the storage area beneath.
 - iv. Install two (2) 120VAC outlets with USB chargers on the face of bench seat.
- b. Design, fabricate, and install a bench seat on the passenger side of the vehicle.
 - i. The base shall be covered in WilsonArt EMPIRE MAHOGANY laminate.
 - ii. The seats shall be covered in BLACK vinyl.
 - iii. The seats shall be supported by gas shocks to provide access to the storage area beneath.
 - iv. Install two (2) 120VAC outlets with USB chargers on the face of bench seat.
- c. Design, fabricate, and install one (1) conference table (approximately 3' x 6') anchored to the rear wall of the room.
 - i. The table shall be covered in WilsonArt DEEP SPRINGS laminate.
 - ii. Design, fabricate, and install one (1) switch-activated, linear-actuated pop-up media station in the center of the conference table to include 120VAC outlets with USB chargers, and HDMI and Cat-6 connectivity.
- d. Purchase and install one (1) 60" Samsung LED HDTV on the rear wall of the room.
 - i. Installation shall include 120VAC outlet and connectivity to integrate with internal and external workstations.

FLOOR PLAN OVERVIEW



ICN: 11173-3

Customer Initials:

[Handwritten signature]

Page 5 of 6

CUSTOMER AGREEMENTS – PLEASE READ

The removal of windshields, back glass, quarter glass, and reveal molding carries the inherent risk of breakage. Customer agrees to hold harmless PRIDE HVR for glass breakage during the removal process – if applicable – and acknowledges that liability for breakage, and additional costs of replacement, rests solely with Customer if this service is requested.

Sometimes, worn, broken, or damaged parts or materials are obscured or not evident upon initial evaluation. This contract is based on PRIDE HVR's assessment of project details provided by Customer (typically photographs) prior to the creation of the contract. Therefore, Customer agrees that this contract does not cover additional costs or repairing or replacing latent damages or defects only discoverable after work has been started. As such, quotes on parts, labor, and services are current, but subject to change.

Customer agrees that equipment, parts, materials, appliances, hardware, etc. removed during the renovation process will be discarded unless otherwise specified in writing by Customer prior to completion of work.

Indemnification Clause: PRIDE Enterprises has extended sovereign immunity under section 946.5026 and 768.28, Florida Statutes, and, therefore, as a matter of Florida law, cannot agree to any indemnification or hold harmless clauses in any contract with a private company or individual. In addition, the state of Florida will not allow an additional insured on PRIDE's coverages, nor will the State include a waiver of subrogation in favor of any private company or individual.

Warranty: One (1) year for paint. One (1) year for craftsmanship. Parts and materials per existing manufacturer's warranty.

Terms are **NET THIRTY (30)** from the date of invoice.

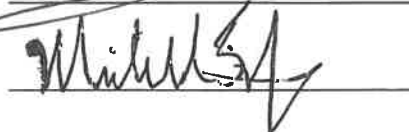
PRIDE HVR is a "secured" facility that does not permit any type of communications equipment, firearms, or weapons on the premises. Customer agrees to remove everything, up to and including, all communications equipment, firearms, and weapons from the vehicle(s) prior to transfer to PRIDE HVR. PRIDE HVR is not responsible for property left in vehicle(s) and such items may be discarded upon entry in the secured facility.

By signing below or by submitting any written or electronic authorization, payment, deposit, or purchase order, Customer authorizes PRIDE HVR to perform the scope of work specified herein and agrees to abide by and be bound to the terms and conditions above. PRIDE HVR's commencement of work shall not constitute acceptance of any additional or different terms and conditions proposed by Customer not previously agreed to in writing, and PRIDE HVR's failure to object to provisions contained in any document generated by Customer shall not be construed as a waiver by PRIDE HVR of PRIDE HVR's terms and conditions or an acceptance of any terms and conditions of Customer not previously agreed to in writing, which are hereby rejected by PRIDE HVR.

Signature of Customer (Authorized Agent):

Date: 11/2/21

Signature of PRIDE HVR Manager:

Date: 6-15-21

CONSENT ITEMS 2.3

Skydive City sublet agreement with General Services Administration. SOCOM

Issue:

N/A

Background:

At the 11/15/21 meeting, the Airport Board approved the request for Skydive City to re-enter into a sublet agreement for certain premises with GSA (General Services Administration) for use by SOCOM (Special Operations Command/MacDill Air Force base) to train the Para- Commandos.

This has been allowed as common practice for over a decade. The existing lease and extensions expire on 12/28/2021.

It is the Airport Boards recommendation that the City Council approve the continuation of the sublet agreement between Skydive City and SOCOM and that the Council and City Attorney grant written approval for such.

Attachment(s):

1. 2021 SOCOM

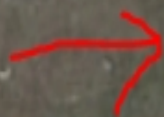
Fiscal Impact:

N/A

Staff Recommendation:

Approval of sublet agreement.

SOCOM



Skydive City/Z-Hills



CONSENT ITEMS 2.4

Request Council approval for the Jones Edmunds - Ft. King Water Main, Amendment #1

Issue:

The City has requested assistance from Jones Edmunds to provide Engineering Services During Construction (ESDC) during the construction of the Fort King Water Line Extension Project.

Background:

Recently, the City went out to bid and received the bids for the construction of a 12" water main along Ft King Rd. beginning at the Phelps Rd/Ft King intersection, heading south to the Simons Rd./Ft King area. We are currently in the process of awarding the bid to a contractor.

Attachment(s):

1. 2021-12-07-PECON-Zephyrhills-35-18-03-TA-JE-21-02-Amendment1

Fiscal Impact:

Amendment #1 will cost no more than \$66,850.00 and is currently budgeted in the FY22 budget year under the Water Division - Infrastructure line item.

Staff Recommendation:

It is recommended by staff for the Council to approve the Council President signing the amendment as presented.

AMENDMENT NO. 1

to
Task Assignment JE 21-02
Fort King Water Line Extension
to
Continuing Engineering Services Contract Dated June 11, 2018
Between
The City of Zephyrhills, Florida
and
Jones Edmunds & Associates, Inc.

This Amendment No. 1, effective when signed by both parties as of the approval date shown below, hereby amends Task Assignment JE 21-02 dated December 14, 2020, as follows:

Execution of this Amendment will result in a new contract value of:

Contract	Fee
Task Assignment JE-21-02	\$133,920.00
Task Assignment JE-21-02 Amendment 1	\$ 66,850.00
Revised Total	\$200,770.00

All other provisions of the referenced Contract, Task Assignment, and this Amendment 1 to Task Assignment JE 21-02 shall remain in effect unless subsequently changed in writing and signed by both parties.

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

OWNER:

The City of Zephyrhills, FL

By: _____
Council President

Date Approved: _____

ATTEST:

By: _____
Lori Hillman, City Clerk

CONSULTANT:

Jones Edmunds & Associates, Inc.

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

Date: December 7, 2021

MClark 12.7.21/ PSims 12.7.21

ATTEST:

By: _____
Linda Lyles, Contracts Specialist

ATTACHMENT 1

ESDC ASSISTANCE DURING CONSTRUCTION

SCOPE OF WORK

BACKGROUND

The City has requested assistance from Jones Edmunds to provide engineering services during construction (ESDC) during the construction of the Fort King Water Line Extension Project. These services will be provided in a time and materials format.

WORKSCOPE

Jones Edmunds (CONSULTANT) will provide ESDC for the Zephyrhills Fort King Water Line Extension –Project including the following tasks:

TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

An 11-month construction schedule is proposed for this project. The schedule consists of a 2-month submittal and material acquisition period followed by 9 months of on-site activities. This approach will reduce the likelihood of delays during on-site construction activities. Construction-phase services are based on this 11-month construction schedule.

Construction Administration is the office support required to complete the project and includes work items necessary to maintain the project's performance. The CONSULTANT will provide the following limited Construction-Administration services:

- Receive, log, review, and issue comments for Requests for Information (RFI).
- Prepare, log, and issue Construction Field Orders (CFO), as requested by the CITY.
- Prepare, log, and issue responses to Proposed Contract Modifications (PCM).
- Review PCMs for conformance with the Contract Documents and make recommendations.
- Prepare, log, and issue Change Orders (CO).
- Prepare, log, and issue Notices of Non-Compliance.
- Attend up to nine monthly on-site construction progress meetings.
- Prepare agendas, sign-in sheets, and meeting minutes and distribute meeting minutes associated with the progress meetings to the Contractor and the CITY electronically.
- Receive, review, and file field correspondence.
- Coordinate construction activities and issues with the CITY's Inspector.
- Assist the CITY in reviewing pay applications.
- Set up and maintain project files. Files may include miscellaneous letters/emails, submittals, RFIs, pay applications, meeting minutes, CFOs, PCMs, COs, Notices of Non-Compliance, submittals, review of Contractor-supplied Operation and Maintenance (O&M) manuals, warranties, punch lists, and testing results.

SUBMITTAL REVIEW

The CONSULTANT will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project warranties, samples, and O&M manuals. The CONSULTANT expects 20 submittals for this project. This Scope of Services includes an initial review and one resubmittal review for the expected submittals. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.

LIMITED CONSTRUCTION OBSERVATION

The CONSULTANT will provide a Resident Project Representative (RPR) during the 9-month period when on-site construction activities occur. The duties of the RPR will include:

- Visit the site not more than 2 days (8 hours per day) per week during on-site construction activities (up to 350 hours total) to assist the CITY in observing the Contractor's work and assist the CITY in monitoring that construction is being completed in accordance with the Contract Documents.
- Document testing, including coordinating with the Contractor in advance of scheduled tests.
- Take progress photographs to document construction progress.
- Work in partnership with the CITY to prepare an observation report after each on-site visit and record weather conditions, the day's activities, decisions, and other general observations.
- Confirm that materials delivered to the site are consistent with submitted materials.
- Report when clarifications and interpretations of the Contract Documents are necessary.

The CITY will provide the remaining full-time (as necessary) Construction Inspector to provide daily observation of the Contractor's work, including all RPR tasks described above. In addition to the tasks above, the CITY's Construction Inspector will track quantities placed, including stored materials, and verify the quantities billed on monthly pay applications. The CITY will submit daily observation reports and progress photographs to the CONSULTANT weekly.

CONTRACT CLOSEOUT SERVICES

When the Contractor notifies the CITY/CONSULTANT that the project is Substantially Complete, the CONSULTANT will begin contract closeout, which includes:

- Conduct a Substantial Completion site visit with the CITY and the Contractor, and provide a punch list (an initial list of items to be corrected or completed) to the Contractor and the CITY.
- Issue a Certificate of Substantial Completion to the CITY and the Contractor for signatures, with the final punch list attached.
- Conduct a Final Completion site visit with the CITY and the Contractor and document any remaining deficiencies.

- Assist the CITY with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Coordinate closeout of the Pasco County Right-of-Way Use permit.
- Review the Contractor's provided as-built Construction Drawings and CAD-based Record Drawings. This Scope of Services includes two reviews of the Record Drawings.

EXCLUSIONS & CONDITIONS

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

The construction-phase services outlined in this Scope of Services are based on the assumption that the CITY will provide an on-site Construction Inspector during construction during those times when the CONSULTANT is not on site.

ATTACHMENT 2 -PROJECT SCHEDULE

This Amendment 1 to Task Assignment JE 21-02 shall commence upon Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the CITY. Said services shall maintain the schedule as provided in the base Contract. If schedule is altered from the timeline in the base Contract or altered due to unforeseen delays, the CITY's Project Manager will be notified at once and an additional fee may be required.

ATTACHMENT 3-CONSULTANT'S PROJECT TEAM MEMBERS

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

Name	Company	Title	Responsibility
Michael Clark, PE	Jones Edmunds	Senior Engineer	Client Service Manager
Donald Sheldon, PE	Jones Edmunds	Engineer	Civil Design
Gregg Fruecht	Jones Edmunds	Construction Administrator	Construction Manager

ATTACHMENT 4 - TOTAL COST FOR SERVICES

Payment shall be in accordance with the Consultant's June 11, 2018 Contract with the City. Compensation for all services, materials, supplies, reimbursable expenses, and any other items or requirements necessary to complete the work as described herein shall be on a Time-and-Materials basis and not to exceed Sixty-six Thousand Eight Hundred Fifty Dollars (\$66,850) based on the attached rate schedule. An approximate breakdown of the labor and expenses by task is provided below.

Task	Labor	Expenses	Total
Task 1 – ESDC	\$65,450	\$1,400	\$66,850
Total Time and Materials Fee	\$65,450	\$1,400	\$66,850

ATTACHMENT 5 - TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018 Contract are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

Dated this 7th day of December, 2021.

By: Stanley F. Ferreira, Jr.
(affiant's signature)



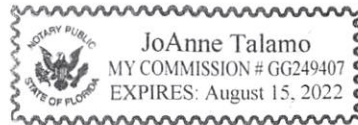
STATE OF FLORIDA
COUNTY OF ALACHUA

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

SWORN TO AND SUBSCRIBED before me on this 7th day of December, 2021, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

NOTARY'S SIGNATURE AND SEAL

JoAnne Talamo
JoAnne Talamo
COMMISSION SEAL/NUMBER: GG249407



CONSENT ITEMS 2.5

Fuel Farm Bid #11-21-04 Change Order No.1

Issue:

Time extension needed.

Background:

See attachments.

Attachment(s):

1. 11-21-04_CO1 Fuel farm 2021

Fiscal Impact:

N/A

Staff Recommendation:

Approval of Change Order No.1.



**ZEPHYRHILLS MUNICIPAL AIRPORT
FUEL FARM REPLACEMENT
City of Zephyrhills Bid 11-21-04**

CHANGE ORDER No. 1

OWNER: City of Zephyrhills
OWNER'S AUTHORIZED AGENT: Mr. Nathan Coleman
OWNER'S AGENT'S ADDRESS: 39450 South Avenue, Zephyrhills, FL 33542
CHANGE ORDER NO.: 01
PROJECT NO.: FDOT FM NO. 435216-1-94-01
CONTRACTOR: ADAMS TANK & LIFT, INC.
ADDRESS OF CONTRACTOR: 4568 131ST AVENUE NORTH, CLEARWATER, FL 33762
CONTRACT DESCRIPTION: FUEL FARM REPLACEMENT
CONTRACT DATE: April 12, 2021

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY EXECUTED BY THE OWNER, ENGINEER, FDOT AND THE CONTRACTOR. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, CONTRACTOR SHOULD EXECUTE AND RETURN ALL COPIES TO THE OWNER WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE THE PROJECT BY THE AMOUNT(S) SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE

A. Revision to contract time as a result of delays in delivery of fuel storage tank-related materials.

ADJUSTED CALENDAR DAYS CONTRACT TIME

ORIGINAL:	<u>210 calendar days</u>
PREVIOUS CHANGE ORDERS:	<u>0 calendar days</u>
THIS C.O.:	<u>65 calendar days</u>
TOTAL:	<u>275 calendar days</u>
ORIGINAL DATE/COMPLETION:	<u>December 21, 2021</u>
REVISED DATE/COMPLETION (CO #1):	<u>February 23, 2022</u>



ADJUSTED PROJECT COSTS

ORIGINAL TOTAL CONTRACT PRICE:	\$ 594,800.00
APPROVED ADDITIONS OR DELETIONS TO CONTRACT TO DATE:	N/A
APPROVED REVISED CONTRACT AMOUNT TO DATE:	N/A
AMOUNT OF THIS CHANGE ORDER: ADD ___ DELETE ___:	\$ 0
REVISED TOTAL CONTRACT PRICE:	\$ 594,800.00
PERCENTAGE THIS CHANGE OF ORIGINAL CONTRACT PRICE	0%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE: _____

TITLE: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

FOR AVCON, INC.: 
Project Manager

DATE: 12-8-2021

APPROVED: City of Zephyrhills

BY: _____

DATE: _____

Attachments: Extension request dated 12/8/21



DATE: 12/8/2021

Nathan Coleman
Airport Director
39450 South Avenue
Zephyrhills, FL 33542
813-780-0030

Re: CITY OF ZEPHYRHILLS MUNICIPAL AIRPORT FUEL FARM REHABILITATION

Dear Mr. Coleman,

We regret to inform you that due to industry wide impact due to the COVID 19 pandemic and related supply chain issues (both price and manpower issues) the delivery of the tanks is delayed by approximately 60 calendar days. This delay is beyond the control of ADAMS TANK AND LIFT INC., and we kindly request an extension of 65 calendar days (including the holidays Christmas and New Year) for the successful completion of the project.

Please do not hesitate to call or email me should you have additional question or concern.

Sincerely,

Soumya Chakrabarti

Attachments: Letter from ABACON and MODERN WELDING

Adams Tank & Lift, Inc. / A SPATCO Company
4568 131st Ave North Clearwater, Florida 33762
727.540.0931 Fax: 727.540.0848
License PCC050767



ABA-CON, Inc.
PO Box 308
Titusville, FL 32781
Office: (321)567-4967

November 23, 2021

Soumya Chakrabarti
SPATCO
4568 131st Ave North
Clearwater, FL 33762

Phone: (863)529-5935
Email: Soumya.chakrabarti@spatco.com

RE: 2105 ZPH Zephyrhills Municipal Airport

Dear Mr. Chakrabarti,

The tanks for the Zephyrhills project have been delayed from the manufacturer. Letter attached from Modern Welding, Inc.

ABA-CON issued PO 34844 & 34845 to Modern Welding on May 7, 2021. The original approximate ship date from the manufacturer was September 27th. We received the tanks at our facility on November 19th. All the parts and materials have been onsite at our facility since the end of September.

We currently anticipate shipping both tanks to site on or before January 25th, 2021.

Please contact us if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Mary Ballard". The signature is written in a cursive, flowing style.

Mary Ballard
CFO

CC: Ardy Ballard
Attachments: Modern Letter



modern welding company of florida, inc.
INCORPORATED

BOX 568678 • ORLANDO, FLORIDA 32856-8678

FABRICATORS OF METAL PRODUCTS

(407) 843-1270 • FAX (407) 423-8187

November 23, 2021

TO: ABA-CON Aviation Services

Re: PO 34844 & 38445 ZPH Zepherhills Municipal Airport

Dear Mr. Chakrabarti,

I am sorry for the recent delays in production for the (2) 12,000 Gallon Flameshield Storage Tanks. 2021 has been a challenging year for us to say the least, and unfortunately due to issues arising from the COVID-19 pandemic we are experiencing delays in our production schedule resulting in these tanks being delayed from September 27th arrival to a November 19th arrival. We apologize deeply for the delay and are doing our best to make up ground and get back on track for the remainder of the year and into next year, but we anticipate this trend to continue into February of 2022. Please contact me if you have any questions regarding our delays and we hope that our quality and workmanship makeup for our lack of punctuality.

Thank you,

Lee Alexander

Sales Manager Modern Welding Co of Florida Inc

CORPORATE OFFICE: Owensboro, Kentucky (270) 685-4400

SUBSIDIARIES:

Augusta
Georgia
(706) 722-3411

Burlington
Iowa
(319) 754-6577

Elizabethtown
Kentucky
(270) 769-1368

Fresno
California
(559) 275-9353

Houston
Texas
(713) 675-4211

Madisonville
Kentucky
(270) 821-3575

Newark
Ohio
(740) 344-9425

Orlando
Florida
(407) 843-1270

Owensboro
Kentucky
(270) 683-5323

Rhame
Texas
(817) 636-2215

Modern Custom
Fabrication:
Fresno, California
(559) 264-4741

CONSENT ITEMS 2.6

Approval of Grapple Truck for Streets/Sanitation through the Florida Sheriff's Association Contract

Issue:

Request Councils approval to purchase a Grapple Truck per attached proposal.

Background:

The Public Works Department requests approval to purchase a Grapple Truck through the Florida Sheriff's Association's Contract No. FSA20-VEH 18, Speciation No. 77, which expires September 30, 2022.

Attachment(s):

1. 2023 Peterbilt 567 Grapple Roll Off Truck

Fiscal Impact:

Grapple Truck Purchase Proposal: \$243,996.49

FY 21-22 Streets Department Capital Line Item \$125,000.00

FY 21-22 Sanitation Department Capital Line Item \$125,000.00

Staff Recommendation:

The Public Works Director and City Manager respectfully request Council's approval of a Grapple Truck.



Rush Truck Center – Tampa | 8111 East Adamo Drive, Highway 60 | Tampa, Florida 33619 | 813-664-1441 Direct | 813-626-5024 Fax

Florida Sheriffs Bid 20-VEH18.0 Spec #77 All Fees Included		
2023 Peterbilt 567 Ring Power Roll Off Grapple		
<u>Option Code</u>	<u>Description</u>	<u>Contract Pricing</u>
Spec #77	Peterbilt 567 Base Price	\$ 107,204.00
	FSA PRICE INCREASE	\$ 6,432.24
514000	10-3/4" STEEL RAILS GVWR UPGRADE	\$ 398.00
1012200	FRONT: MERITOR MFS20 20,000 LB, 3.74 DROP	\$ 2,044.00
601500	FULL STEEL INNER LINER	\$ 1,299.00
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5	\$ 11,850.00
1687090	DIFF LOCK TANDEM AXLES	\$ 1,841.00
2539740	KISSLING BATTERY DISCONNECT SWITCH	\$ 456.00
1824410	Hendrickson HMX EX 460 46,000 Non Contract Option	\$ 2,408.00
PETERSEN IND	BL3 BASE LOADER	\$ 62,326.25
TCB	Galbreath U5-OR-174 Roll Off	\$ 47,725.00
State	Tire Recycling Fee	\$ 10.00
State	Battery Recycling Fee	\$ 3.00
	Total	\$ 243,996.49





Rush Peterbilt Truck Ctr. (P476)
8111 E. Adamo Drive
Tampa,, Florida 33619

City Of Zephyrhills
39421 South Ave
Zephyrhills, Florida 33542
United States of America

PAUL CANADINE
Cell Phone: 813-716-5128
Office Phone: 813-664-1441
Email: canadinep@rushenterprises.com

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	567 Grapple	G.C.W. (lbs):	66000
Description 2:	Petersen Grapple		
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Flatbed		6
Length (ft):	30	Wheelbase (in):	256
Height (ft):	12	Overhang (in):	124
Max Laden Weight (lbs):	8000	Fr Axle to BOC (in):	68.2
		Cab to Axle (in):	187.8
		Cab to EOF (in):	311.8
Trailer		Overall Comb. Length (in):	427.23
No. of Trailer Axles:	0		
Type:			
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,860
S	Other Commodity	0
O	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
O	Flatbed	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-3/4" Steel Rails 403-444" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	681
O	Full Steel Inner Liner	864
O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
S	Aluminum Frame Rail Crossmembers Excludes suspension	0
O	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	-64
O	Omit Rear Mudflaps and Hangers	-25

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Std/ Opt	Description	Weight
Front Axle & Equipment		
O	Meritor MFS20 20,000 lb, 3.74 in Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.	147
O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-113
S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
O	Tie Rods, Meritor MFS20 Deep Inset Wheels	0
O	Meritor Q+ Air Cam Front Drum Brakes 16.5 x 7 Not Reduced Stopping Distance (RSD) compliant. Meritor Q+ Air cam front drum brakes for truck/trailer linehaul and vocational applications. The Q+ offers longer lining life and helps fleets meet reduced stopping distance regulations. For use with 10,000-13,200 lbs. steer axles, up to and including 40,000 lbs. drive axles and up to 20,000 lbs. lift axles. Requires Meritor Q+ Air Cam Rear Drum Brakes.	0
	70mm Front Spring Spacer Blocks	0
O	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment		
O	Dana Spicer D46-172 46,000 LBS Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	521
O	PHP10 Iron PreSet PLUS Hubs	0
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
O	Rear Brake Camshaft Reinforcement	9

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Std/ Opt	Description	Weight
	Rear brake camshaft reinforcement helps guard against wear and corrosion.	
O	Heavy Wall, Drive Axle(s)	88
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Gusseted Cam Brackets, Drive Axle(s)	2
O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Meritor Q+ Air Cam Rear Drum Brakes 16.5x8.625	0
O	Stability System Not Selected Or Not Available	0
S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
O	Ratio 6.14 Rear Axle	0
O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	223
Engine & Equipment		
O	PACCAR PX-9 350@2000 GOV@2200 1050@1200 Productivity (2021 Emissions)	-907
	N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera	

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Std/ Opt	Description	Weight
	N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120....Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120....Standard Maximum Speed Limit N21400 C400 252....Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
S	VMUX Electronics Architecture	0
S	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 62 MPH	0
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
O	Decline Driver Performance Assistant	0
S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
S	Engine Brake Controls Located on RH Column	0
O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
O	CARB Compliant Engine	0
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0

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Std/ Opt	Description	Weight
S	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
S	Low Voltage Disconnect System	0
O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
O	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	17
O	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
O	No Fluid Heat Option for Fuel Filter	0
O	No Electric Heat Option for Fuel Filter	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
O	Exhaust Single RH Horizontal DPF/SCR RH Under Frame.	-187

Transmission & Equipment

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Std/ Opt	Description	Weight
O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	-35
O	1710 HD Driveline, 2 Midship Bearings	155
O	1710 Driveline Interaxle For tandem rear axles	0
O	Allison FuelSense 2.0 Not Desired	0
O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
O	Dash Mounted Push Button Shifter Available with Allison transmissions	0
Air & Trailer Equipment		
O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	-2
O	Pull Cords All Air Tanks	1
O	Wrecker AE Connection EOF On Moveable Crossmember Dash mounted air toggle valve plumbed to service brakes, 7-way socket (occupies the space of one gauge), winch brake switch on dash	17
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives	0

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	requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	
S	Self-Returning Brake Hand Valve Dash mounted controls	0
O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	6

Tires & Wheels

O	FF: BR 20ply 425/65R22.5 M864 Efficiency Rating: Fair Diameter= 44.8 inches; SLR= 20.7 inches	156
O	RR: BR 14ply 11R22.5 M843 Efficiency Rating: Poor Diameter= 42.5 inches; SLR= 19.9 inches	200
S	Code-rear Tire Qty 08	0
O	FF: Accur Std Armor 29807PK 22.5X12.25 PHP10-5 hand holes	100
S	RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP10-2 hand holes	0
S	Code-rear Rim Qty 08	0

Fuel Tanks

O	26" Aluminum 60 Gallon Fuel Tank RH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	16
O	Location RH U/C 60 Gallon	0
S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
O	DEF To Fuel Ratio 2:1 Or Greater	0
S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
O	LH Tank None Furnished	-86

Battery Box & Bumper

S	Aluminum Battery Box LH Under Cab, Non-Slip Step Includes diamond pattern block shaped cover in traditional/vocational models and a smooth finish tapered cover on aerodynamic models	0
S	Aluminum Bumper Swept Back Polished Without FEPTO SBFA, two tow pins and step plates on top of bumper	0

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Std/ Opt	Description	Weight
Cab & Equipment		
S	Vocational 115" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt assist.	0
O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
S	No Sleeper Selected	0
S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard vinyl finish - color coordinate with interior color.	0
S	Peterbilt ST Non-Adjustable Passenger Seat Standard vinyl, no suspension cover, no seat back recline.	0
O	Drivers Armrest - RH Only	2
O	Seat Belt Color Orange IPO Standard Black	0
S	Tube frame under Passenger Seat Only available with Peterbilt ST non-adjustable passenger seat.	0
S	Air Ride Driver	0
S	High Back Driver	0
S	Vinyl Driver	0
S	Non-Air Ride Passenger	0
S	High Back Passenger	0
S	Vinyl Passenger	0
S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button, audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Prestige Interior - Sterling Gray	0
O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	6
S	Day Cab Rear Window Day cab rear window flush to back of cab.	0

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Std/ Opt	Description	Weight
S	1-Piece Glass Rear Cab Window Fixed	0
S	1-Piece Curved Windshield	0
S	Power Door Locks and Power Window Lifts Standard	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
S	Aero Rear View Mirror Housing, Molded Black	0
S	Peterbilt Aero Rear View Mirror, Non-Motorized Includes top mirror with non-motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	0
S	Look Down Mirror Over Passenger Door with Black Housing	0
S	Air Horn Mounted Under Cab	0
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Standard Speaker Package For Cab (2) Speakers	4
O	Radio Mute When In Reverse For automatic or automated transmission	0
O	Bluetooth Phone and Audio Requires USB Port	0
O	USB Port	0
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
O	24 Months SmartLINQ Subscription PACCAR PX Engines.	0
S	Peterbilt Electric Windshield Wipers	0

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Std/ Opt	Description	Weight
	With Intermittent Feature.	
S	Solid Rear Day Cab Mounts	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	8
O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0
S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
S	Engine Percent Torque Located in Digital Cluster Display	0
O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter.	0
O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
O	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	-7
S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
Paint		
S	Standard Paint Color Selection	0
S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

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Std/ Opt	Description	Weight
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Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
O	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
O	Prepaid Freight Delivery Increase For 2022 Delivery	0
O	Base Warr: Emissions (CARB Surcharge) 5YR/150K MI - PX-9 Engine	0
O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	0

Miscellaneous

S	Day Cab / Prestige Interior (DM)	0
O	State Registry: Florida	0
O	Cancel/Reorder Reorder Chassis	0

Promotions

Order Comments

Total Weight

17,022

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Quote

Petersen Industries, Inc.

4000 SR 60 W.

Lake Wales, FL. 33859

P: (863) 676-1493

F: (863) 676-6844



Quote No	Quote Date	Page
20211213	9/27/2021	1

Bill To

RUSH TRUCK CENTER -
8111 EAST ADAMO DRIVE
TAMPA, FL 33619
US

Ship to

RUSH TRUCK CENTER -
8111 EAST ADAMO DRIVE
TAMPA, FL 33619
US

END USER: ZEPHYRHILLS, CITY OF (FL)

Customer No	Slspsn	Payment terms
1611	Bryce Otwell	Net 30

Loc	PPD/COL	Ship via	Ship Date
LW		DRIVE AWAY	A.S.A.P.

Delivery Date:

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
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1.00	EA	LOADER AS CONFIGURED BELOW	65,275.00	5.00	62,011.25
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Feature/Kit Components- LOADER

1.00	EA	0.BL3 MODEL BL3 BASE LOADER	1.00		60,066.00
1.00	EA	03.11SAI HEAVY DUTY SWING MOTOR	1.00		0.00
1.00	EA	03.12 BL3 PEDESTAL EXTENDED PEDESTAL - BL3 (NO CHARGE)	1.00		0.00
1.00	EA	01.11MQCA QUADSTICK MECH CONTROLS (UPGRADE for TL)	1.00		2,993.00
1.00	EA	01.24 GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00		455.00
1.00	EA	10.16 HDHI HDHI OUTRIGGER STROBE	1.00		549.00
1.00	EA	07.10SB60 STANDARD BUCKET 60"	1.00		0.00
1.00	EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00		0.00
1.00	EA	04.10 SL SWING LOCK (PEDESTAL FOR BOOM)	1.00		0.00
1.00	EA	12.05 HG HOSE GUARDS- HEAD & VALVE BANK	1.00		322.00
1.00	ST	10.97 WL WORK LIGHTS - (SET OF 2) (1 EACH SIDE OF BOOM)	1.00		355.00
1.00	EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00		0.00
1.00	EA	12.24 MTF MEGATOUGH HOSE UPGRADE	1.00		535.00
1.00	EA	11.02 LBPIO LOADER SINGLE COLOR PI ORANGE	1.00		0.00

PAUL CANADINE 813-559-2329

SubTotal	62,011.25
Delivery	315.00
Tax	0.00
Total Quote	62,326.25

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Tampa Crane & Body



PURCHASE AGREEMENT

QUOTE NUMBER	QUOTE DATE	VALID FOR	EST. DELIVERY UPON ORDER RECEIPT	SALESPERSON	SHIPPED VIA	FOB POINT	TERMS
2021-1295	10/8/2021	30 days	TBD	Jason Cornell	Drive away	Tampa, FL	

CUSTOMER INFORMATION:

Customer: Rush Truck Center – Tampa Contact: Paul Canadine
 Address: _____ City, State & Zip: _____
 Phone: _____ Cell Phone: _____ Email address: _____

VEHICLE AND EQUIPMENT: Galbreath Roll Off

Body:	Chassis:	Additional Equipment:
Supply and install one Galbreath U5-OR-174 roll off hoist, Heavy duty rear hinge, Split bumper with LED lighting, Inside air controls, Hydraulic tube plumbing inside frame, Oil reservoir, Back up alarm, Pintle ready apron, Sealed wiring harness, Hoist maintenance props, LED stop/ turn & side marker lights, 20 lb. fire extinguisher, Mud flaps, Air assist ICC bumper, Chelsea PTO for automatic transmission, Contoured poly tandem fenders, 18" x 18" x 48" steel tool box, Nylon ratchet hold downs, Painted black, Hoist up ground speed control programming, Installed		

TERMS OF SALE:

1. Body Purchase Price (each):	\$	<u>47,725.00</u>
2. Chassis Purchase Price (each):	\$	<u>n/a</u>
3. Additional Equipment Purchase Price (each):	\$	<u>n/a</u>
4. Total Price (each): (Line 1 plus Line 3)	\$	<u>47,725.00</u>
5. Grand Total: (Quantity of 1)	\$	<u>47,725.00</u>
6. Sales Tax:	\$	<u>n/a</u>
7. Federal Excise Tax: (Taxable amount: Line 4)	x 12%= \$	<u>n/a</u>
8. Title & Registration Fee:	\$	<u>n/a</u>
9. Delivery Charge:	\$	<u>n/a</u>

Delivery Notes:

10. **Extras: (warranty, etc.)**

\$ n/a

Extras Description:

11. **Total Amount Due from customer:**

\$ 47,725.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY"**, either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

TAMPA CRANE REPRESENTATIVE:

_____	Signature	_____	Signature
_____	Print Name	Jason Cornell	Print Name
_____	Title	Sales	Title
_____	Customer PO Number	10/8/2021	Date
_____	Date	Jcornell@tampacrane.com	Contact Email
		(973) 534-8117	Contact Cell

APPROVED:
TAMPA CRANE AND BODY
5701 N 50th Street, Tampa, FL 33687
(813) 246-5510 (Office)
(813) 246-5322 (Fax)

BUSINESS ITEMS/PUBLIC HEARING 3.1

Silver Oaks PUD Amendment

Second 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.”**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1432-21 on the Second Reading

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

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommended approval.

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 RW DEDICATION
REV	DATE	COMMENT

PROJECT NO.:

DESIGNED BY:	DRAWN BY:
--------------	-----------

AJH	AJH
-----	-----

REVIEWED BY:	DATE:
--------------	-------

1

1 OF 2



1. MINIMUM LOT DIMENSIONS TO BE 50 FEET X 105 FEET
2. SETBACKS:
FRONT: 20 FEET
SIDE: 5 FEET
REAR: 10 FEET
3. INTERNAL RIGHT OF WAYS TO BE PRIVATE
4. 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
5. DECORATIVE LIGHT POLES OF THE DEVELOPERS CHOOSING ARE TO BE UTILIZED WITHIN THE DEVELOPMENT.

1. MINIMUM LOT DIMENSIONS TO BE 50 FEET X 100 FEET
2. 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.
3. INTERNAL RIGHT OF WAYS TO BE 40' AND WILL BE PRIVATE
4. NO ABOVE GROUND STRUCTURES OTHER THAN FENCES SHALL BE ALLOWED IN THE SIDE SETBACK.
5. SIDE YARD FENCES SHALL BE SUBJECT TO CITY PERMITTING REQUIREMENTS AND SHALL BE RAISED 4" FOR DRAINAGE.
6. 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
7. DECORATIVE LIGHT POLES OF THE DEVELOPERS CHOOSING ARE TO BE UTILIZED WITHIN THE DEVELOPMENT.

THE FOLLOWING UP-DATED CONDITIONS HAVE BEEN AGREED TO BY THE DEVELOPER OF SILVER OAKS TO SUPPORT A PLANNED UNIT DEVELOPMENT (PUD) ZONING AMENDMENT.

1. 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.
2. 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.
3. 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.
4. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. PLEASE REFER TO SHEET 2 OF 2 (THIS SHEET) OF THIS SUBMITTAL FOR THE CONDITIONS OF ZONING.

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:

1. INTERSECTION TURNING RADII OF 15 FEET.
2. TWENTY-FOOT WIDE STREETS WITH OPTIONAL EIGHT-FOOT WIDE ON-STREET PARKING.
3. REDUCED SETBACKS OF 10' FRONTING STREETS, 10' SEPARATION BETWEEN BUILDINGS, AND 5' FROM OTHER PROPERTY LINES.
4. FORTY-FOOT WIDE RIGHTS-OF-WAY.
5. EIGHTEEN-FOOT WIDE ALLEYS, CONSTRUCTED OF PAVEMENT OR STABILIZED MATERIAL.
6. OTHER TRAFFIC-CALMING OR PEDESTRIAN-FRIENDLY MEASURES SPECIFICALLY APPROVED BY THE SITE PLAN REVIEW COMMITTEE.
7. MIXED USES OF RESIDENTIAL & COMMERCIAL OR OFFICE IN THE SAME BUILDINGS. ACCESSORY DWELLING UNITS ALLOWED ON CERTAIN LOTS.
8. THE COST OF THE RELOCATION OF THE EXISTING FORCEMAIN REQUIRED IN PARCEL "K" WILL BE EQUALLY SHARED BY THE CITY AND THE DEVELOPER.
9. CONCURRENTLY WITH PARCEL "K" DEVELOPMENT CONNECTING TO MASSEY ROAD, MASSEY ROAD WILL BE PAVED TO EILAND BLVD.

10. 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.
11. ARCHITECTURE: ALL DEVELOPMENT IN PARCEL "K" WILL BE REVIEWED AND APPROVED BY DEVELOPER AND ARCHITECTURAL FIRM.
12. LANDSCAPING: EILAND BLVD. - COMBINATION OF FENCE, TREES, AND LANDSCAPING. REMAINING PERIMETER - TREES/LANDSCAPING MIN. INTERVAL - MINIMUM 12-14 FOOT OAKS @ 35 FOOT CENTERS.
13. RECREATION:
 - 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.
14. PARKING: PARKING SPACES ARE PROVIDED IN THE VILLAGE CENTER BASED ON 1 SPACE : 235 SQUARE FEET.
15. 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

SINGLE FAMILY		AREA	UNITS	UNITS/ACRE	COMMENTS
PARCEL	"A"	47.92	135	2.82/ACRE	LOT SIZES VARY 60'X 90' THRU 90'X 130'
	"B"	3.08	9	2.92/ACRE	MIN. LOT = 10,000 S.F. MAX. LOT = 12,600 S.F.
	"C2"	2.69	8	2.97/ACRE	LOT SIZES VARY AVG. LOT = 11,500 S.F.
	"E"	28.73	86	2.99/ACRE	LOT SIZES VARY 60'X 100' THRU 70'X 100'
	"N"	0.93	2	2.15/ACRE	EXISTING SALES OFFICE TO BE USED UNTIL NEED HAS ENDED, THEN SOLD AS LOTS
	"K"		82	*	
	"G"	25.47	92	3.61/ACRE	LOT SIZES VARY (MIN. LOT 50'X105')
	"U1"	17.90	69	3.85/ACRE	LOT SIZES VARY (MIN. LOT 50'X100')
	"L"	4.00	18	4.50/ACRE	LOT SIZES VARY (MIN. LOT 50'X100')

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

PARCEL	"K"	*	150	*	1,2 & 3 BEDROOM UNITS
TOTAL APARTMENT UNITS			150		

		<u>AREA</u>	<u>UNITS</u>	<u>F.A.R.</u>	<u>COMMENTS</u>
<u>NEIGHBORHOOD COMMERCIAL</u>					
PARCEL	"M"	6.68 AC	72,227 SF	0.25	PERSONAL SERVICES, RETAIL SALES FOR NEIGHBORHOOD NEEDS, FOOD SERVICE FINANCIAL SERVICES, PROFESSIONAL OFFICES
PARCEL	"K"	*	18,373 SF	*	

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	

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

PARCEL	"U2"	118.03 AC	****	
	"V"	2.29 AC		OPEN TO THE PUBLIC
	"W"	4.87 AC		
	(TOTAL 141.83 AC)			

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.

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, 109, 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, ZEPHYRILLS 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 NORTHEAST 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 02°13'S 75', 7.15 FEET TO AN EXISTING FENCE CORNER; THENCE ALONG AN EXISTING FENCE LINE N 83°37' W, 649.0 FEET; THENCE N 03°32' E, 660.0 FEET; THENCE S 89°41' N, 59.74 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 02°15'35" 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.



SMITH CATTLE & GROVE, INC.

SILVER OAKS

PUD UPDATE

LAND USE NOTES

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. 1432-21 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. 1432-21 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. 1432-21 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

BUSINESS ITEMS/PUBLIC HEARING 3.2

Abbott Square CDD Ordinance

Second 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."**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1430-21 on the Second Reading

Issue:

Second 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
4. Abbott Square CDD Map

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, 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

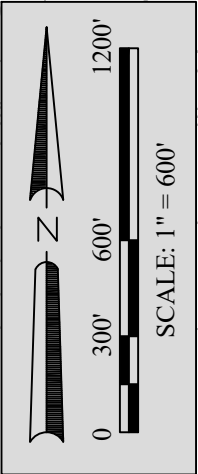
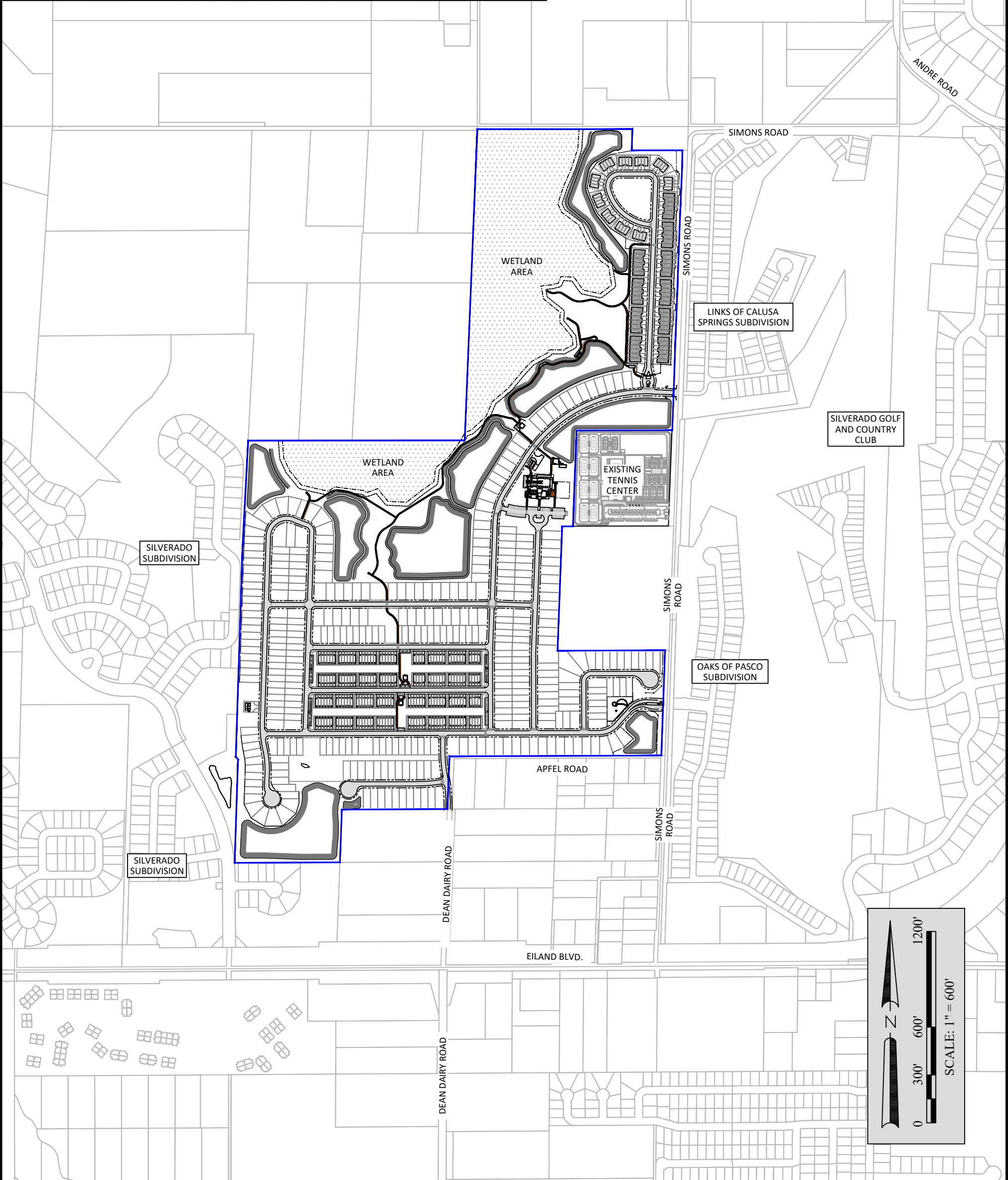
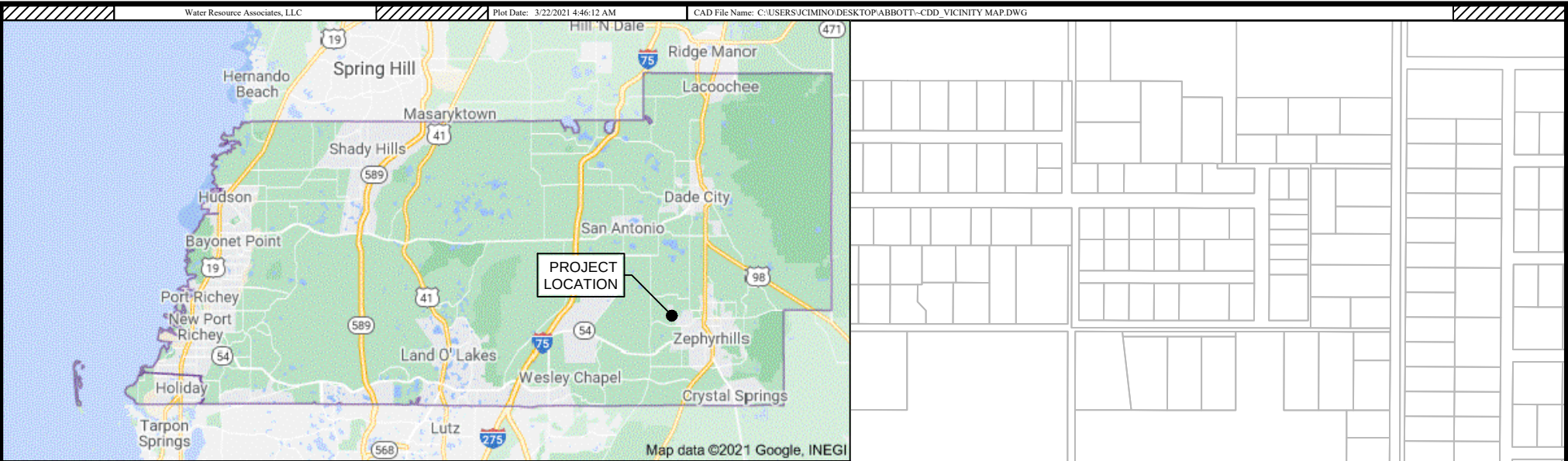


EXHIBIT 2

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 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, FLA.

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

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.

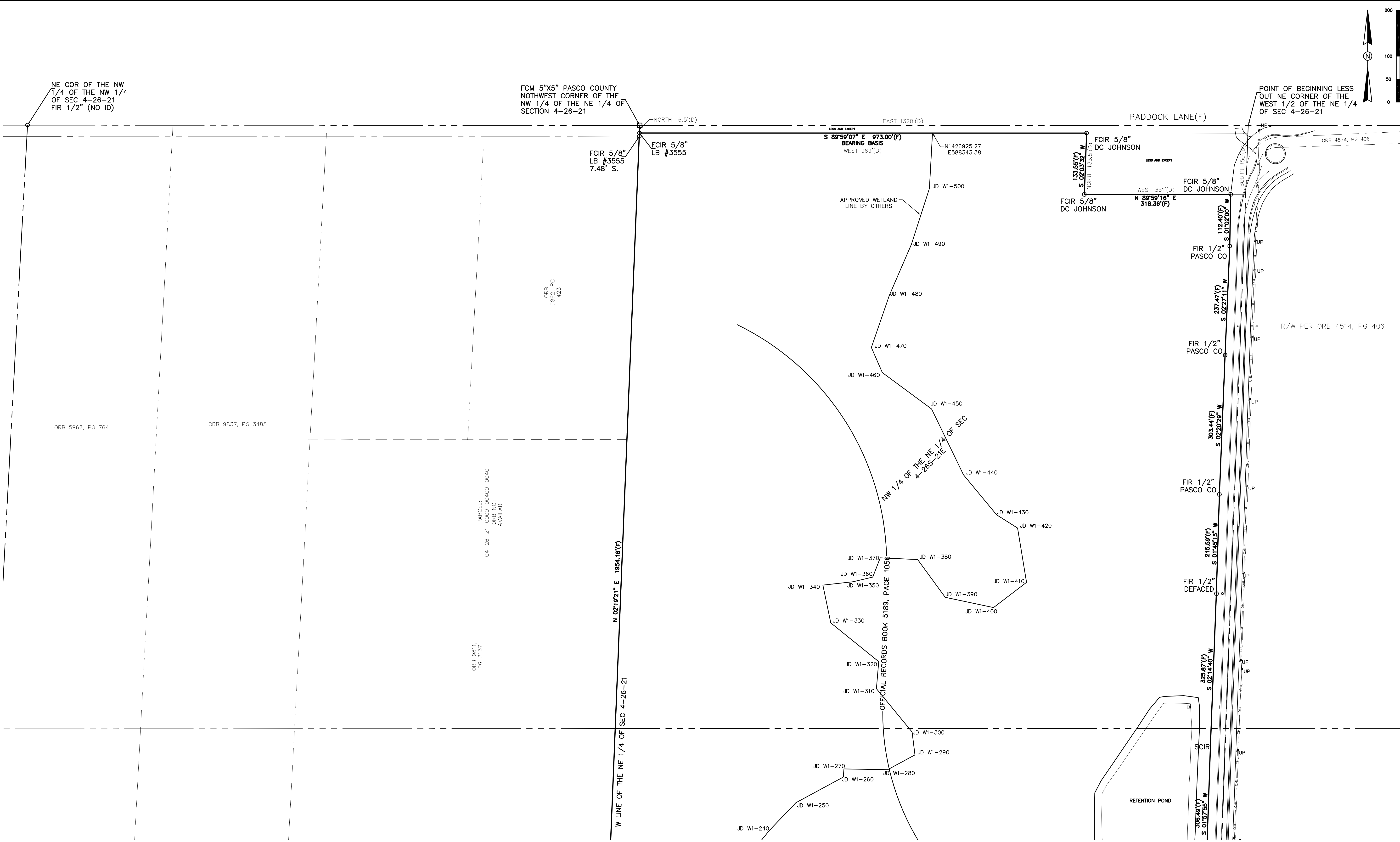
21) THE SIGNATURE DATE DOES NOT UPDATE OR SUPERSEDE THE DATE OF SURVEY.

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INC.

Legend: (AS APPLICABLE)					
SCIR	SET CAPED IRON ROD 1/2" LB #7013	ID	IDENTIFICATION		
FCIR	FOUND CAPED IRON ROD	LCB	LICENSED BUSINESS	(O)	DESCRIPTION
FIR	FOUND IRON ROD	CNC	CONCRETE	(C)	CORRELATION
FOIP	FOUND CAPED IRON PIPE	CLF	CHAIN LINK FENCE	(P)	PLAT
FIP	FOUND IRON PIPE	B/W	BARBED-WIRE	(P)	FIELD
FCM	FOUND CONCRETE MONUMENT	DUL	OVERHEAD UTILITY LINE		
SPKN&D	SET PK NAIL & DISK	UP	UTILITY POLE		
FRNK&D	FOUND PK NAIL & DISK	LP	LIGHT POLE		
GRS	FOUND RAILROAD SPIKE	GA	GUY ANCHOR		
WM	WATER METER	SQN	SIGN		
WD	WIRE HYDRANT	RCA	REINFORCED CONCRETE PIPE	(O)	DESCRIPTION
VV	WATER VALVE	CMPT	CORRUGATED METAL PIPE	(C)	CORRELATION
BFP	BACK FLOW PREVENTER	CPC	CORRUGATED PLASTIC PIPE	(P)	PLAT
GI	GRATE INLET	X-99.8	EXISTING ELEVATION	(P)	FIELD
CI	CURB INLET	A/C	AIR CONDITIONING		

PREPARED FOR:	LENNAR HOMES, LLC TAMPA	
CERTIFIED TO:	I hereby certify that this document is a true and correct copy of the original. A Notary Public in and for the State of Florida	
FIELD BOOK/IMAGE:	DRAWN BY: RHF PARTY CHECK: VINCE JOB #: 01427.0101 SURVEY DATE: 4-26-21 SEC TIME: 06-11-2020	
QUALITY CONTROL FIELD:	VINCE NOT VALID WITHOUT ALL SHEETS	
QUALITY CONTROL OFFICE:	AJM 1 OF 4	

J:\001 to 1500\01427 Lennar Homes\01011 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

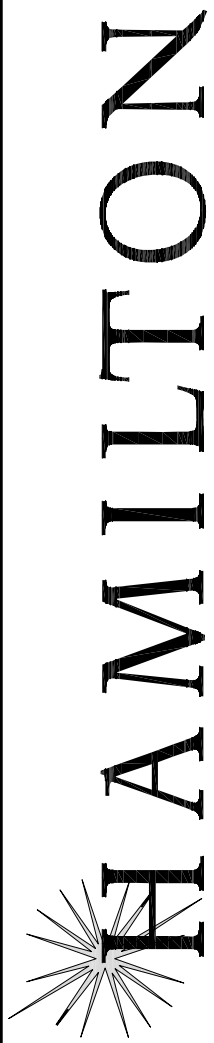
PREPARED FOR: LENNAR HOMES, LLC	DRAWN BY: RHF	PARTY CHIEF: VINCE
CERTIFIED TO:	JOB #: 01427.0101	SEC TWP RNG: 4-26-21
FIELD BOOK/PAGE: DIGITAL	SURVEY DATE: 06-11-2020	NOT VALID WITHOUT ALL SHEETS
QUALITY CONTROL FIELD: VINCE	QUALITY CONTROL OFFICE: AJM	

MAP OF BOUNDARY SURVEY

ABBOTT SQUARE
SIMONS ROAD, ZEPHYRHILLS
FLORIDA, PASCO COUNTY

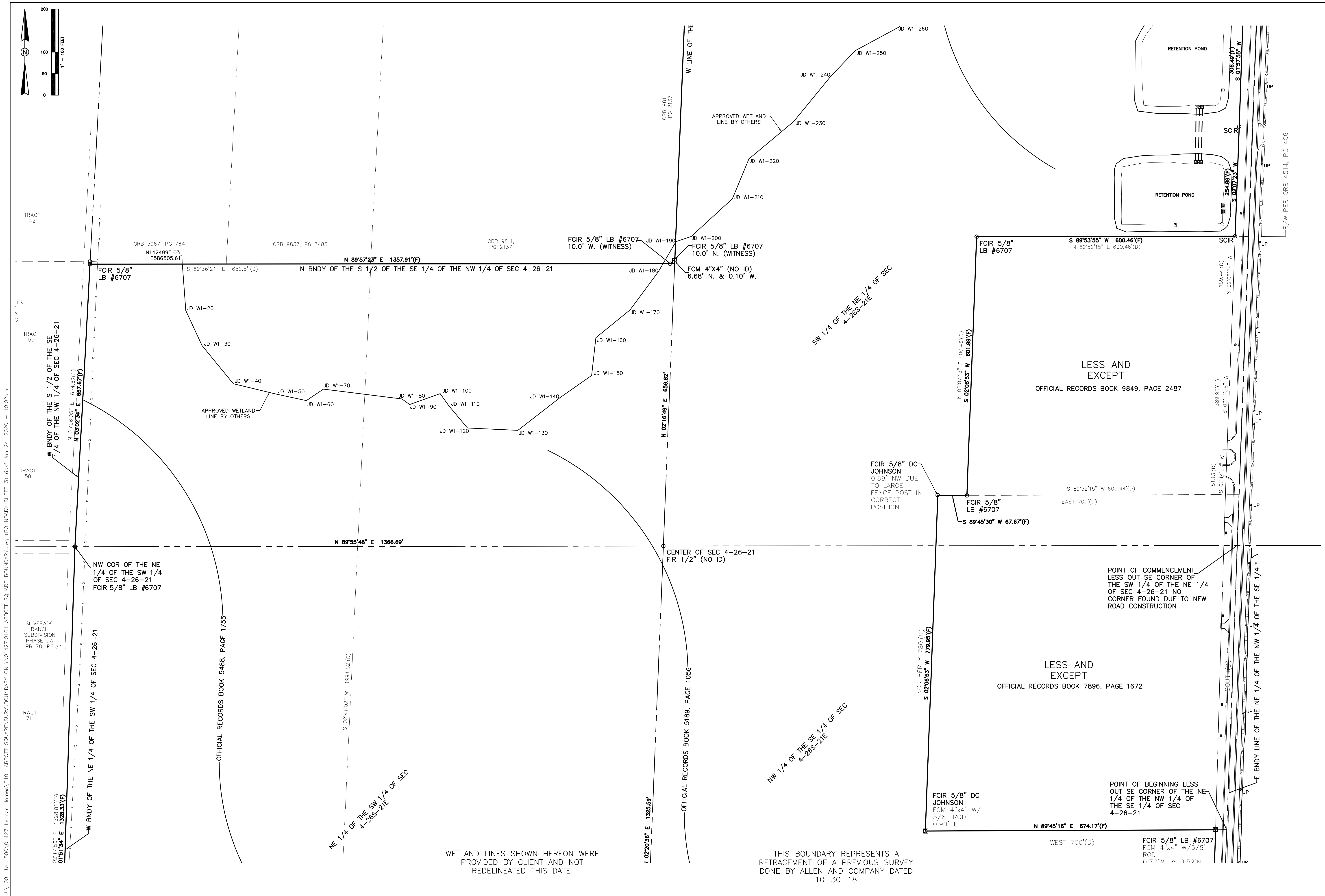
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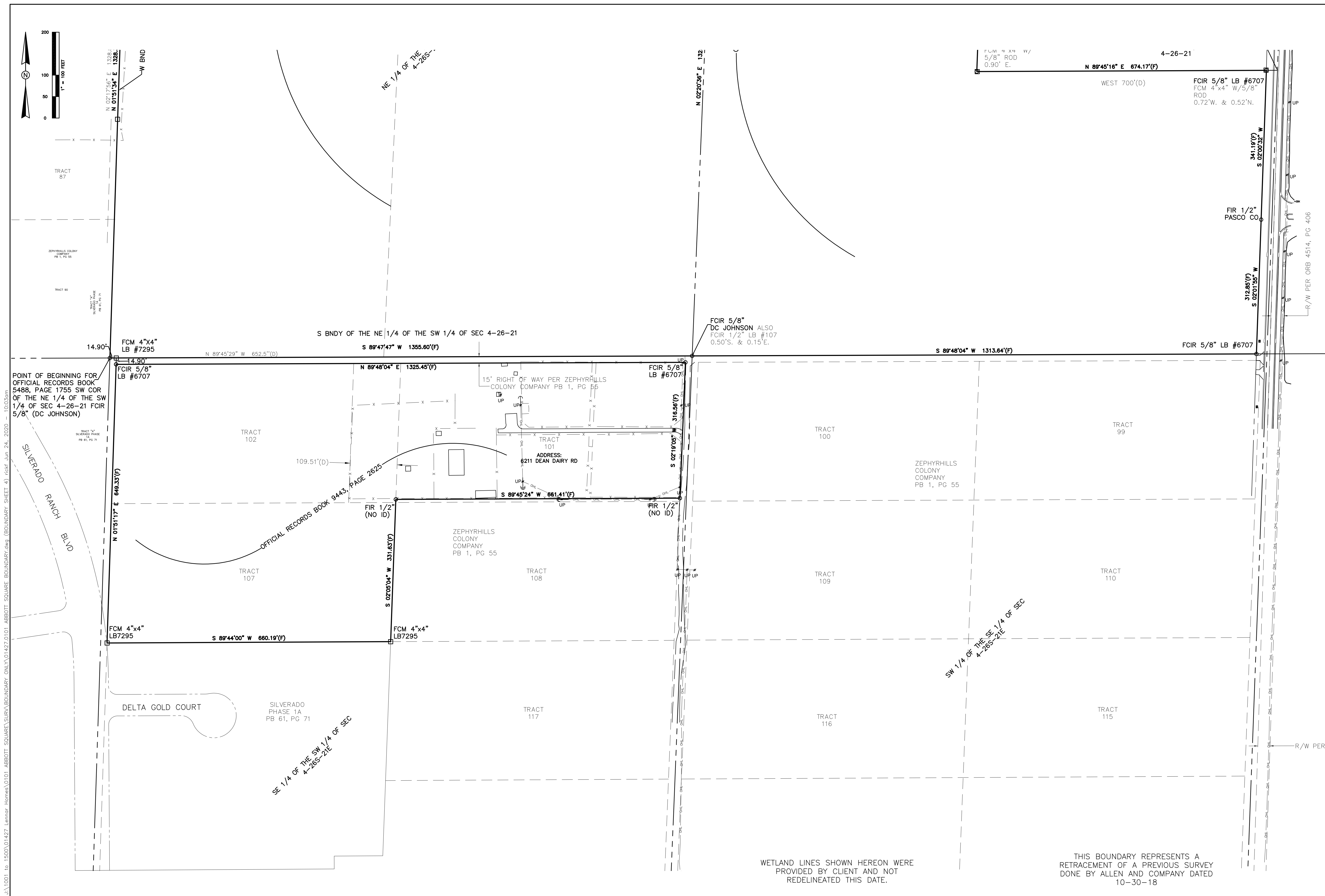
2 OF 4

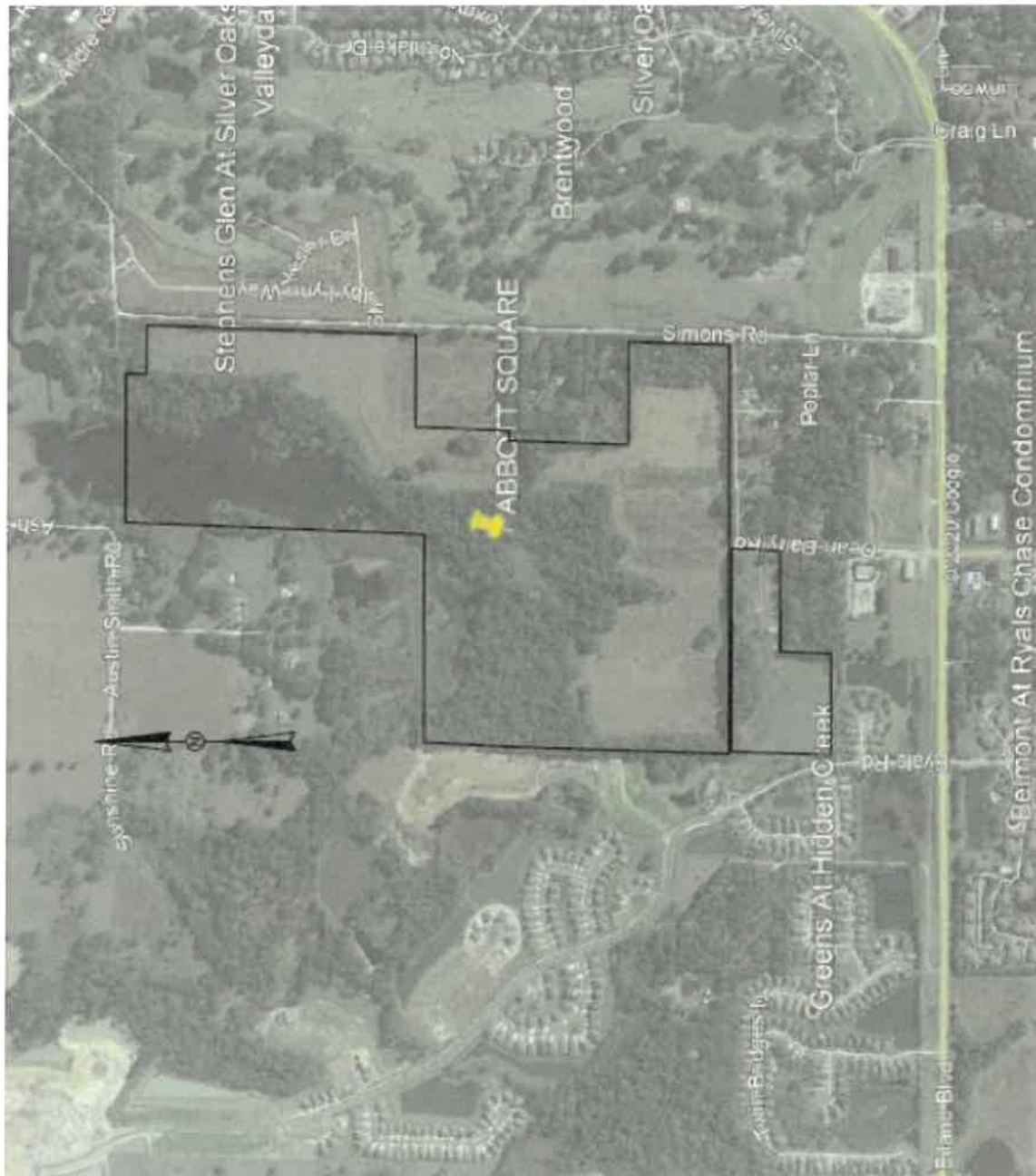


ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FL 33609
TEL (813) 250-3636
FAX (813) 250-3636
LB #7013







BUSINESS ITEMS/PUBLIC HEARING 3.3

Land Development Code Amendment to Table 2.02.01

Second 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.”**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1430-21 on the Second Reading

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
2. Exhibit A DRAFT

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 AND 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.
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. <i>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.</i>

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 AND SINGLE-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		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.
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		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.	
CONGREGATE LIVING																									
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.
COMMERCIAL																								
ACCESSORY AND ANCILLARY USES																								
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.
ACCOMODATIONS																								
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>

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	
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>	
AUTOMOBILE-ORIENTED																									
Automobile Service/Repair												P	P	C										§7.09.04	Any building, structure, improvements or land uses for the repair and maintenance of automobiles, motorcycles, 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.
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												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.

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
Heavy Vehicle/Equipment Service/Repair													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	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
RETAIL SALES AND SERVICE																								
Auction House													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											A singular retailer 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 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 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.
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.

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
Flea Market (Outdoor/Open)																							\$7.09.12	Outdoor commercial activity, not including 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.
General Retail Sales											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). This definition does not include automobile sales, big box/large retail, convenience stores, or other retail sales defined and regulated herein.
Greenhouse													C	C										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	C	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 another retail establishment.
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.

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
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.
Shopping Center												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 AND PROFESSIONAL																								
Financial Services (Bank)										P	P	P	P							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		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.
FOOD AND 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						A	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										\$7.09.03	Retail establishment selling licensed to sell beer, wine and liquor, and/or beverages containing more

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
Medical Marijuana Treatment Center Dispensing Facility										S	P	P								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				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.
PET/ANIMAL ORIENTED																								
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. 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
CIVIC, INSITUTIONAL, AND NON-PROFIT																								
EDUCATION																								
College/University										P	P	P	P							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 a public or 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										P	S	C								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.
PUBLIC ADMINISTRATION																								
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.
HEALTH AND HUMAN RESOURCES																								
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							S	S	S	\$7.09.13	Establishment for the preparation of human remains for burial or internment 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.
Social Assistance										P	P	P	P							P	P	P		Establishments consisting of personal care services, drop-in centers, food centers, supply pantries and homeless services
ASSOCIATION, NON-PROFIT, AND PHILANTHROPIC																								
Association, Non-profit, Charitable and Philanthropic 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, and philanthropic organizations.
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.

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
ARTS, ENTERTAINMENT, RECREATION AND OPEN SPACE																								
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>
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>
Fitness Center, Recreation Sports, Gym, etc.										S	P	P	P							P	S	S		Establishment offering memberships to the general public for use of exercise equipment, rooms, classes or related fitness services
Recreation Sports/Center													S	S				S						Establishment on public or private property used for recreational entertainment, fitness or sports such as but not limited to outdoor swimming pools, sports fields, large gymnasiums, tennis courts, etc.
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 AND STORAGE																								
MANUFACTURING, PROCESSING AND 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.

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. 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												A	P	P										Establishments for the mass printing and distribution of books, newspapers or other printed materials or software. 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.
STORAGE																								
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.
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.
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.

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
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
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 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.
TRANSPORTATION RELATED																									
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.

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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.

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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.	

BUSINESS ITEMS/PUBLIC HEARING 3.4

Hounds Town USA Conditional Use

First Reading **RESOLUTION NO. 787-21 – “A RESOLUTION RELATED TO PET CARE SERVICES (INDOOR/OUTDOOR); APPROVING A CONDITIONAL USE TO ALLOW FOR THE UPDATE OF THE DEFINITION IN TABLE 2.02.01 OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.”**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No.787-21 on the First Reading

Issue:

Approval of Resolution 787-21 for a conditional use to allow for overnight inside boarding of dogs in a C2 (Community Commercial) zoning district.

Background:

An application was filed by DCLD Enterprises for a conditional use to allow for overnight inside boarding of dogs. The subject property is zoned C2 (Community Commercial), which allows for pet care services (indoor/outdoor) as a conditional use with the following conditions:

- 1). A secure outside play area for the dogs will be required with opaque fencing/walls that prevent the dogs from leaving the property.
- 2). The existing landscaping will be updated to meet the current Type A landscaping code required by the City. The proposed site meets the applicable requirements of the zoning district in which it is located.

Attachment(s):

- 1. Resolution 787-21 Hounds Town USA Conditional Use

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Resolution 787-21 for a conditional use to allow for overnight inside boarding of dogs.

RESOLUTION NO. 787-21

A RESOLUTION RELATED TO PET CARE SERVICES (INDOOR/OUTDOOR); APPROVING A CONDITIONAL USE TO ALLOW FOR THE UPDATE OF THE DEFINITION IN TABLE 2.02.01 OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application was filed by DCLD Enterprises for a conditional use to allow for overnight inside boarding of dogs in a C2 (Community Commercial) zoning district located on parcel ID no. 03-26-21-0020-00000-0022; and

WHEREAS, the subject property zoning is C2 (Community Commercial) which allows for pet care services (indoor/outdoor) as a conditional use with a level three review; and

WHEREAS, the City of Zephyrhills Land Development Code, Part 11.10.01(B) has standards that the City Council may or may not grant approval for the conditional use as follows:

1. The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life or property values in the immediate neighborhood; and
2. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area; and
3. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety;
4. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas;
5. The site upon which the conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas;
6. The proposed site meets the applicable requirements of the zoning district in which it is located;
7. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic; and
8. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.

WHEREAS, the application for a conditional use to allow overnight inside boarding of dogs has been found to be in compliance with the requirements of Part 11.10.02 of the City of Zephyrhills Land Development Code; and

WHEREAS, the granting of a conditional use shall be subject to the following:

1. The holder of a conditional use permit shall be authorized to utilize the site or location of the use only in a manner specified in the written approval and conditions specified therein. Any substantial expansion, alteration or change in the conditional use authorized by the written approval must be reviewed by City Council in the same manner in which the original conditional use was reviewed. The Building Official or his or her designee shall determine whether a substantial alteration or change of an authorized conditional use exists and may initiate review of the same by the City Council; and
2. For purpose of this section, an expansion, alteration or change of a conditional use shall be deemed to exist where a substantial modification of any of the standards provided for in subsection (1) above, results from activity associated with the conditional use or where a substantial change of circumstances or conditions arise.

3. A secure outside play area for the dogs will be required with opaque fencing/walls that prevent the dogs from leaving the property.
4. A building permit will need to be applied for the installation of an opaque perimeter fence that meets the current City building code.
5. The existing landscaping will be updated to meet the current Type A landscaping code required by the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA:

Section 1. The foregoing findings are incorporated herein by reference and made a part thereof.

Section 2. The application for overnight inside boarding of dogs in a C2 zoning district, on property with parcel ID no. 03-26-21-0020-00000-0022 is hereby approved.

Section 3. The conditional use is approved for the benefit of the applicant and applicant's successors and/or assigns and for the use as specified within the application only, subject to the conditions herein. The character or benefit of this conditional use shall not change but may be transferred without City Council approval by resolution.

Section 4. The City Council does hereby expressly find that the provisions of this resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

This Resolution No. 787-21 shall run with the subject property and shall inure to the benefit of and be binding upon DCLD Enterprises and its successors and assigns.

The foregoing Resolution No. 787-21 was read and passed, 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 Resolution No. 787-21 was approved by me this 13th day of December, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content
for the sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

Request to be put on the agenda for The next meeting for discussion

This is a flagrant violation of the airport pattern by the tow plane operator .

The FAA has previously recently stopped the sky plane doing the same pattern that the tow plane is executing. Apparently the airport manager gave the tow plane operator permission without checking the regulatory compliance at the FAA mandated to stop flying that pattern .

Dear Sir

The area residents on Frontier Drive are clearly being subjected to unsafe low-flying aircraft (below 500 feet). This unnecessary risk carries the potential for conflict with other aircraft,

The federal administration procedures has been an investigation in November of 2020 on the sky dive plane on the same kind of flying that the tow aircraft is doing now . The point here in case, The FAA did an investigation on the skydive aircraft in November and they were stopped from flying over thoughts homes. Because of the nonstandard low altitude to regulatory compliance flying over in a non standard pattern. So the tow plane is doing exactly what the skydive aircraft was doing .

The tow plane operator apparently started doing this about four or five months ago not realizing that this is already been a conclusion of an investigation that had though planes stoped. (A copy are the FAA document is included)

This violates the rules of this airports' published patterns. This careless conduct is often accompanied by a constant high level of noise. The federal rules of civil procedure's does not provide a pilot the right to routinely violate rules regarding minimum altitudes, and to disregard published operational patterns. The Two tow plane aircraft from Zephyrhills (N243CG

and N8358T) are not following published patterns. (enclosed are copies pictures video of the area over frontier drive east of runways 01 and 19) . This is a continuous complaint.

In an effort to resolve the issue, I contacted the tow plane operation at Zephyrhills. I was informed the airport manager gave them permission to violate safe operational rules..

So the efforts to inform the operators of their dangerous conduct has failed to cause any concern. The excessive noise and low level flying over frontier homes, subjects residents to unacceptable risky flying. The violators ignored .

The residents are affected by with the higher level noise, unsafe flying ,low level aircraft over there homes is not consistent with safe operation rules,

The simple solution would be to remain in the published pattern (as required) and this would no longer be an issue. I look forward to your reply and resolution to our problem ,

wait to hear from you otherwise we possibly need to elevated process of procedure. An FAA inspector has been assigned to me if this cannot be addressed properly Thank you for your time.

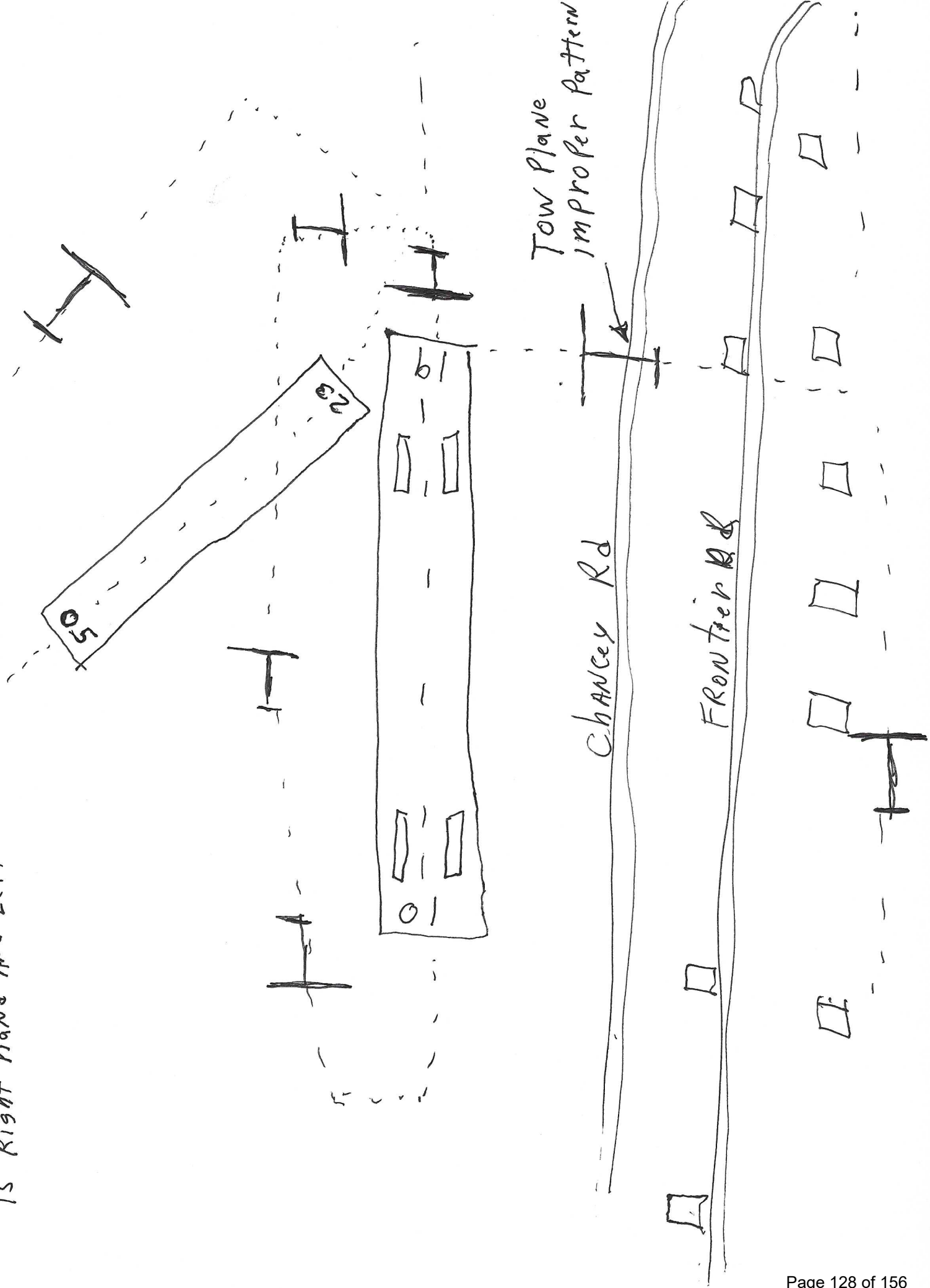
Edward Knapp 386-547-5107 C R F G U I F @ G M A I L . C O M

Airline transport pilot

CFII MEI Chief pilot Bondio Advanced Airways

Gulf stream V Boeing 737 BBJ

Note: The Published Patterns For Runway 19
IS Right hand And Left hand For Runway 01

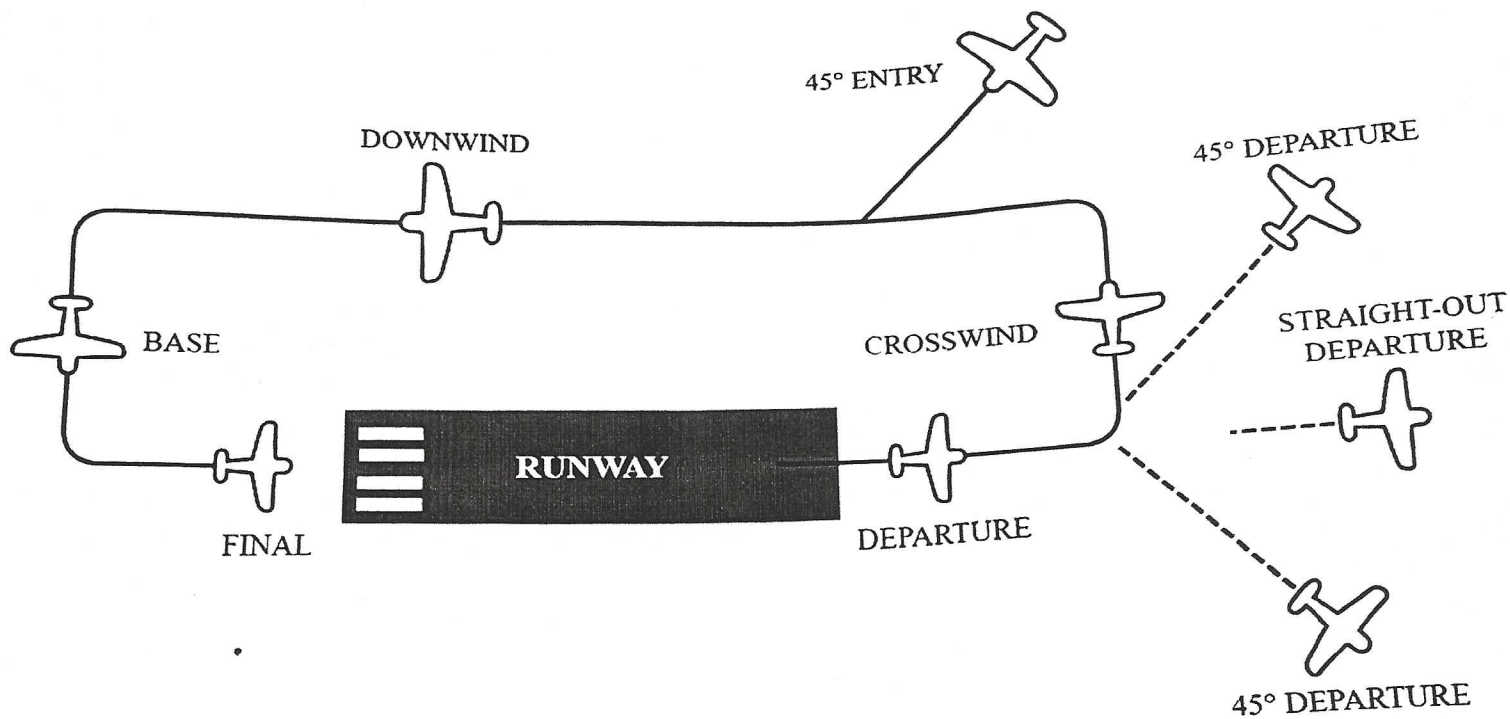


From: Ross, Kevan R (FAA) Kevan.R.Ross@faa.gov
Subject: Complaint ZPH Investigation Results
Date: Jan 6, 2021 at 12:48:56 PM
To: Edward Knapp crfgulf@gmail.com

Mr. Knapp,

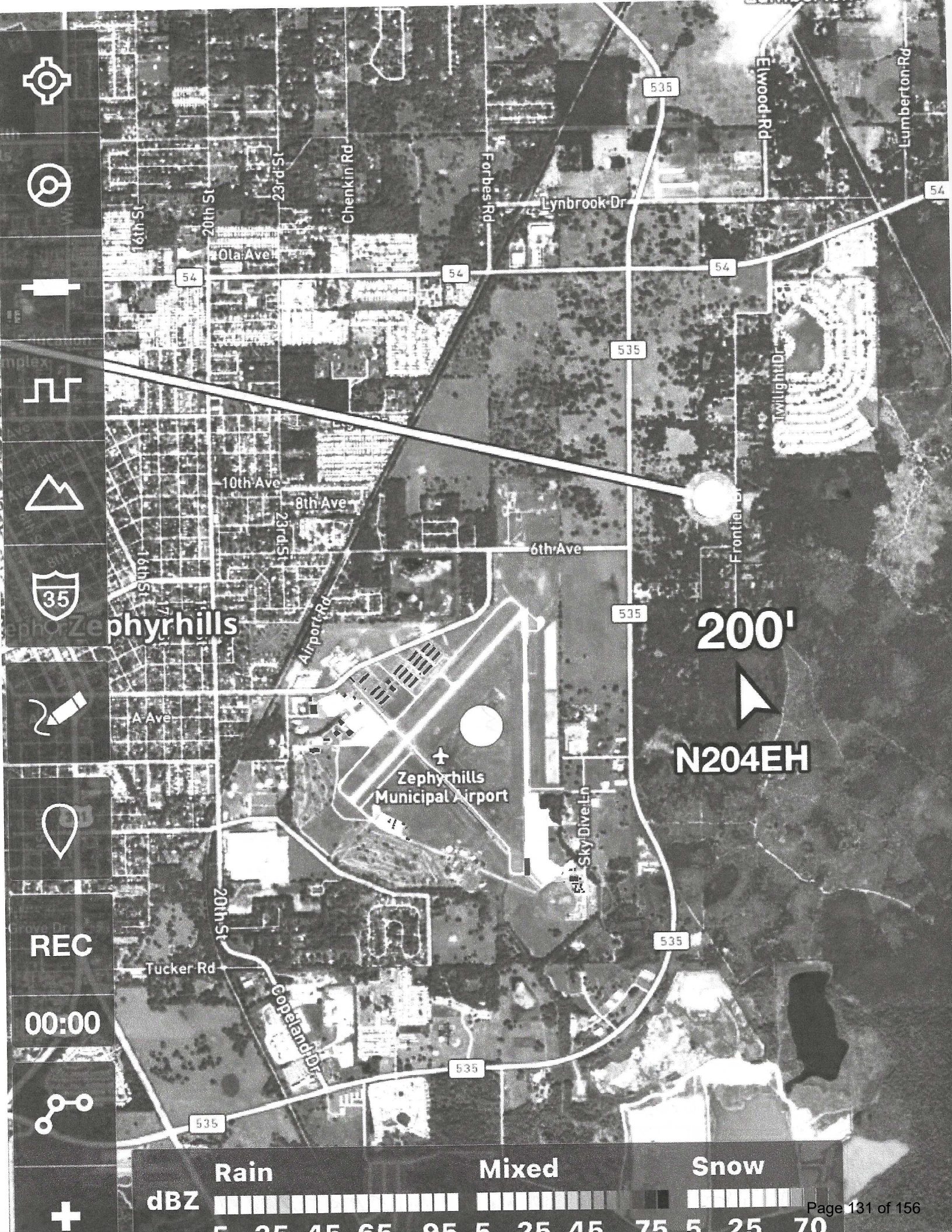
An investigation of the low flying twin Otter N202EH at ZPH on November 28, 2020 has been conducted. Investigation revealed that further action was necessary and contact was made with the aircraft owner. At the conclusion of the investigation additional actions were taken to ensure regulatory compliance and safety while operating at ZPH. Thank you for your interest in aviation safety, this investigation is now closed.

Kevan R. Ross
Aviation Safety Inspector
Tampa FSDO SO35
[813-287-4919](tel:813-287-4919)



LACONIA MUNI (LCI)(KLCI) 3 NE UTC-5(-4DT) N43°34.38' W71°25.07'
 545 B NOTAM FILE LCI
 RWY 08-26: H5890X100 (ASPH-GRVD) S-85, D-110, 2D-175
 PCN 35 F/D/X/T HIRL 0.5% UP W
 RWY 08: MALSR. PAPI(P4L)—GA 3.0° TCH 44'. Trees.

NEW YORK
 H-11D, 12K, L-32H
 IAP



12:05 1



Q KDTO

12:00 PM EDT
Internet Traffic



Distance Dest

0.0 nm

ETE Dest

Groundspeed

0 kts

Track

Bearing Dest



Airports



Maps



Flights



Plates



More



Wednesday • Oct 27, 2021 • 3:00 PM

Adjust

✓ IMG_0303

Apple iPhone 12 Pro Max

50%

Telephoto Camera — 65 mm *f*2.2

12 MP • 3024 × 4032 • 899 KB

ISO 25

159 mm

0 ev

*f*2.2

1/4386 s



Zephyrhills

Home

Adjust





1:40



Search

1:35 PM EST
Internet Traffic



Distance Dest

0.0 nm

ETE Dest

Groundspeed

0 kts

Track

Bearing Dest



Airports



Maps



Flights



Plates



More

11:47

5G E



FPL



Search

11:40 AM EST
Internet Traffic



Distance Dest

0.0 nm

ETE Dest

Groundspeed

Track

Bearing Dest



Airports



Maps



Flights



Plates



More

11:35

5G



Search

11:30 AM EST
Internet Traffic



Distance Dest 0.0 nm ETE Dest ----- Groundspeed 0 kts Track ----- Bearing Dest -----

Airports Maps Flights Plates More

11:47

5G E



FPL



Search

11:40 AM EST
Internet Traffic



REC

00:00

+

-

Distance Dest

0.0 nm

ETE Dest

Groundspeed

Track

Bearing Dest



Airports



Maps



Flights



Plates



More

11:59

5G E



FPL



Search

11:50 AM EST
Internet Traffic

N8358T 400' 1.5nm NE

hdg: 268° Speed: 88kts

Origin: KZPH

5175

FlightAware, 10s ago

N8358T



REC

00:00



Distance Dest

0.0 nm

ETE Dest

Groundspeed

0 kts

Track

58°M

Bearing Dest



Airports



Maps



Flights



Plates

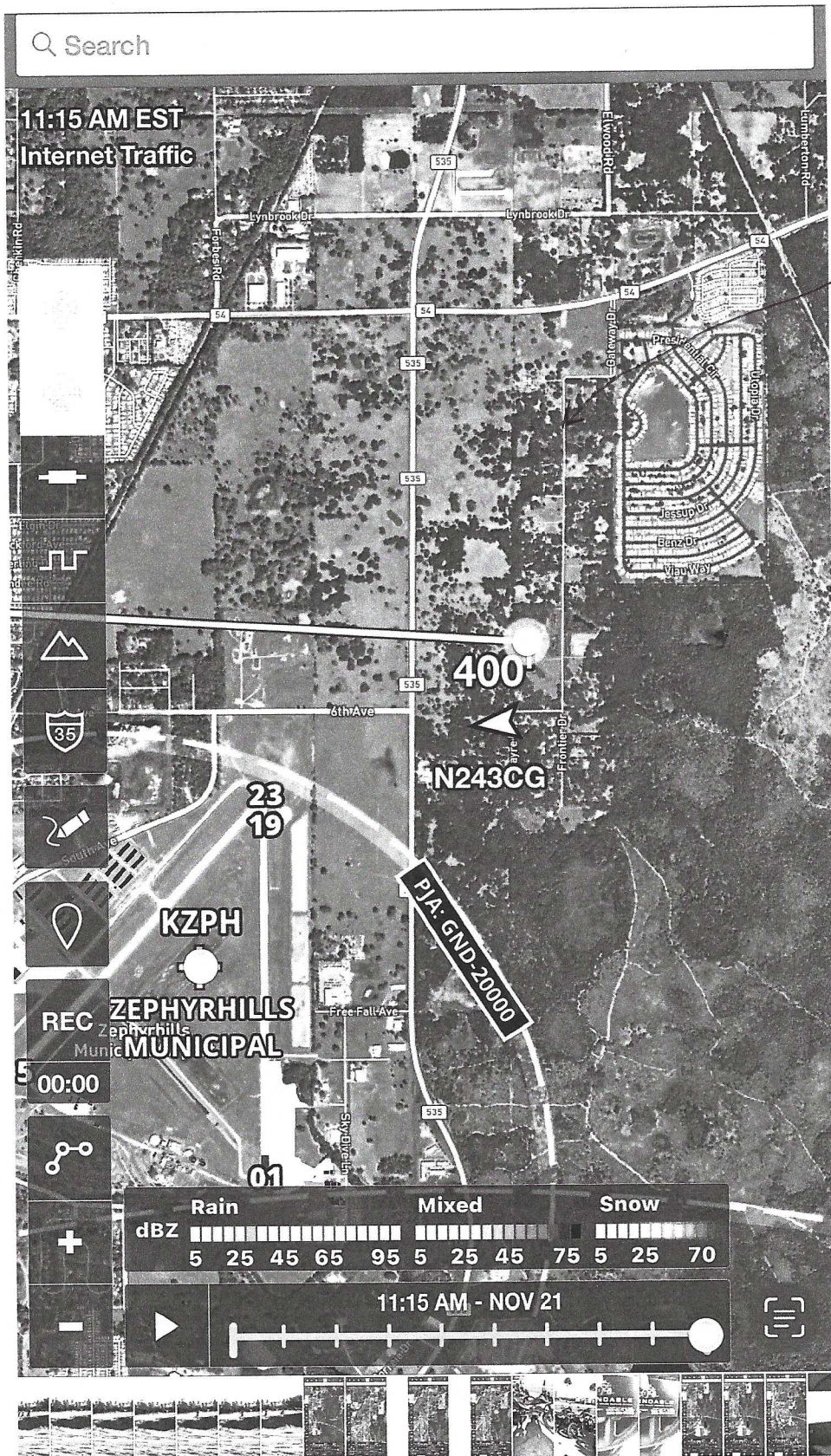


More

12:44



Sunday
11:24 AM



Sunday
11:22 AM



Addresses and phone numbers of the neighbors complaining

Judy and John Watson 5339 Frontier Dr. 813-782-5988

Bob Orzo 5306 Frontier Dr. 813-997-5475

Jennifer Hough 40740 Wood Trail Ln. 813-713-6714

Steven Orzo 5632 Frontier Dr. 813-997-7731

Phil and Sue ice 5555 Frontier Dr. 813-783-2235

David Sandlak 5620 Frontier Dr. 407-925-5736

Eddy knapp 5621 Frontier Dr. 386-547-5107

Phil Maxwell 5421 Frontier Dr. 813-927-4451

A. Settlement Statement

B. Type of Loan

☐ 1. FHA	☐ 2. FmHA	☐ 3. Conv. Unins.	6. File Number 00628-21	7. Loan Number ID:	8. Mortg. Ins. Case Num.
☐ 4. V.A.	☐ 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Kems Family Construction Company, Inc., a Florida corporation
Address of Borrower: 5031 Airport Rd, Zephyrhills, Florida 33542

E. NAME OF SELLER: City of Zephyrhills
Address of Seller: 5335 6th Street, Zephyrhills, Florida 33542 TIN:

F. NAME OF LENDER: Capital City Bank
Address of Lender: 14302 Spring Hill Dr, Brooksville, Florida 34601

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: Maggard Law Firm, PA
Place of Settlement: 13134 US Highway 301, Dade City, Florida 33525 TIN: 82-5397423
Phone: 352-458-4700

I. SETTLEMENT DATE: 11/19/21 DISBURSEMENT DATE: 11/19/21

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	48,322.00	401. Contract sales price	48,322.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	6,867.85	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	55,189.85	420. Gross amount due to seller:	48,322.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	155,000.00	502. Settlement charges to seller (line 1400)	1,457.85
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	155,000.00	520. Total reductions in amount due seller:	1,457.85
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	55,189.85	601. Gross amount due to seller (line 420)	48,322.00
302. Less amount paid by/for the borrower (line 220)	(155,000.00)	602. Less total reductions in amount due seller (line 520)	(1,457.85)
303. Cash (☐ From ☒ To) Borrower:	99,810.15	603. Cash (☒ To ☐ From) Seller:	46,864.15

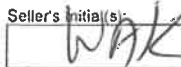
Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Borrower's Initial(s):



Seller's Initial(s):



DoubleTime®

L. Settlement charges				Borrower	POC	Seller	POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$48,322.00 @	% =							
701.	% to								
702.	% to								
703. Commission paid at settlement									
704. Brokers Opinion	to Nye Commercial Advisors		350.00				500.00		
800. Items payable in connection with loan:									
801. Loan Points/Fees	% to Capital City Bank						1,500.00		
802. Loan discount	% to								
803. Document Prep Fee	to Capital City Bank						250.00		
804. Credit report	to Capital City Bank						10.00		
805. Flood Tracking	to Capital City Bank						1.00		
806. Flood Determination	to Capital City Bank						11.00		
807. Tax Service	to Capital City Bank						77.00		
808. Escrow Tax 5031	to Capital City Bank						404.00		
809. Escrow Tax Vacant	to Capital City Bank						101.61		
810. Escrow Insurance	to Capital City Bank						1,611.17		
811.	to								
900. Items required by lender to be paid in advance:									
901. Interest from	to @ /day								
902. Mortgage insurance premium for	months to								
903. Hazard insurance premium for	years to								
904. Flood insurance premium for	years to								
905.	years to								
1000. Reserves deposited with lender:									
1001. Hazard insurance	months @ per month								
1002. Mortgage insurance	months @ per month								
1003. City property taxes	months @ per month								
1004. County property taxes	months @ per month								
1005. Annual assessments	months @ per month								
1006. Flood Insurance	months @ per month								
1007.	months @ per month								
1008.	months @ per month								
1009. Aggregate accounting adjustment									
1100. Title charges:									
1101. Settlement or closing fee	to Maggard Law Firm, PA						400.00		400.00
1102. Abstract or title search	to Attorneys' Title Fund Services, LLC								275.00
1103. Title examination	to								
1104. Title insurance binder	to								
1105. Document preparation	to								
1106. Certificate of Status-Division of Corpora	to Maggard Law Firm, PA						8.75		
1107. Attorney's Fees	to								
(includes above item numbers:	)								
1108. Title Insurance	to Old Republic National Title Insurance Company/Maggard Law						597.26		278.30
(includes above item numbers:	)								
1109. Lender's coverage (Premium):	\$155,000.00 (\$597.26)								
1110. Owner's coverage (Premium):	\$48,322.00 (\$278.30)								
1111. Endorse: 6-25;8.1-25;F9-87.56							137.56		
1112. Wire & Courier Fees	to Maggard Law Firm, PA						100.00		100.00
1113. Loan Processing Fee	to Maggard Law Firm, PA						200.00		
1200. Government recording and transfer charges:									
1201. Recording fees	Deed \$23.25 Mortgage(s) \$82.75 Releases						106.00		
1202. City/county tax/stamps	Deed Mortgage(s) \$310.00						310.00		
1203. State tax/stamps	Deed \$338.80 Mortgage(s) \$542.50						542.50		338.80
1204. Assignment of Rents	to State of Florida/Simplifile								65.75
1205.	to								
1300. Additional settlement charges:									
1301. Survey	to								
1302. Pest Inspection	to								
1303.	to								
1304.	to								
1305.	to								
1306.	to								
1307.	to								
1308.	to								
1309.									
1400. Total settlement charges:							6,867.85		1,457.85

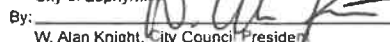
(Enter on lines 103, Section J and 502, Section K.)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Kerns Family Construction Company, Inc.

By:  Borrower

City of Zephyrhills

By:  SellerBy:  Linda S. Kerns, Vice President

W. Alan Knight, City Council President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Maggard Law Firm, PA

By: _____

Date

As Its Authorized Representative

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime®

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File#: 00628-21

Closing Date: November 19, 2021

You are being given this form and certification to explain differences between Federal and Florida law. Federal law requires the costs of the policies to be calculated using the full premium for the lender policy. Florida law allows the premium for the lender's policy to be calculated using a lower rate when purchased along with an owner's policy.

If both an owner's policy and a lender's policy are being purchased, the title insurance premiums on this form might differ from the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the lender policy premium will probably be higher.

The chart below lists the amounts disclosed by the lender and the premium for the policies being purchased. These amounts include the charges for endorsements to the policies:

		Closing Disclosure Amount		Florida Premium	
		Buyer	Seller	Buyer	Seller
(a)	Lender's Policy:	N/A	N/A	\$597.26	\$0.00
(b)	Lender's Endorsements:	N/A	N/A	\$137.56	\$0.00
(c)	Lender's Policy Total:	N/A	N/A	\$734.82	\$0.00
(d)	Owner's Policy:	N/A	N/A	\$0.00	\$278.30
(e)	Owner's Endorsements:	N/A	N/A	\$0.00	\$0.00
(f)	Owner's Policy Total:	N/A	N/A	\$0.00	\$278.30
	Total All Policies (c + f):	N/A		\$1,013.12	

The total dollar amount for the policies as disclosed on this form should be equal to the total premium calculated using the Florida Insurance Code. The Florida Premium amounts listed above will be used to disburse the funds from the title agency's escrow account to Old Republic National Title Insurance Company and Maggard Law Firm, PA.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

City of Zephyrhills

By: W. Alan Knight Date 11-29-21
W. Alan Knight, City Council President

Kerns Family Construction Company, Inc.

By: Linda S Kerns Date 11-19-21
Linda S Kerns, Vice President

By: Tony Kerns Date 11-19-21
Tony Kerns, President

(Corporate Seal)

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File#: 00628-21

Closing Date: November 19, 2021

Settlement Agent Certification

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Settlement Agent Signature

Date Signed

Settlement Agent Name

Florida License Number

Maggard Law Firm, PA

Title Agency Holding Funds

Florida License Number

"EXHIBIT A"

A portion of Parcel 12-26-21-0000-04900-0020:

A parcel of land lying within the Southwest 1/4 of Section 12, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southwest corner of said Section 12; thence along the South boundary of the Southwest 1/4 of said Section 12, N.89°58'36"E., a distance of 1,342.28 feet; thence N.27°40'43"E., a distance of 200.28 feet; thence N.64°45'08"W., a distance of 25.00 feet to the West right-of-way line of Airport Road as now established, for a POINT OF BEGINNING; thence along said West right-of-way line, N.27°41'01"E., a distance of 134.42 feet; thence N.64°45'08"W., a distance of 121.44 feet to the East line of the CSX Railroad right-of-way; thence along said CSX Railroad right-of-way, S.28°03'40"W., a distance of 134.46 feet; thence S.64°45'08"E., a distance of 122.33 feet to the POINT OF BEGINNING.

and

All of Parcel 12-26-21-0000-04900-0030:

COMENCE AT THE SW CORNER OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA THENCE N89DG 55' 25"E ALONG SOUTH BDY 1343.53 FT THENCE N27DG 42' 10"E 199.01 FT THENCE N64DG 43' 41"W 25.00 FT FOR POB THENCE CONT N64DG 43' 41"W 100.66 FT THENCE S00DG 24' 14"E 204.88 FT TH N89DG 55' 25"E 4.27 FT TO POB AND THAT POR OF SW1/4 OF SW1/4 OF SAID SEC LYING EAST OF SCL RR R/W

Prepared by and return to:
Matthew E. Maggard, Esq.
Attorney at Law
Maggard Law Firm, PA
13134 US Highway 301
Dade City, FL 33525
352-458-4700
File Number: 00628-21
Will Call No.:

Parcel Identification No. 12-26-21-0000-04900-0030

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29th day of November, 2021 between City of Zephyrhills whose post office address is 5335 8th Street, Zephyrhills, FL 33542 of the County of Pasco, State of Florida, grantor*, and Kerns Family Construction Company, Inc., a Florida corporation whose post office address is 5031 Airport Rd, Zephyrhills, FL 33542 of the County of Pasco, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to-wit:

See attached Exhibit "A"

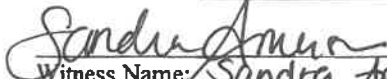
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

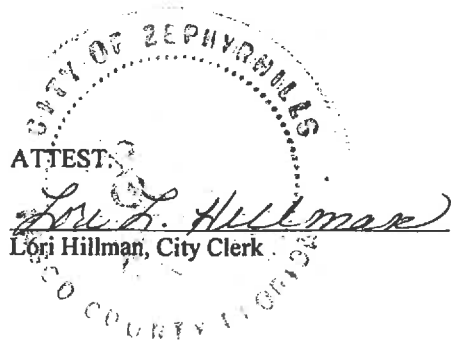
Signed, sealed and delivered in our presence:


Witness Name: William C. Be, Sr.


Witness Name: Sandra Amerson

City of Zephyrhills

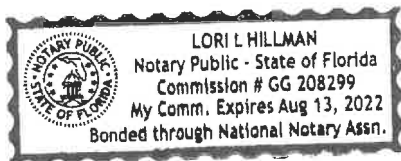
By: 
W. Alan Knight, City Council President



State of Florida
County of Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of November, 2021 by W. Alan Knight of City of Zephyrhills, on behalf of said firm. He/she ☐ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Lori L. Hillman
Notary Public

Printed Name: Lori L. Hillman

My Commission Expires: 8-13-2022

"EXHIBIT A"

A portion of Parcel 12-26-21-0000-04900-0020:

A parcel of land lying within the Southwest 1/4 of Section 12, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southwest corner of said Section 12; thence along the South boundary of the Southwest 1/4 of said Section 12, N.89°58'36"E., a distance of 1,342.28 feet; thence N.27°40'43"E., a distance of 200.28 feet; thence N.64°45'08"W., a distance of 25.00 feet to the West right-of-way line of Airport Road as now established, for a POINT OF BEGINNING; thence along said West right-of-way line, N.27°41'01"E., a distance of 134.42 feet; thence N.64°45'08"W., a distance of 121.44 feet to the East line of the CSX Railroad right-of-way; thence along said CSX Railroad right-of-way, S.28°03'40"W., a distance of 134.46 feet; thence S.64°45'08"E., a distance of 122.33 feet to the POINT OF BEGINNING.

and

All of Parcel 12-26-21-0000-04900-0030:

COMENCE AT THE SW CORNER OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA THENCE N89DG 55' 25"E ALONG SOUTH BDY 1343.53 FT THENCE N27DG 42' 10"E 199.01 FT THENCE N64DG 43' 41"W 25.00 FT FOR POB THENCE CONT N64DG 43' 41"W 100.66 FT THENCE S00DG 24' 14"E 204.88 FT TH N89DG 55' 25"E 4.27 FT TO POB AND THAT POR OF SW1/4 OF SW1/4 OF SAID SEC LYING EAST OF SCL RR R/W

AGREEMENT AND RELEASE OF LIABILITY

This Agreement and Release (hereinafter "Agreement"), is entered into by and between the City of Zephyrhills, Florida (hereinafter "the City"), and United Way of Pasco County, Inc. (hereinafter "United Way"), a Florida Corporation, located at 17320 Camelot Court, Land O' Lakes, Florida 34638.

In consideration of the promises and mutual covenants set forth in this Agreement, the sufficiency of which is acknowledge by the parties, the parties agree as follows:

1. United Way hereby releases and forever discharges the City, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, that now or hereafter arise out of or in any way relating to any and all injuries and damages that may develop as a result of or in any way relating to the United Way's onsite storage of tax preparation equipment.
2. United Way will be fully responsible for any and all expenses associated with the to internet services to Alice Hall.
3. It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction the causes of action, claims, and demands mentioned herein.
4. The release of claims shall be deemed to include a full and complete release by United Way of any and all claims against the City's present and past City Council members, officers, employees, agents, principals, relatives, representatives, insures, and attorneys.
5. This Agreement constitutes the complete understanding between United Way and the City. Recipient acknowledges and declares that no other contract, promise or inducement has been made, whether oral or written. This Agreement shall supersede any and all other agreements, whether oral or written, made prior to the date of execution herein.
6. Recipient acknowledges that this Agreement voluntarily and on their own free will; fully understands all the terms of the Agreement. United Way has had sufficient and reasonable time to review the Agreement. Recipient further acknowledges that United Way is advised to consult an attorney prior to signing this Agreement. Recipient understands that whether or not they consult with an attorney is their decision.
7. If any provision of this Agreement is found invalid, or incapable of being enforced by reason of any law, rule, or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision.
8. This Agreement shall be construed and governed in accordance with the laws of Florida.

Agreement and Release of Liability
City of Zephyrhills and United Way of Pasco County

9. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language.
10. This Agreement may only be modified, altered, or rescinded pursuant to a subsequent written agreement, signed by both parties.
11. United Way of Pasco County shall defend, indemnify and hold harmless City of Zephyrhills and all of City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of United Way of Pasco County, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. United Way of Pasco County recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve United Way of Pasco County of its liability and obligation to defend, hold harmless and indemnify City of Zephyrhills as set forth in this article of the Agreement.
12. United Way of Pasco County shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000, 000.00 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming City of Zephyrhills as a named, additional insured, as well as furnishing City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by United Way of Pasco County as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, City of Zephyrhills agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to City of Zephyrhills, and that any other insurance, or self-insurance available to City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by United Way of Pasco County as required herein.

Agreement and Release of Liability
City of Zephyrhills and United Way of Pasco County

This Agreement, consisting of three (3) pages, is freely and voluntarily entered into by the parties. The parties acknowledge that they have read this Agreement and that they understand the words, terms, conditions and legal significance of this Agreement.

Attest:

Eori L. Hillman
Eori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS

William C. Poe, Jr.
William C. Poe, Jr. City Manager

Date: September 2, 2021

UNITED WAY OF PASCO COUNTY, INC.

Tyler Sambucci
Tyler Sambucci, VITA Program Manager

Date: 11-18-2021

State of Florida
County of Pasco

Sworn and subscribed before me this 18 day of NOVEMBER, 2021, by
TYLER SAMBUCCI, who is personally known to me or who has produced
FL DRIVER LICENSE as identification.

[Signature]
Notary Public, State of Florida

H/Hillman/forms/2022UnitedWayAgreement

DENNIS JAYAG
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210225
Expires 6/2/2022

December 9, 2021 - 9:00 a.m. - 3:00 p.m.

JANUARY 2022 - 8:00 a.m. - 5:00 p.m.

Monday, 01-17-2022

Thursday, 01-20-2022

Monday, 01-24-2022 NOT AVAILABLE

Thursday, 01-27-2022 NOT AVAILABLE

Monday, January 31, 2022

FEBRUARY 2022 - 8:00 a.m. - 5:00 p.m.

Thursday, 02-03-2022

Monday, February 02-07-2022

Thursday, 02-10-2022

Monday, 02-14-2022

Thursday, 02-17-2022

Monday, 02-21-2022

Thursday, 02-24-2022 NOT AVAILABLE

Monday, 02-28-2022 NOT AVAILABLE

MARCH 2022 - 8:00 a.m. - 5:00 p.m.

Thursday, 03-03-2022

Monday, 03-07-2022

Thursday, 03-10-2022

Monday, 03-14-2022

Thursday, 03-17-2022

Monday, 03-21-2022

Thursday, 03-24-2022 NOT AVAILABLE

Monday, 03-28-2022 NOT AVAILABLE

Thursday, 03-31-2022

APRIL 2022 - 8:00 a.m. - 5:00 p.m.

Monday, 04-04-2022

Thursday, 04-07-2022

Monday, 04-11-2022 NOT AVAILABLE MUNICIPAL ELECTION SET-UP

Thursday, 04-14-2022

Monday, 04-18-2022

Thursday, 04-21-2022

Monday, 04-25-2022 NOT AVAILABLE

Thursday, 04-28-2022

REVISED 11/18/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2021

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

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

PRODUCER Roe Insurance, Inc. 9851 State Road 54 New Port Richey FL 34655		CONTACT NAME: Sherri Britton PHONE (A/C No. Ext): (727) 376-0030 FAX (A/C No.): (727) 376-2262 E-MAIL ADDRESS: sherri@roeins.com																						
INSURED United Way of Pasco County, Inc. 17230 Camelot Ct Land O' Lakes FL 34638		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>AmGUARD Insurance Company</td><td>42390</td></tr><tr><td>INSURER B:</td><td>Southern Owners Insurance Co.</td><td>10190</td></tr><tr><td>INSURER C:</td><td>Service American Indemnity Company</td><td>39152</td></tr><tr><td>INSURER D:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AmGUARD Insurance Company	42390	INSURER B:	Southern Owners Insurance Co.	10190	INSURER C:	Service American Indemnity Company	39152	INSURER D:	RLI Insurance Company	13056	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 2021-2022**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			C1GP201062	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☒ Professional Liability 1mm / 3mm						MED EXP (Any one person)	\$ 5,000
	☒ Abuse/Molestation 1mm / 3mm						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Deductible	\$ 0
A	AUTOMOBILE LIABILITY			C2GP200849	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
B	☒ UMBRELLA LIAB			4922970500	07/01/2021	07/01/2022	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SATIS0009901	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 100,000
D	CRIME			FID8001048	07/01/2021	07/01/2022	Employee Dishonesty	\$50,000
							Deductible	\$500

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

Workers Compensation applies to Florida operations only

The City of Zephyrhills is included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregory G Roe



POLICY NUMBER: C1GP201062

COMMON POLICY DECLARATIONS FLORIDA

COMPANY NAME AmGUARD Insurance Company 39 Public Square P.O. Box AH Wilkes Barre, PA 18703-0020	PRODUCER NAME Care Providers Insurance Services, LLC dba NSM Insurance Group 555 E. North Lane Suite 6060 Conshohocken, PA 19428
NAMED INSURED: United Way of Pasco County, Inc.	
MAILING ADDRESS: 17230 Camelot Ct Land O' Lakes, FL 34638	
POLICY PERIOD: FROM <u>07/01/2021</u> TO <u>07/01/2022</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	
BUSINESS DESCRIPTION	Social Advocacy

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	\$4,260.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$5,103.00
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART	\$1,612.00
COMMERCIAL INLAND MARINE COVERAGE PART	\$426.00
COMMERCIAL CRIME COVERAGE PART	\$300.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	\$7.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$73.00
TERRORISM - CERTIFIED ACTS (INLAND MARINE)	\$0.00
TOTAL:	\$11,781.00
TOTAL TAXES, SURCHARGES AND FEES (SEE SCHEDULE):	\$8.27
TOTAL PAYABLE:	\$11,789.27