



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, September 22, 2025
6:00 PM**

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

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Charles E. Proctor

Roll Call — City Clerk Ricardo Quiñones

Invocation —

Pledge of Allegiance —

CITIZEN COMMENTS

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - September 08, 2025
 1. M09.08.2025 - Final DRAFT
- 1.2 Requesting Approval of Proposal from Vortex for Gravity Sewer Lining **[41-25-26]**
 1. Proposal 2510169 Zephyrhills FY25 Pipe Lining Rev2
- 1.3 Approval of Outside Utility Service Agreement **45-25-21** for MARIA MAGDALENA TELLE CRUZ & ET AL
 1. 45-25-21 Outside Utility Services for MARIA MAGDALENA TELLE CRUZ & ET AL

- 1.4 Approval of Amendment #1 to the Innovative Technologies Grant **24-25-02** From the FDEP
 1. INW03 Amendment 1 unsigned
 2. INW03 Zephyrhills Fully Executed
- 1.5 Approval of CSX Supplemental Agreement to **41-21-39** Original Agreement CSX939003
 1. CSX939003- Supplemental Agreement 9-25
 2. CSX939003 Agreement-Complete
- 1.6 Approval of Wages and Article Review **41-24-25** for Officers (2025-2027) Amendment to Articles 23, 28, 29, and 31.
 1. FOP Officers Article Review_2025
 2. Article 31 draft
- 1.7 Approval of Task Order No. 6 Jacobs Construction Services DBE **[37-23-03]**
 1. JE25-06
- 1.8 Approval of Task Order No. 10 Jacobs Construction Services RPR - Airport Pavement Rehab **[37-23-03]**
 1. Jacobs-ZPH-AirfieldPavementRehab-CA-Services-042225-Rev1
- 1.9 Approval of Task Order RF25-01 - Raftelis Financial Stormwater Fee Implementation Project **[41-25-28]**
 1. RF25-01 - Raftelis Financial Stormwater Fee Implementation_Signed

2. PUBLIC HEARING

- 2.1 Adopt Final Millage
Second Reading **ORDINANCE NO. 1506-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2026-2027 FOR THE CITY OF ZEPHYRHILLS."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1506-25 on the Second Reading
 1. Ordinance 1506-25 - Adopt Millage
- 2.2 Adopt Final Budget
Second Reading **ORDINANCE NO. 1507-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1507-25 on the Second Reading
 1. Ordinance 1507-25 - Adopt Budget
 2. FY26 Adopted Budget

3. BUSINESS ITEMS

- 3.1 Advent Health Rezoning
First Reading Ordinance No. 1508-25 **" AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION; CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) AND PUD (PLANNED**

UNIT DEVELOPMENT) TO CITY C-3 (GENERAL COMMERCIAL) FOR APPROXIMATELY 22.72 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL IDS 35-25-21-0010-11800-0000, 35-25-21-0010-11800-0010, 35-25-21-0010-09100-0000, 35-25-21-0010-09100-0010; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "

A. City Council considers Ordinance No. 1508-25 on the First Reading

1. Ordinance 1508-25 AdventHealth Rezoning (38257060v1)

3.2 **BGE Work Order 103-25 Approval:** for Wire Road Trail Addition Improvements (Project). Work Order Fee \$89,000.

1. Zephyrhills TO103-25 Wire Road Trail

3.3 **BGE Work Order 104-25 Approval:** Work order approval Fort King Highway Trail Addition Improvements (Project). Work Order Fee \$112,000.

1. Zephyrhills TO104-25 Fort King Highway Trail

4. FINANCE DIRECTOR'S REPORT

4.1 Awarding of Bid for Auditing Services - Clifton Larson & Allen, LLP.

1. CLA - Proposal

5. UTILITIES DIRECTOR'S REPORT

5.1 Approval to purchase water meters from Ferguson

1. Pre October 1 without Tariff and price increase

2. Post October 1 With Surcharge and price increase INFORMATIONAL ONLY

6. PLANNING REPORT

6.1 **Residential Historic Facade Grant** - 5354 9th Street. This is a grant application for the Residential Historic Facade Grant to compensate for replacing the roof of a contributing structure in the Historic District. The roof replacement has already had final inspection on 2/18/2025 (BGR-009278-2025).

1. Historic Facade Grant - 5394 9th St

7. CITY MANAGER'S REPORT

7.1 **Special Event Sabor Latino Alcohol Approval**-The event is scheduled for November 15th, 2025 from 12pm-6pm. The event will take place at the Airport Venue. They are applying for approval from council to host an alcohol event. The venue will be a wetzone with a designated Beer tent closest to the stage. A temporary alcohol license will be obtained through the state in order to sale beer. Zephyrhills Police will be present for this event along with the events private security that will be in charge of checking ID's and issuing wristbands.

1. Layout - Latin Festival (3)

2. Special event application

7.2 **Paulie Palooza Special Event Alcohol Approval.** The event is scheduled for Sunday November 16th, 2025 from 11am-7pm. The downtown area where the event is taking place will be a wetzone for alcohol usage.

1. Full Map View 25

2. Special Event Report

3. 2025 Paulie Palooza Flyer

- 7.3 **Boots In The Hills Special Event Alcohol Approval.** This event will take place on 10/18/25 from 12pm-9pm at the Airport Venue. This will be a music event along with food vendors. This event will be an alcohol permitted event. Guest can bring their own beverages must be in plastic cups or cans. The applicant's private security will be in charge of providing wrist bands with ID verification. The venue will be a proposed wet zone area. ZPD will be present as well for this event.

1. Updated Boots In the Hills Event Map
2. Boots In The Hills Application

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

8. NOTED ITEMS

- 8.1 Approval of Agreement 41-25-29 with JL Video
1. Video Production Proposal (2025-09-18_18-08 ADT)

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.**

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - September 08, 2025

Issue:

The City Council held a regular meeting on September 08, 2025.

Background:

Minutes from that meeting were taken and prepared for Council's review.

Attachment(s):

1. M09.08.2025 - Final DRAFT

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommend approval of the meeting minutes.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on September 8, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693.

Council President Charles E. Proctor called the meeting to order at 6:08 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson, Steven Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Public Information Officer Kevin Weiss, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt, Community Planner Will McCaw and City Clerk Ricardo Quiñones. Utilities Director John Bostic III attended virtually.

Parks and Recreation Advisory Board Present: Tracey Mahon.

The Invocation was led by Rodney Corriveau, Principal Planner.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Erica Freeman, 37519 8th Ave. - spoke from the floor.

Ms. Freeman addressed Council regarding park operations. She emphasized the importance of keeping park bathrooms open during operational hours, citing accessibility concerns for families, elderly residents, and individuals with medical conditions. Ms. Freeman also encouraged community involvement in maintaining park safety and cleanliness.

MAYOR

1. Proclamation – Heffelfinger

Mayor Monson presented a proclamation honoring Russ and Lee Heffelfinger for their decades of civic service and community involvement in Zephyrhills. The couple was recognized for their leadership in local organizations, including the Chamber of Commerce, Kiwanis Club, and Elks Lodge, as well as their contributions to local business and military service.

2. Proclamation - Constitution Week

Mayor Monson proclaimed the week of September 17–23, 2025, as Constitution Week in Zephyrhills. Members of the Daughters of the American Revolution were present to receive the proclamation, which commemorated the adoption of the U.S. Constitution and encouraged civic education and engagement.

1. CONSENT ITEMS

1.1 Approval of City Council Meeting Minutes - August 25, 2025

1.2 Approval of Budget Workshop Minutes - August 25, 2025

1.3 Approval of Agreement 24-25-05 - FAA Grant for T-Hanger Aprons Construction

1.4 Approval of Agreement 25-25-07 Hubbard Construction Company

1.5 Amendment I to 37-22-13 with Alfred Benesch & Company - I of 2 Three-year extensions (11-14-2025 to 11-13-2028)

1.6 Approval of Addendum to Stellar Development Agreement 25-25-08

City Manager William Poe gave an overview of the airport related agreements.

Lance Smith motioned to approve the consent items as presented. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

2. PUBLIC HEARING

2.1 Adopt Tentative Millage

First Reading **ORDINANCE NO. 1506-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2025-2026 FOR THE CITY OF ZEPHYRHILLS."**

City Attorney Matthew Maggard read Ordinance No. 1506-25 by title.

Finance Director Ted Beason explained that the proposed millage rate of 6.25 mills represents a 2.71% increase over the rollback rate of 6.0848 mills.

Public hearing was opened and closed with no comments.

Steven Spina motioned to accept Ordinance No. 1506-25 setting the millage rate at 6.25 mills, which is more than the rollback rate of 6.0848 mills computed pursuant to the Florida Statutes. Seconded by Kenneth Burgess. Motion Passed, 5-0.

2.2 Adopt Tentative Budget

First Reading **ORDINANCE NO. 1507-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR."**

City Attorney Maggard read Ordinance No. 1507-25 by title.

Finance Director Beason presented the proposed FY 2025–2026 budget totaling \$136 million, with \$70 million allocated to capital expenditures.

Discussion included concerns about the potential impact of proposed state legislation eliminating ad valorem taxes. City Manager Poe noted the City was not selected for a CDBG grant and would need to bond an additional \$5 million for Zephyr Park renovations.

Public hearing was opened and closed with no comments.

Lance Smith motioned to Approve the proposed City Budget. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

2. UTILITIES DIRECTOR'S REPORT

2.1 Approval of Piggyback Agreement 41-25-27 HST Utility Inc Meter Replacement

Utilities Director John Bostic III presented a three-year plan to replace approximately 10,000 water meters. The agreement includes backflow preventer and valve replacements.

Steven Spina motioned to Approve Piggyback Agreement 41-25-27. Seconded by Lance Smith. Motion Passed, 5-0.

3. PUBLIC WORKS DIRECTOR'S REPORT

3.1 Approval of Piggyback Agreement 41-25-28 with Martin County - Raftelis' - Stormwater Utility Fee

Public Works Director Shane LeBlanc introduced a piggyback agreement to develop a stormwater utility fee. Consultant Jennifer Tevansis from Raftelis outlined the scope, including financial planning, ordinance development, and stakeholder engagement.

Council agreed to pursue billing via the county tax bill for equity and efficiency.

Steven Spina motioned to Approve Piggyback Agreement 41-25-28. Seconded by Kenneth Burgess. Motion Passed, 5-0.

4. CITY MANAGER'S REPORT

4.1 Parks Master Plan Phase11 - GA1

Consultants from GAI presented the final Parks Master Plan, including current, short-term, mid-term, and long-term recommendations.

Key topics included:

- Playground replacements at five parks
- ADA transition planning
- Lighting and security improvements
- Land acquisition strategies
- Recreation center partnership opportunities with Pasco County

Parks and Recreation Advisory Board Member Tracey Mahon agreed that Parks need lighting. Feels unsafe in Parks after dark with no security. Councilwomen Wilkeson said that it feels safe at Veterans Park but understands the concern.

Council discussed naming the Z Venue in honor of the upcoming 250th anniversary of the Declaration of Independence and emphasized the importance of open park bathrooms and security measures.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

Planning Director Todd Vande Berg updated Council on development petitions in the Joint Planning Area. Concerns were raised about water availability, land use compatibility, and the impact of Senate Bill 180 on the City's residential moratorium.

Council agreed to schedule a workshop to further discuss planning, water capacity, and legislative impacts.

Mr. Poe announced he will be out of the office on Friday Sept. 12th.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Matthew Maggard discussed the implications of Senate Bill 180, which may require the City to repeal its residential moratorium. He noted ongoing legal analysis and potential statewide litigation.

CITY COUNCIL COMMENTS - NONE

6. NOTED ITEMS

- 6.1 C.W. Roberts Change Order [25-25-03] Taxiway F Construction - Force main conflict
- 6.2 Amendment No. I to Task Assignment JE23-02 - South 301 Sewer/Water SS Phase I [37-21-03]
- 6.3 Amendment No. I to Task Assignment JE23-04 - Northside Phase 3 Force Main /Waterline Extension [37-21-03]
- 6.4 Amendment No. I to Task Assignment JE23-05 - Wastewater Treatment Plant Effluent Pump Station [37-21-03]

ADJOURN 8:27 pm

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Requesting Approval of Proposal from Vortex for Gravity Sewer Lining **[41-25-26]**

Issue:

Requesting Approval of Proposal from Vortex for Gravity Sewer Lining

Background:

The City's Wastewater Division has been taking a proactive approach to line the older gravity sewer lines throughout the City for the past five (5) or more years. Progress has been consistent and we wish to continue.

The lining removes the chance of infiltration from older lines which may have unforeseen cracks, slight bell separations, etc.

Attachment(s):

1. Proposal 2510169 Zephyrhills FY25 Pipe Lining Rev2

Fiscal Impact:

The current FY25 budget was approved in the amount of \$750,000.00 for this task. The proposal is for \$729,949.50. This may vary slightly due to minor errors in distances.

Staff Recommendation:

It is staff's recommendation to the City Council to approve this item as presented.



To:	City Of Zephyrhills	Contact:	Joey Theel
Address:	39825 Alson Ave Zephyrhills, FL 33542	Phone:	813.714.5480
		Email:	JTheel@ci.zephyrhills.fl.us
Project Name:	FL - Zephyrhills - FY25 Pipe Lining Rev	Bid Number:	2510169
Project Location:	Various Locations, Zephyrhills, FL 33542	Bid Date:	9/8/2025

Bid Proposal is figured on utilizing HGAC Contract TP07-25

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A2	Sanitary & CCTV Sewer - 8"	11,984.00	LF	\$4.00	\$47,936.00
A3	Sanitary & CCTV Sewer - 10"	2,411.00	LF	\$4.50	\$10,849.50
A54	6" - 12" Post TV Inspection After Rehabilitation	11,984.00	LF	\$2.00	\$23,968.00
C106	Robotically Reinstated Internal Reconnects On All CIPP- Estimated	190.00	EACH	\$125.00	\$23,750.00
C2	8" X 6MM - CIPP Steam/Water Cure	11,984.00	LF	\$41.00	\$491,344.00
C3	10" X 6MM - CIPP Steam / Water Cure	2,411.00	LF	\$44.00	\$106,084.00
O8	Flagmen (per Each)	339.00	HR	\$62.00	\$21,018.00
P15	Travel And Mobilization - Florida	1.00	EACH	\$5,000.00	\$5,000.00

Total Bid Price: \$729,949.50

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Existing pipe cleaning is defined as 3 passes or less. If additional passes are required or any mechanical / descaling / root / grease / or tuberculation removal, Vortex will charge an additional fee at an hourly rate of \$285.00/Hr for the Vac Truck + Operator and \$265.00/Hr for the CCTV Truck + Operator.
- Mainline CIPP lining must be completed structure to structure.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- It is assumed that the current condition of the host pipe can be lined. Any repairs that maybe required in order to line the pipe will be will provided by Others.

- Grouting infiltration prior to installing liner or lateral grouting post liner install is not included in our pricing. If required, must be completed by others.
- If a certified P.E. thickness design is required, please add \$1,000 per each diameter.
- Bid Proposal is figured on utilizing HGAC Contract TP07-25

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Tommy Robertson
407-509-6633 trobertson@vortexcompanies.com

CONSENT ITEMS 1.3

Approval of Outside Utility Service Agreement **45-25-21** for MARIA MAGDALENA TELLE CRUZ & ET AL

Issue:

Request Council approval for Council President to sign the Agreement Arising Out of a Request For City Water Services Outside Corporate Limits.

Background:

The property is located outside the city limits, but within our utility service area.

Attachment(s):

1. 45-25-21 Outside Utility Services for MARIA MAGDALENA TELLE CRUZ & ET AL

Fiscal Impact:

There are minimal monetary impacts to the City as the normal fees will be paid by the owners.

Staff Recommendation:

It is recommended City Council approve Council President to sign the Outside Water Agreement.

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 4th day of September, 2025, between
MARIA MAGDALENA TELLES CRUZ & ET AL hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 38533 Alston Ave Zephyrhills, FL 33542

Parcel Identification Number: 14 26 21 0030 00500 0360

Legal Description: FAIRVIEW PARK PB 4 PG 4 LOTS 36-38 INCL BLOCK 5

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, ~~sewer lines~~ or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and ~~business~~) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Charles E. Proctor, President of City Council, Melanie Bahr Monson,
Mayor and Ricardo Quiñones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:

(SEAL)
Lindsay Bateman
Witness Signature
Lindsay Bateman
Witness Printed Name
[Signature]
Witness Signature
WIS SOTO
Witness Printed Name

Witness Signature

Witness Printed Name

Witness Signature

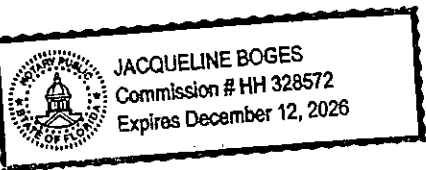
Witness Printed Name

[Signature]
Applicant Signature
Francis L. Teller Solis
Applicant Printed Name
[Signature]
Applicant Signature
Maria Teller
Applicant Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Maria Magdalena Teller Cruz known by me to be the person(s) described in or who produced Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 4th day of September, 2025.

(SEAL)  JACQUELINE BOGES
Commission # HH 328572
Expires December 12, 2026

[Signature]
NOTARY PUBLIC
My Commission Expires: December 12, 2026

CONSENT ITEMS 1.4

Approval of Amendment #1 to the Innovative Technologies Grant **24-25-02** From the FDEP

Issue:

Approval of Amendment #1 for the Innovative Technologies Grant From the FDEP

Background:

In January of 2025, the City Council approved an Innovative Technologies Pilot Project with the FDEP. This project will test the use of Ferrate in the PFOA/PFOS removal process for effectiveness.

This amendment is to modify the task end and deliverable due dates within the project timeline.

Attachment(s):

1. INW03 Amendment 1 unsigned
2. INW03 Zephyrhills Fully Executed

Fiscal Impact:

There is no fiscal impact to the city. 100% grant funded.

Staff Recommendation:

It is staff's recommendation to the City Council to approve this item as presented.

**AMENDMENT NO. 1
TO AGREEMENT NO. INW03
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF ZEPHYRHILLS**

This Amendment to Agreement No. INW03 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of ZEPHYRHILLS, 5335 8TH Street, Zephyrhills, FL 33542 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for an Innovative Wastewater Treatment Technology Grant effective January 31, 2025;

WHEREAS, the parties wish to amend the Agreement as set forth herein to revise the task 2 and 5 descriptions within the Grant Work Plan to modify the sampling schemes associated with each of these tasks: and

WHEREAS, the parties wish to modify task end and deliverable due dates within the project timeline to account for unexpected delays in task executions.

NOW THEREFORE, the parties agree as follows:

- 1) Attachment 1, Standard Terms and Conditions Applicable to Grant Agreements Rev. 11/13/2024 is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions Applicable to Grant Agreements Rev. 07/02/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions Applicable to Grant Agreements Rev. 07/02/2025.
- 2) Attachment 2, Special Terms and Conditions Rev. 07/08/2024 is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions Rev. 07/01/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions Rev. 07/01/2025.
- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 4) Attachment 5, Special Audit Requirements Rev. 11/19/24 is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements Rev. 07/01/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements Rev. 07/01/2025.
- 5) Attachment 6, Program-Specific Requirements for Innovative Technologies Grant Program Rev. 11/20/24 is hereby deleted in its entirety and replaced with Attachment 6-A, Program-Specific Requirements for Innovative Technologies Grant Program Rev. 05/07/2025, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Program-Specific Requirements for Innovative Technologies Grant Program Rev. 05/07/2025.
- 6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of ZEPHYRHILLS

**Florida Department of
Environmental Protection**

By: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (12 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program-Specific Requirements (2 pages)

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1 - A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1 - A

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INW03**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pilot Testing the Innovative Ferrate Treatment Process for the Reduction of Contaminants of Emerging Concern Discharging to and from the City of Zephyrhills Wastewater Treatment Facility. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on execution of the agreement and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Comprehensive General Liability Insurance.**

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation.**

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO.: INW03**

ATTACHMENT 3-A

PROJECT TITLE: Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concerns Discharging to and from the City of Zephyrhills' Wastewater Treatment Facility (WWTF).

PROJECT LOCATION: This project will be completed at the City of Zephyrhills' WWTF (FDEP Facility ID FLA012744). The facility is located at 39825 Alston Avenue, Zephyrhills, FL 33542 within Pasco County, Florida. (Latitude 28° 13' 13" N; Longitude 82° 09' 27" W) See *Figure 1* and *Figure 2*.

PROJECT BACKGROUND: The City of Zephyrhills has been investigating the presence of contaminants of emerging concerns (CECs) for nearly a decade. Between 2014 and 2016, the City tested its water system as part of the Environmental Protection Agency (EPA) Unregulated Contaminant Monitoring Rule (UCMR 3). The result of their test indicated the presence of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate acid (PFOS) with some levels detected above the EPA-established limits of 4 nanograms per liter for PFOS and PFOA. Water used by the City's customers is discharged to the wastewater collection system and into the Wastewater Treatment Facility (WWTF). It then goes to the reclaimed water system for land application and groundwater recharge. The City of Zephyrhills wants to test the effectiveness of the Ferrate Treatment Process in reducing PFOA and PFAS in wastewater discharges to and from the WWTF; consequently, removing these CECs and protecting groundwater resources.

PROJECT DESCRIPTION: The City of Zephyrhills will identify the presence of CECs in various wastewater streams (before entering WWTF, in between, and after treatment) and test the effectiveness of the Ferrate Treatment Process in removing the CECs from these process streams. The Grantee will conduct bench-scale treatability tests on wastewater samples collected from wastewater treatment process streams. The findings from these tests will enable the Grantee to build a mobile modular ferrate treatment system that will be used to test the process streams at the City of Zephyrhills' WWTF. Influent and effluent samples will be collected and tested so that the data can show pre- and post- treatment concentrations and treatment efficiencies for the tested process streams. The desired end state for this project is the City of Zephyrhills, its residents, and the environment will experience a reduction or elimination of CECs in wastewater discharges.

TASKS and DELIVERABLES:

Task #1: Quality Assurance Project Plan (QAPP)

Task Description: The Grantee will submit and receive approval on a Quality Assurance Project Plan (QAPP) prior to the commencement of any monitoring and sampling associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled.

Deliverable 1a: Draft QAPP

The Draft QAPP will be submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

- a. An initial planning review technical audit as specified in Section 5.b.i. of Exhibit D shall be completed by the Grantee. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 5.b.iii. of Exhibit D.
- b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 5.b. ii. Of Exhibit D. The Grantee shall submit a report of each annual planning review audit with a statement of usability (Section 5.b.iii), within one month of the review.
- c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 6 of Exhibit D to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
 - (i) The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - (ii) Within 45 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.
 - (iii) If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.
 - (iv) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Performance Standard: The Department's Grant Manager will review the Draft QAPP for compliance with this Agreement and the quality assurance requirements to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 1b: Final QAPP

The Final Department-approved QAPP will be submitted electronically in PDF format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: WWTF Sampling and Bench-testing

Task Description: The Grantee will conduct bench-scale testing of selected WWTF process streams to establish ferrate chemical dosage and solids handling requirements for the pilot-scale treatment system demonstration. One influent and three effluent sampling event that tests for identical CEC parameters will be completed concurrently for each of the four WWTF process streams for a total of 17 CEC samples, to include a single equipment blank. “Influent” process stream samples (4 total) will include 1- raw wastewater collected at the Headworks, 2- Waste Activated Sludge (WAS) collected from the sludge holding tank while mixing is in process, 3- filtered effluent collected at the influent bay of the Chlorine Contact Chamber prior to chlorine dosing, and 4- reclaimed water collected by the Chlorine Contact Chamber discharge bay. “Effluent” samples, following bench-scale Ferrate treatment at three different doses (12 total), will be collected and tested for the same CECs. In addition to CEC testing, selected parameters including but not limited to temperature, pH, Dissolved Oxygen, Chemical Oxygen Demand, and nutrients (Nitrogen and Phosphorus) will be tested from the same samples. The Grantee will complete sampling for bench-testing during two consecutive months. Coordinating sample collection will be efficient and provide additional water quality data for consideration.

Deliverable 2: The Grantee will submit:

- 1) Copy of written approval to sample at the WWTF,
- 2) Results from bench testing and the dosage for the chemical treatment as well as solid handling requirements,
- 3) Summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must have field and weather data if applicable) to the Department’s Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department’s Grant Manager.

Performance Standard: The Department’s Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request no more frequently than monthly for cost reimbursement and written Department approval of all associated task deliverables.

Task #3: Permitting, Planning and Design of Treatment System

Task Description: The Grantee will submit a Basis of Design Technical Memorandum (BODTM). The BODTM will use the Task 2 bench-testing influent and effluent water quality results and associated chemical dosing data to design the mobile modular Ferrate treatment system. The BODTM will include equipment selection, sizing, and layout. In addition to the treatment system, the BODTM will present pilot test locations, and the facilities needed to conduct the pilot tests in those locations. The Grantee will obtain required local, municipal, state, and federal permits as necessary.

Planning will involve coordination with WWTF staff for pilot test locations. The mobile modular Ferrate treatment system will then be designed to meet the treatment objectives and physical conditions required

to access the electric power on the WWTF site and continuous influent flow from the four process streams proposed for evaluation.

Deliverable 3a: Permitting

The Grantee will submit a list of all required permits identifying permit numbers, issue dates, and issuing authorities to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard:

The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Deliverable 3b: Planning and Design

The Grantee will submit an electronic copy of the final design, including professional certification(s) as applicable as well as BODTM.

Performance Standard:

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task #4: Mobilization, Site Preparation and System Set-up

Task Description: The Grantee will install and set up the Ferrate System at two (2) WWTF pilot testing sites (to be identified upon completion of Task 2). Work will include site preparation, equipment mobilization, on-site staging, and startup and shakedown of the demonstration equipment.

Deliverable 4: The Grantee will submit the following to the Department's Grant Manager:

- 1) Provide a map of pilot testing sites as identified in Task 3.
- 2) Date-stamped color photographs prior to, during, and immediately following completion of this task,
- 3) Signed acceptance of the completed work by the Grantee,

Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that they meet the specifications in the Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #5: Operations and Monitoring

Task Description: The Grantee will complete the monitoring of influent and effluent samples from the mobile modular Ferrate treatment system at those two (2) locations where bench-testing indicated optimal performance. The Grantee will test the Ferrate treatment system for approximately two weeks at each of the two (2) selected locations. The Grantee will collect a total of 15 samples. This includes one "blank" for combined influent/effluent sampling equipment per panel of tests sent to the lab (three total), one "initial" sample per location pre-ferrate dosing (two total), one "initial" sample per location post-ferrate dosing (two total) that will be sent for lab analysis. Based on the results of those samples, ferrate dosing may be adjusted and then there will be one sample "adjusted" ferrate dosing per location based on results of "initial" sample results (two total), with an accompanying one sample pre-"adjusted" ferrate dosing that will be sent for lab analysis. Based on the results of those samples, ferrate dosing may be adjusted and then there will be one final adjusted ferrate dosing per location based on results of "adjusted" sample results (two total), and one sample pre-final-adjusted ferrate dosing per location based on results of "adjusted" sample results (two total). Monitoring will be conducted in accordance with the Department-approved QAPP for this project.

Deliverable 5: The Grantee will submit a summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #6: Decommissioning and Site Restoration

Task Description: The Grantee will start the decommissioning and site restoration activities once the monitoring phase has been completed. The Ferrate system will be deconstructed and transported off-site in accordance with the final design(s) and required permits. A Site Close-out Inspection will be conducted with staff from the City of Zephyrhills to confirm that all equipment has been removed from the site and the site conditions have been returned, as closely as practical, to pre-work conditions.

Deliverable 6: Decommissioning and site restoration deconstruction completed to date as described in this task, as evidenced by:

- 1) Signed acceptance of the completed decommissioning work by the Grantee,
- 2) Contractor's Application and Certification for Payment, and
- 3) Date-stamped color photographs of before, during, and after site restoration.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan, this task description, and that work is being performed in accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #7: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- A 1-2 page executive summary which will include a brief introduction, the purpose of the study, the Grantee's findings, recommendations, the limitations of the Grantee's report, any implementation guidelines or procedures, and a conclusion.
- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s], etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology.

The Grantee has the option to provide the Department with a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report. Please note that travel expenses for the in-person presentation are not reimbursable or allowable. The presentation will be no more than 60 minutes and will have sufficient time for questions and answers.

Deliverable 7a: Draft Final Report

The Grantee will submit an electronic copy of the draft Final Report in Word format to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 7b: Final Report

The Grantee will submit an electronic copy of the Final Report in PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the submitted Final Report to verify Department comments and changes have been incorporated and meet the terms of this Agreement and Task description.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Deliverable 7c: Final Report Presentation

The Grantee will submit an electronic copy of the Final Report Presentation no later than five (5) business days prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation.

Performance Standard: Upon completion of the presentation of the Final Report and written approval by the Department's Grant Manager of the Final Report Presentation, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Execution	09/27/2025	
1a	Draft QAPP			05/01/2025
1b	Final QAPP			08/27/2025
2	WWTF Sampling and Bench-testing	After Acceptance of Task 1b deliverable	11/14/25	<i>Monthly</i>
3	Permitting, Planning and Design	Upon Execution	01/31/26	
3a	Permitting			11/15/25
3b	Planning and Design			01/31/26
4	Mobilization, Site Preparation and System Set-up	02/15/26	03/15/26	
5	Operations and Monitoring	03/15/26	08/01/26	Monthly
6	Decommissioning and Site Restoration	09/01/26	09/15/26	
7	Final Report	07/01/26	02/01/27	
	Draft Final Report			10/01/26
	Final Report			12/01/26
	Final Report Presentation			01/31/27

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PROJECT BUDGET DETAIL & SUMMARY BY TASK: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Task No.	Budget Category	Budget Amount (Not to Exceed)
1-7	Contractual Services	\$240,000.00

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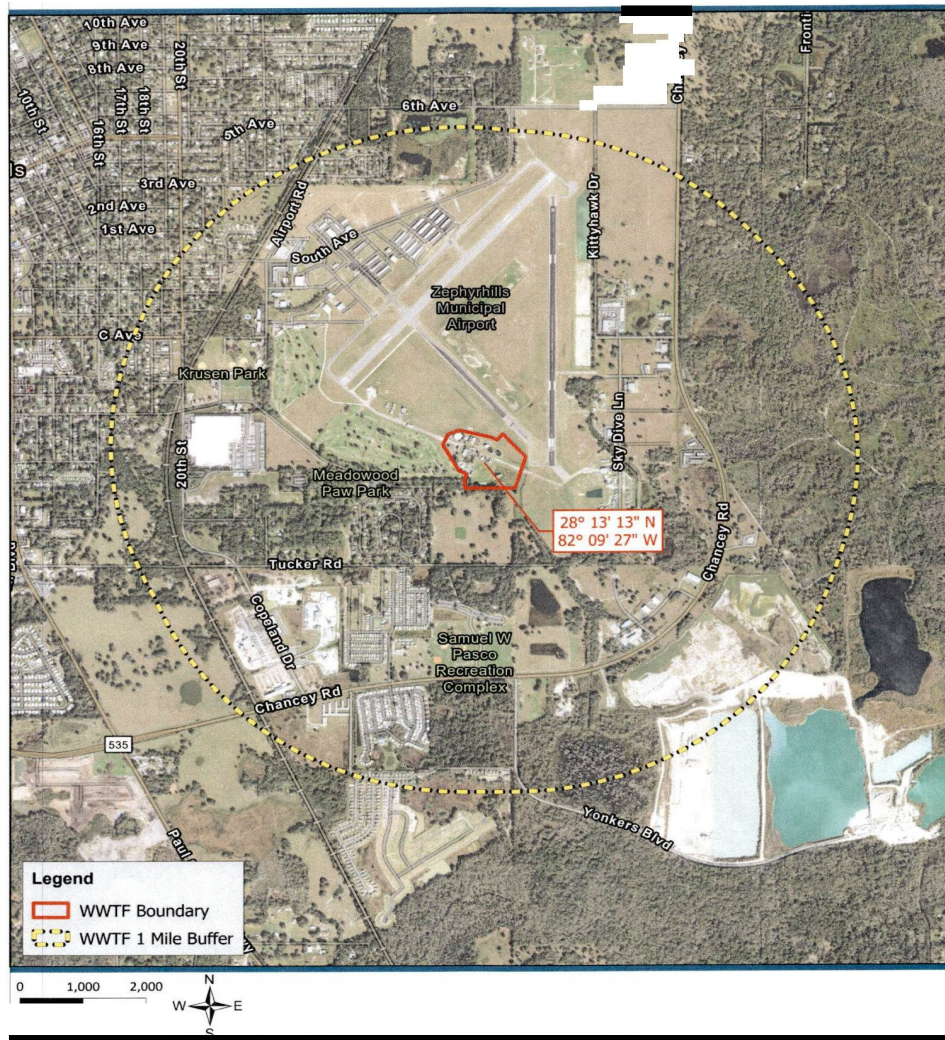


Figure 1. City of Zephyrhills WWTF Location.



Figure 2. City of Zephyrhills WWTreatment Plant Treatment Process Description.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5-A

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	Florida Department of Environmental Protection	2023-2024	37.103	Innovative Technologies	\$240,000	140895
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$240,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR INNOVATIVE TECHNOLOGIES GRANT PROGRAM

ATTACHMENT 6-A

1. Definitions: None.
2. The Grantee acknowledges receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Furthermore, the Grantee agrees to ensure all necessary permits are obtained prior to implementation of any Agreement activity that may fall under the applicable federal, state or local laws.
3. The Grantee acknowledges purchases made by the Grantee before the Standard Grant Agreement is executed are not guaranteed cost reimbursement by the Department.
4. The Grantee acknowledges the Department will not reimburse expenses associated with the costs for applying for and obtaining patents, the publishing of research or scientific papers, the preparation or printing of posters or other media, and/or the presentation of the research or project at professional or scientific forums.
5. The Grantee will administer a Microsoft PowerPoint presentation of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and implications as a deliverable within the Final Report/Presentation Task. The Grantee can elect to administer the presentation virtually or in person. The Grantee can request reimbursement for up to a maximum of \$1,000 to cover final presentation travel costs for in-person, administered presentations. The Grantee must comply with the applicable Florida Statute 112.061 provisions, including proper documentation, to receive travel reimbursement. In-person presentations will be administered at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Avenue, Tallahassee, FL. Department approval is required for in-person administration at other locations. The Grantee will provide read-ahead copies of their slides at least five business days before the presentation date. Presentations will be of sufficient duration to present the elements described above and allocate 10 minutes for questions and answers. Presentation periods lasting a total of an hour in length are preferred. Reimbursements for presentation preparation and administration expenses will be claimed when submitting the Final Report/Presentation invoice. The presentation requirement only applies to grants executed after November 21, 2024.
6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.
7. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of those responsibilities to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without their inclusion and participation in said communications.
8. The Grantee acknowledges the Department requires samples to be processed by National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories for data

Attachment 6-A, DEP Agreement#:

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verification and acceptance purposes and has factored the expenses associated with the utilization of such laboratories within their Budget-Cost Analysis Form and Grant Work Plan.

9. The Grantee acknowledges the Department's contractual boilerplate language for grant work plans, quality assurance project plans (QAPP), deliverable templates and other contractual documentation is not subject to applicant-initiated changes or modifications.
10. After entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP compliant with the Department's template for those grants involving the collection and analyses of samples. The Grantee will have up to three opportunities to submit a QAPP acceptable to the Department and must conform to this plan unless a Department-approved revision is made for the duration of the agreement.
11. The Grantee acknowledges the grant will be for cost reimbursement; advance payment is not authorized.
12. Equipment, software and software license purchase requests for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis. The rental and lease of equipment is acceptable.
13. The Grantee acknowledges the Final Report will be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 Federal Law requirements to make the report's information accessible to people with disabilities and facilitate posting the report's link onto the Department's public website. This requirement only applies to grants executed after November 21, 2024.
14. The Grantee acknowledges the formulas and format contained within the Department's Budget Cost Analysis form is not subject to applicant-initiated changes or modifications without obtaining written approval from the Department.
15. The Grantee acknowledges the maximum indirect rate applied to the grant cannot exceed 15% of the total grant award. This limitation only applies to grants executed after November 21, 2024.
16. The Grantee acknowledges the Fringe benefits expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be incorporated within the Salary/Hourly expenses.
17. The Grantee acknowledges Fringe benefits, which include tuition payments, may not be incorporated within the calculation for indirect costs. Salary and all other approved allowable categories as shown in the Budget Cost Analysis may be included in the calculation. This requirement only applies to grants executed after November 21, 2024.
18. The Grantee acknowledges Salary expenditures will be calculated as hourly rates and will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department when invoicing for salary expenditures.
19. The Grantee acknowledges innovative technologies grant work plans will have a public education/outreach task which must be planned and budget allocated. This requirement only applies to grants awarded after July 1, 2025.

Attachment 6-A, DEP Agreement#:

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern at City of Zephyrhills WWTF

INW03

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Zephyrhills**

Entity Type: **City Government**

Grantee Address: 5335 8th Street
Zephyrhills, FL 33542

FEID: **59-600455003**

(Grantee)

3. Agreement Begin Date: Date of Expiration:
Upon Execution 1 APR 2027

4. Project Number: INW03 Project Location(s): 39825 Alston Avenue, Zephyrhills, FL 33542
(If different from Agreement Number)

Project Description: The project will determine the presence of chemicals of concern in wastewater streams and the effectiveness of the ferrate treatment process to remove these chemicals at the City of Zephyrhills Wastewater Treatment Facility.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$240,000	☒ State ☐ Federal	FY2023-2024 GAA Line Item 1708B	\$ 240,000
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$ 240,000

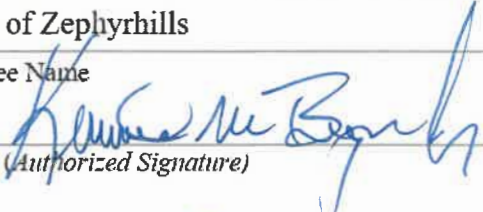
6. Department's Grant Manager Name: Scott Mower or successor Address: 3900 Commonwealth Blvd, MS 24 Tallahassee, FL, 32399 Phone: (850) 245-2188 Email: scott.mower@floridadep.gov	Grantee's Grant Manager Name: Jessica Carter or successor Address: 5335 8th Street Zephyrhills, FL 33542 Phone: 813-780-0000 x 3541 Email: jcarter@ci.zephyrhills.fl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☒ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☒ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Zephyrhills	GRANTEE
Grantee Name	
By  (Authorized Signature)	1/27/2025 Date Signed
Kenneth M. Burgess Jr., Council President	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By Edward C. Smith	Digitally signed by Edward C. Smith Date: 2025.01.31 08:04:08 -05'00'
Secretary or Designee	01/31/2025 Date Signed
Edward C. Smith, Director of Office of Water Policy and Ecosystems Restoration	
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

Attachment 1

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INW03**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern Discharging to and from the City of Zephyrhills Wastewater Treatment Facility.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on execution of the agreement and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INW03**

ATTACHMENT 3

PROJECT TITLE: Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concerns Discharging to and from the City of Zephyrhills' Wastewater Treatment Facility (WWTF).

PROJECT LOCATION: This project will be completed at the City of Zephyrhills' WWTF (FDEP Facility ID FLA012744). The facility is located at 39825 Alston Avenue, Zephyrhills, FL 33542 within Pasco County, Florida. (Latitude 28° 13' 13" N; Longitude 82° 09' 27" W) See *Figure 1* and *Figure 2*.

PROJECT BACKGROUND: The City of Zephyrhills has been investigating the presence of contaminants of emerging concerns (CECs) for nearly a decade. Between 2014 and 2016, the City tested its water system as part of the Environmental Protection Agency (EPA) Unregulated Contaminant Monitoring Rule (UCMR 3). The result of their test indicated the presence of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate acid (PFOS) with some levels detected above the EPA-established limits of 4 nanograms per liter for PFOS and PFOA. Water used by the City's customers is discharged to the wastewater collection system and into the Wastewater Treatment Facility (WWTF). It then goes to the reclaimed water system for land application and groundwater recharge. The City of Zephyrhills wants to test the effectiveness of the Ferrate Treatment Process in reducing PFOA and PFAS in wastewater discharges to and from the WWTF; consequently, removing these CECs and protecting groundwater resources.

PROJECT DESCRIPTION: The City of Zephyrhills will identify the presence of CECs in various wastewater streams (before entering WWTF, in between, and after treatment) and test the effectiveness of the Ferrate Treatment Process in removing the CECs from these process streams. The Grantee will conduct bench-scale treatability tests on wastewater samples collected from wastewater treatment process streams. The findings from these tests will enable the Grantee to build a mobile modular ferrate treatment system that will be used to test the process streams at the City of Zephyrhills' WWTF. Influent and effluent samples will be collected and tested so that the data can show pre- and post- treatment concentrations and treatment efficiencies for the tested process streams. The desired end state for this project is the City of Zephyrhills, its residents, and the environment will experience a reduction or elimination of CECs in wastewater discharges.

TASKS and DELIVERABLES:

Task #1: Quality Assurance Project Plan (QAPP)

Task Description: The Grantee will submit and receive approval on a Quality Assurance Project Plan (QAPP) prior to the commencement of any monitoring and sampling associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled.

Deliverable 1a: Draft QAPP

The Draft QAPP will be submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

- a. An initial planning review technical audit as specified in Section 5.b.i. of Exhibit D shall be completed by the Grantee. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 5.b.iii. of Exhibit D.
- b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 5.b. ii. Of Exhibit D. The Grantee shall submit a report of each annual planning review audit with a statement of usability (Section 5.b.iii), within one month of the review.
- c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 6 of Exhibit D to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
 - (i) The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - (ii) Within 45 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.
 - (iii) If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.
 - (iv) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Performance Standard: The Department's Grant Manager will review the Draft QAPP for compliance with this Agreement and the quality assurance requirements to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 1b: Final QAPP

The Final Department-approved QAPP will be submitted electronically in PDF format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: WWTF Sampling and Bench-testing

Task Description: The Grantee will conduct bench-scale testing of selected WWTF process streams to establish ferrate chemical dosage and solids handling requirements for the pilot-scale treatment system demonstration. One influent and one effluent sampling event that tests for identical CEC parameters will be completed concurrently for each of the four WWTF process streams for a total of 8 CEC samples, plus a single equipment blank. “Influent” process stream samples will include 1- raw wastewater collected at the Headworks, 2- Waste Activated Sludge (WAS) collected from the WAS station, 3- filtered effluent collected before the Chlorine Contact Chamber, and 4- reclaimed water collected by the Reclaimed water (RCW) Effluent Pumps. Complementary “effluent” samples, following bench-scale Ferrate treatment, will be collected and tested for the same CECs. In addition to CEC testing, selected parameters including but not limited to temperature, pH, Dissolved Oxygen, Chemical Oxygen Demand, and nutrients (Nitrogen and Phosphorus) will be tested from the same samples. The Grantee will complete sampling for bench-testing during two consecutive months. Coordinating sample collection will be efficient and provide additional water quality data for consideration.

Deliverable 2: The Grantee will submit:

- 1) Copy of written approval to sample at the WWTF,
- 2) Results from bench testing and the dosage for the chemical treatment as well as solid handling requirements,
- 3) Summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must have field and weather data if applicable) to the Department’s Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department’s Grant Manager.

Performance Standard: The Department’s Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request no more frequently than monthly for cost reimbursement and written Department approval of all associated task deliverables.

Task #3: Permitting, Planning and Design of Treatment System

Task Description: The Grantee will submit a Basis of Design Technical Memorandum (BODTM). The BODTM will use the Task 2 bench-testing influent and effluent water quality results and associated chemical dosing data to design the mobile modular Ferrate treatment system. The BODTM will include equipment selection, sizing, and layout. In addition to the treatment system, the BODTM will present pilot test locations, and the facilities needed to conduct the pilot tests in those locations. The Grantee will obtain required local, municipal, state, and federal permits as necessary.

Planning will involve coordination with WWTF staff for pilot test locations. The mobile modular Ferrate treatment system will then be designed to meet the treatment objectives and physical conditions required

to access the electric power on the WWTF site and continuous influent flow from the four process streams proposed for evaluation.

Deliverable 3a: Permitting

The Grantee will submit a list of all required permits identifying permit numbers, issue dates, and issuing authorities to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard:

The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Deliverable 3b: Planning and Design

The Grantee will submit an electronic copy of the final design, including professional certification(s) as applicable as well as BODTM.

Performance Standard:

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task #4: Mobilization, Site Preparation and System Set-up

Task Description: The Grantee will install and set up the Ferrate System at two (2) WWTF pilot testing sites (to be identified upon completion of Task 2). Work will include site preparation, equipment mobilization, on-site staging, and startup and shakedown of the demonstration equipment.

Deliverable 4: The Grantee will submit the following to the Department's Grant Manager:

- 1) Provide a map of pilot testing sites as identified in Task 3.
- 2) Date-stamped color photographs prior to, during, and immediately following completion of this task,
- 3) Signed acceptance of the completed work by the Grantee,

Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that they meet the specifications in the Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #5: Operations and Monitoring

Task Description: The Grantee will complete the monitoring of influent and effluent samples from the mobile modular Ferrate treatment system at those two (2) locations where bench-testing indicated optimal performance. The Grantee will test the Ferrate treatment system for two weeks at each of the two (2) selected locations. The Grantee will conduct a total of eight (8) sampling events including influent and effluents samples during each of the two (2) pilot tests for a total of 16 samples tested during the pilot test plus eight (8) equipment blanks. Monitoring will be conducted in accordance with the Department-approved QAPP for this project.

Deliverable 5: The Grantee will submit a summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #6: Decommissioning and Site Restoration

Task Description: The Grantee will start the decommissioning and site restoration activities once the monitoring phase has been completed. The Ferrate system will be deconstructed and transported off-site in accordance with the final design(s) and required permits. A Site Close-out Inspection will be conducted with staff from the City of Zephyrhills to confirm that all equipment has been removed from the site and the site conditions have been returned, as closely as practical, to pre-work conditions.

Deliverable 6: Decommissioning and site restoration deconstruction completed to date as described in this task, as evidenced by:

- 1) Signed acceptance of the completed decommissioning work by the Grantee,
- 2) Contractor's Application and Certification for Payment, and
- 3) Date-stamped color photographs of before, during, and after site restoration.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan, this task description, and that work is being performed in

accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #7: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- A 1-2 page executive summary which will include a brief introduction, the purpose of the study, the Grantee's findings, recommendations, the limitations of the Grantee's report, any implementation guidelines or procedures, and a conclusion.
- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s], etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology.

The Grantee has the option to provide the Department with a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report. Please note that travel expenses for the in-person presentation are not reimbursable or allowable. The presentation will be no more than 60 minutes and will have sufficient time for questions and answers.

Deliverable 7a: Draft Final Report

The Grantee will submit an electronic copy of the draft Final Report in Word format to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 7b: Final Report

The Grantee will submit an electronic copy of the Final Report in PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the submitted Final Report to verify Department comments and changes have been incorporated and meet the terms of this Agreement and Task description.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Deliverable 7c: Final Report Presentation

The Grantee will submit an electronic copy of the Final Report Presentation no later than five (5) business days prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation.

Performance Standard: Upon completion of the presentation of the Final Report and written approval by the Department's Grant Manager of the Final Report Presentation, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Execution	6 Months After Execution	
1a	Draft QAPP			2 Months Before The Task End Date
1b	Final QAPP			A Month Before The Task End Date
2	WWTF Sampling and Bench-testing	04/15/25	08/15/25	<i>Monthly</i>
3	Permitting, Planning and Design	Upon Execution	09/15/25	
3a	Permitting			01/01/25
3b	Planning and Design			09/15/25
4	Mobilization, Site Preparation and System Set-up	02/15/26	03/15/26	
5	Operations and Monitoring	03/15/26	08/01/26	<i>Monthly</i>
6	Decommissioning and Site Restoration	09/01/26	09/15/26	
7	Final Report	07/01/26	02/01/27	
7a	Draft Final Report			10/01/26
7b	Final Report			12/01/26
7c	Final Report Presentation			01/31/27

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PROJECT BUDGET DETAIL & SUMMARY BY TASK: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Task No.	Budget Category	Budget Amount (Not to Exceed)
1-7	Contractual Services	\$240,000.00

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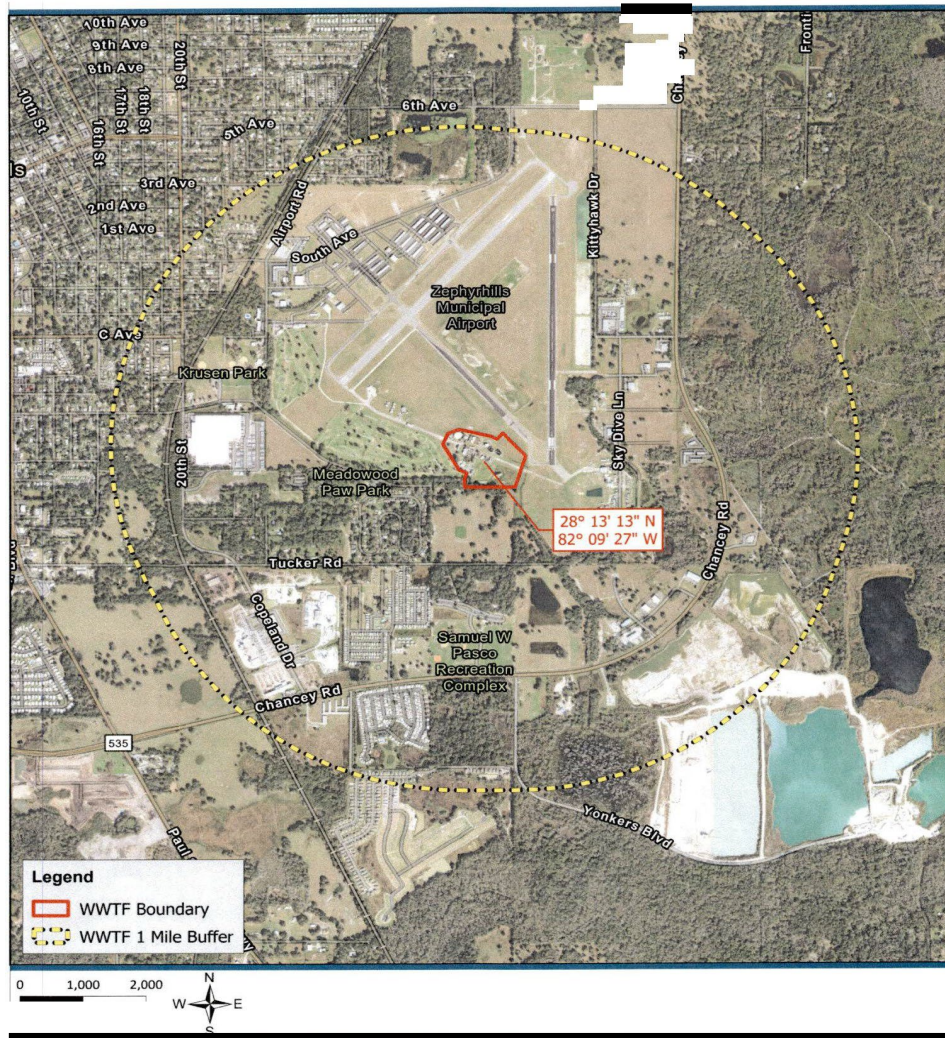


Figure 1. City of Zephyrhills WWTF Location.



Figure 2. City of Zephyrhills WWTreatment Plant Treatment Process Description.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
INW03	Florida Department of Environmental Protection	2023-2024	37.103	Innovative Technologies	\$240,000	140895
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$240,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE HARMFUL ALGAL BLOOM (HAB) INNOVATIVE TECHNOLOGY GRANT PROGRAM**

ATTACHMENT 6

1. Definitions: None.
2. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any Agreement activity that may fall under the applicable federal, state or local laws.
3. The Grantee acknowledges that any purchases made by the Grantee before the Standard Grant Agreement was signed by all parties are not guaranteed cost reimbursement by the Department.
4. The Grantee acknowledges that the Department will not reimburse expenses associated with the obtainment of patents, the publishing of research or scientific papers, the preparation of posters or other media, and/or the presentation of the research at professional or scientific forums.
5. The Grantee will administer a Microsoft PowerPoint presentation of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and implications upon the conclusion of their research if requested by the Department. This presentation may be presented virtually, or in-person based on the Grantee's preference; however, travel costs for in-person presentations are not reimbursable and will be at the Grantee's expense. If presented in-person, the presentation will be given at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Avenue, Tallahassee, FL. Another location may be selected if agreed to by the Department. Prior to the presentation, the Grantee will provide read-ahead copies of the slides no later than five business days before the presentation. The presentation will be of sufficient duration to adequately present the elements described above and will typically last about 50 minutes with at least 10 additional minutes allocated for questions and answers. The Department must provide the Grantee at least a 30-day notice of their interest in receiving the presentation with the presentation administered as part of Task 6. The reimbursement for expenses incurred in the preparation and delivery of this presentation will be included within the Task #6: Final Report invoices.
6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.
7. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of those responsibilities to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without their inclusion and participation in said communications.
8. The Grantee acknowledges that the Department requires samples collected during research must be processed in National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories and has factored the expenses associated with the utilization of such a laboratory within their Budget-Cost Analysis Form and Grant Work Plan.

Attachment 6, DEP Agreement#: INW03

1 of 2

9. The Grantee acknowledges that the Department's contractual boilerplate language for grant work plans, quality assurance project plans (QAPP), deliverable templates and other contractual documentation is not subject to applicant-initiated changes or modifications.
10. After entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP compliant with the Department's template for those grants involving the collection and analyses of samples. The Grantee will have up to three opportunities to submit a QAPP acceptable to the Department and must conform to this plan for the duration of the agreement.
11. The Grantee acknowledges that the grant will be for cost reimbursement; advance payment is not authorized.
12. Equipment, software and software license purchases necessary for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis (rental and lease of equipment is acceptable).
13. The Grantee acknowledges that the final report will be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 Federal Law requirements to make the information in the report accessible to people with disabilities and permit posting of this report on the Department's website.
14. The Grantee acknowledges that the formulas and format contained within the Department's Budget Cost Analysis form is not subject to applicant-initiated changes or modifications without obtaining written approval from the Department.
15. The Grantee acknowledges that the maximum indirect rate applied to the grant cannot exceed 15% of the total funding request.
16. The Grantee acknowledges that the Fringe benefits expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be lumped within the Salary/Hourly expenses.
17. The Grantee acknowledges that Fringe benefits may not be included in the calculation for indirect costs. Salary and all other approved allowable categories as shown in the Budget Cost Analysis may be included in the calculation.
18. The Grantee acknowledges that any Salary expenditure will be calculated as hourly rates and will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	INW03		
Grantee Name:	City of Zephyrhills		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:	INW03: Pilot Testing of Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern Discharging To and From the City of Zephyrhills WWTF		
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INW03 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: INW03 Agreement Effective Dates: _____

Grantee: _____ City of Zephyrhills _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	N/A	N/A	\$N/A	\$N/A
Fringe Benefits	N/A	N/A	\$N/A	\$N/A
Indirect Cost	N/A	N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	N/A	\$N/A	\$N/A
Land Acquisition	\$ N/A	N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit D

Department of Environmental Protection Quality Assurance Requirements for Grants Standard Field & Lab Services

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

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- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
 - g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
 - h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.
3. **FIELD ACTIVITIES**
- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
 - b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

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- (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
- (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The “G” data qualifier code shall be reported with the sample result for any blank concentration exceeding the above “10%” criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name

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- ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

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- ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
 - (i) **Initial:** The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP

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SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

EXHIBIT I - FORCED LABOR ATTESTATION FORM

**State of Florida
Department of Environmental Protection
Forced Labor Attestation Form**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity.

I, City of Zephyrhills, hereby attest under penalty of perjury that does not engage in the use of coercion for labor or services as defined in the relevant section of the regulations.

This attestation is made in accordance with the requirements outlined in section 787.06, F.S., which mandates that upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide an affidavit signed by an officer or representative attesting to the absence of coercion for labor or services.

I affirm that the information provided in this affidavit is true and accurate to the best of my knowledge.

Printed Name: William C. Poe, Jr.

Title: City Manager, City of Zephyrhills

Signature:



Date: 01/28/2025

CONSENT ITEMS 1.5

Approval of CSX Supplemental Agreement to **41-21-39** Original Agreement CSX939003

Issue:

Approval of CSX Supplemental Agreement to Original Agreement CSX939003

Background:

In October of 2021, the City made an agreement with CSX to jack and bore a water and sewer line under the CSX railroad tracks on Chancey Rd. for the Gagne project. This supplement is necessary due to the relocation of the water/sewer lines approximately 30 feet.

Attachment(s):

1. CSX939003- Supplemental Agreement 9-25
2. CSX939003 Agreement-Complete

Fiscal Impact:

Although the agreement states there is a cost of \$9,200.00 to CSX, this amount will be covered by Lennar Homes. There is no financial impact to the City.

Staff Recommendation:

It is staff's recommendation to the City Council to approve this item as requested.

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and effective as of September 09, 2025 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF ZEPHYRHILLS, a corporation of the State of Florida, whose mailing address is 5335 8th Street, Zephyrhills, Florida 33542 hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated October 12, 2021, (the "Agreement"), Licensor provided the Licensee permission to construct and maintain one (1) twelve inch (12") diameter sub-grade pipeline crossing solely for the conveyance of potable water and one (1) six inch (6") diameter sub-grade pipeline crossing solely for the conveyance of raw treated sewage, hereinafter called "Encroachment,"; and

WHEREAS, Licensee desires to amend the Agreement to revise the location of the crossings; which will cause the location of the crossings to be located outside of the overlapping public road right of way;

WHEREAS, Licensor is agreeable to said amendment subject to the terms and conditions of the Agreement;

NOW THEREFORE, this Supplemental Agreement will serve to amend and list all current Encroachments under the Agreement between Licensor and Licensee, as follows:

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Zephyrhills, Pasco County, Florida, Jacksonville Division, Yeoman Subdivision, Milepost S-809.44, Latitude N28:12:31.644, Longitude W82:10:04.296;
2. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Zephyrhills, Pasco County, Florida, Jacksonville Division, Yeoman Subdivision, Milepost S-809.47, Latitude N28:12:30.276, Longitude W82:10:03.648;

hereinafter, collectively called "Encroachment" as shown on print(s) labeled Exhibit "A," dated June, 20, 2025 attached hereto and made a part hereof;

1. As consideration for the Encroachments, Licensee agrees to pay Licensor as follows:

- a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of NINE THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS (\$9,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

[Signatures immediately follow]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

CSX TRANSPORTATION, INC.

CITY OF ZEPHYRHILLS

By: _____

By: _____

Print/Type Name: _____

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

Print/Type Title: _____

Print/Type Name: _____

Print/Type Title: _____

Tax ID Number: _____

CSX Transportation (CSXT) General Notes (Bore and Jack):

Zephyrhills, Florida

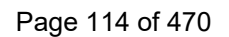
Engineering Region (Division): SOUTHEAST (SE) / Sub Division: YEOMAN (YE) / Nearest DOT: 643822M

Mile Post: S 809.4541 / Lat_Long: 28.20841,-82.16768

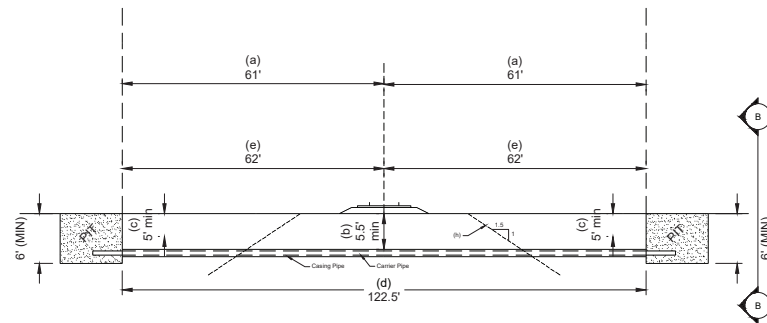
- 1) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- 2) Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- 3) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- 4) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 5) Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSXT under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 6) Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 7) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- 8) Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- 9) All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- 10) CSXT does not grant or convey an easement for this installation.
- 11) CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- 12) The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- 13) No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- 14) The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- 15) The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 16) The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- 17) Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- 18) If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- 19) Blasting is not permitted under, on, or adjacent to CSXT property.

Revised January 31, 2023

- 20) Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- 21) Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 22) Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- 23) For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- 24) Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
- 25) Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental pro
- 26) CSXT does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- 27) Upon completion of project construction, contractor must submit to CSXT the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.

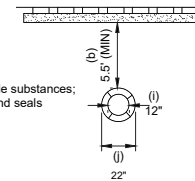


JACK AND BORE PROFILE VIEW ONLY



WATER MAIN
PIPELINE PROFILE VIEW
A-A
(NTS)

CROSS SECTION VIEW
B-B
(NTS)



NOTES:

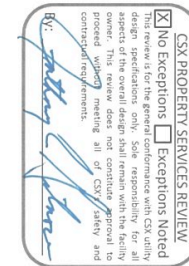
REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

FOR JACK AND BORE INSTALLATIONS THE FOLLOWING NOTE IS REQUIRED ON THE DRAWING: "THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."

LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.

CASING PIPE ENDS MUST BE SEALED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.



LEGEND		CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
Letter	Description			
(a)	Distance from centerline of track to CSX R/W		Commodity Description:	PROPOSED POTABLE WATER MAIN
(b)	Distance from base-of-rail to top-of-casing		Maximum Operating Pressure:	TBD
(c)	Distance from base-of-ditch to top-of-casing		Is Commodity Flammable:	☐ Yes ☒ No
CARRIER/CASING PIPE DETAILS				
(d)	Total length of pipe on CSX R/W		Carrier Pipe	Casing Pipe
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)		Pipe Material:	PVC STEEL
(f)	Distance from top-of-vent pipe to ground surface (4" minimum required)		Material Specifications & Grade:	ANSI/AWWA C900 ASTM A53 GRADE B
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)		Specified Minimum Yield Strength:	MINIMUM 7,000 PSI MINIMUM 35,000 PSI
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		Nominal Size Outside Diameter (Inches):	12" 22"
(i)	Carrier pipe diameter		Wall Thickness (Inches):	0.406 0.312
(j)	Casing pipe diameter		Type of Seam:	
(k)	Depth of Launching/Receiving Pit		Type of Joints:	
			Tunnel Liner Plates Required:	☐ Yes ☒ No
			Cathodic Protection:	☐ Yes ☒ No Type:
			Protective Coating:	☐ Yes ☒ No Type:
			Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No Must Describe & Show on Dwg.

Location: PASCO COUNTY

Latitude: N ~~28.21~~

Longitude: W ~~82.17~~

Drawing No.: 144-01-01 Sheet: 3 of 4

Drawing Date: 07 / 29 / 2021 Revised: / /

Drawing Scale: V NTS Inches = NTS Feet

Drawing Scale: H NTS Inches = NTS Feet

PREPARED FOR:
MERITAGE HOMES

PROJECT NAME:
GAGNE PARCEL

DRAWING TITLE:
WATER MAIN PROFILE VIEW

PROJECT No. 144-01-E01

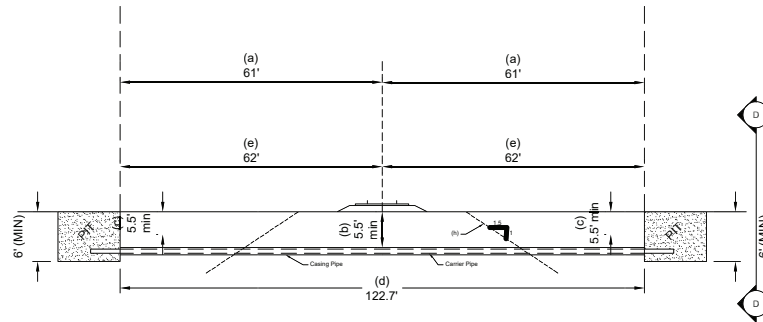
SHEET 3 of 4

LEVELUP
CONSULTING, LLC



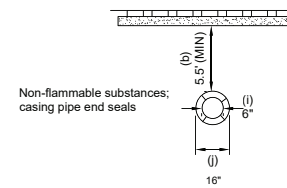
505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

JACK AND BORE PROFILE VIEW ONLY



FORCE MAIN
PIPELINE PROFILE VIEW
C-C
(NTS)

CROSS SECTION VIEW
D-D
(NTS)



NOTES:

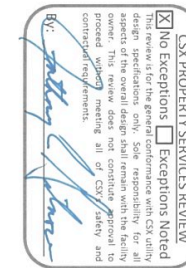
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CASING PIPE ENDS MUST BE SEALED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.



LEGEND		CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
Letter	Description		Commodity Description:	PROPOSED SANITARY FORCE MAIN
(a)	Distance from centerline of track to CSX R/W		Maximum Operating Pressure:	TBD
(b)	Distance from base-of-rail to top-of-casing		Is Commodity Flammable:	☐ Yes ☒ No
(c)	Distance from base-of-ditch to top-of-casing		CARRIER/CASING PIPE DETAILS	
(d)	Total length of pipe on CSX R/W		Pipe Material:	Carrier Pipe: PVC Casing Pipe: STEEL
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)		Material Specifications & Grade:	ANSI/AWWA C900 ASTM A53 GRADE B
(f)	Distance from top-of-vent pipe to ground surface (4" minimum required)		Specified Minimum Yield Strength:	MINIMUM 7,000 PSI MINIMUM 35,000 PSI
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)		Nominal Size Outside Diameter (Inches):	6" 16"
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		Wall Thickness (Inches):	0.280 0.250
(i)	Carrier pipe diameter		Type of Seam:	
(j)	Casing pipe diameter		Type of Joints:	
(k)	Depth of Launching/Receiving Pit		Tunnel Liner Plates Required:	☐ Yes ☒ No
			Cathodic Protection:	☐ Yes ☒ No Type:
			Protective Coating:	☐ Yes ☒ No Type:
			Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No Must Describe & Show on Dwg.

Location: PASCO COUNTY

Latitude: N ~~28.21~~

Longitude: W ~~82.17~~

Drawing No.: 144-01-01 Sheet: 4 of 4

Drawing Date: 07 / 29 / 2021 Revised: / /

Drawing Scale: V NTS Inches = NTS Feet

Drawing Scale: H NTS Inches = NTS Feet

PREPARED FOR:
MERITAGE HOMES

PROJECT NAME:
GAGNE PARCEL

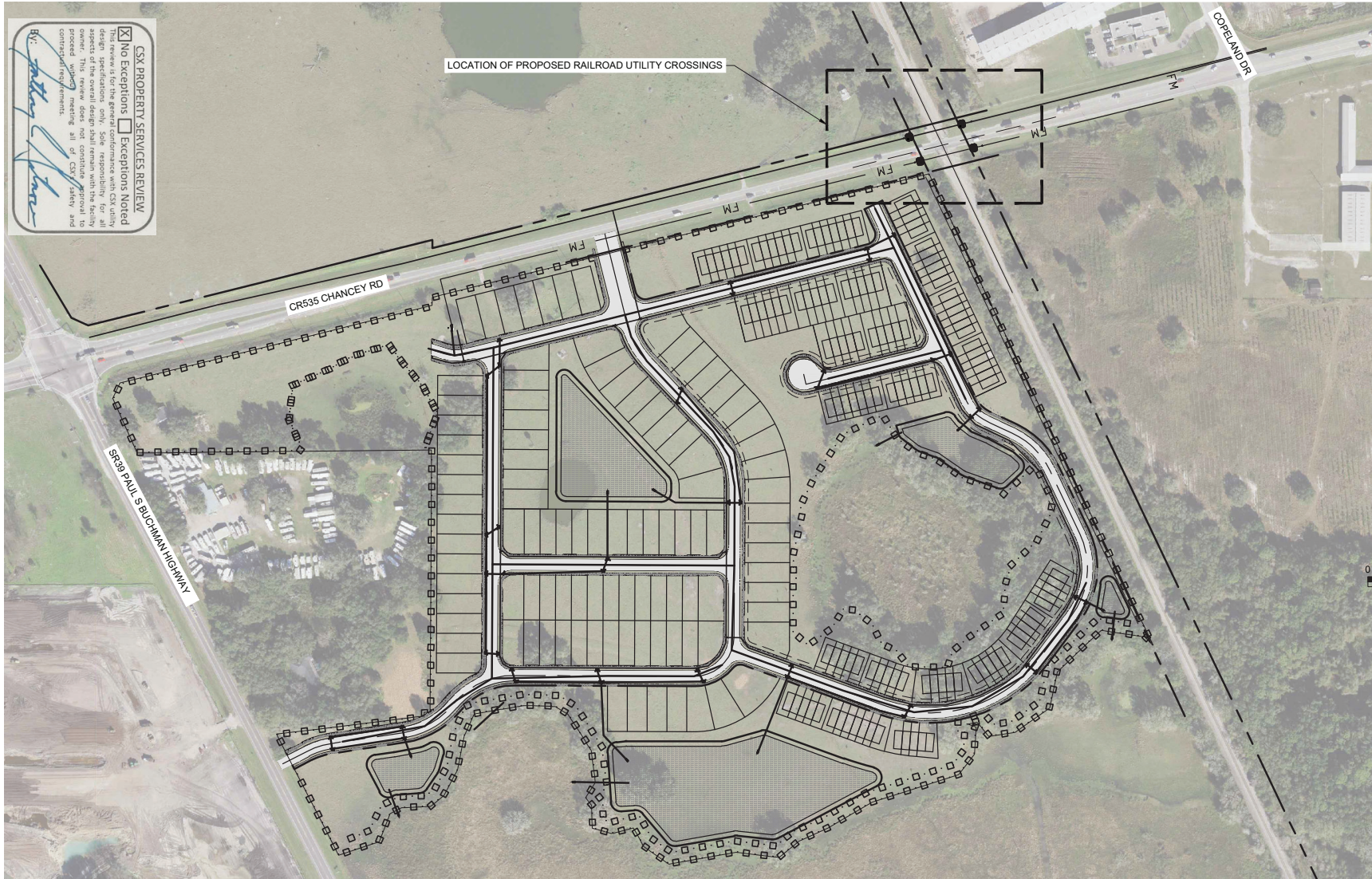
DRAWING TITLE:
FORCE MAIN PROFILE VIEW

PROJECT No. 144-01-E01

SHEET 4 of 4

LEVELUP
CONSULTING, LLC

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM



CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. All responsibility for all design and construction shall remain with the owner. This review does not constitute approval to proceed without meeting all of CSX safety and contractual requirements.
 BY: *[Signature]*



0 125 250 500
 SCALE IN FEET

LEVELUP
 CONSULTING, LLC



505 E. JACKSON STREET
 SUITE 200
 TAMPA, FLORIDA 33602
 OFFICE: 813-375-0616
 WWW.LEVELUPFLORIDA.COM

PREPARED FOR:
 MERITAGE HOMES

PROJECT NAME:
 GAGNE PARCEL

DRAWING TITLE:
 OVERALL AERIAL SITE PLAN

PROJECT No. 144-01-E01

SHEET 1 of 4

FACILITY ENCROACHMENT AGREEMENT

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

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

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

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

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

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

1. LICENSE:

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

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

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

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

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

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

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

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

2. ENCROACHMENT FEE; TERM:

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

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

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

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

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

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

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

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

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

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

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

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

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

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

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

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

4. PERMITS, LICENSES:

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

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

5. MARKING AND SUPPORT:

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

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

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

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

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

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

6. TRACK CHANGES:

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

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

7. FACILITY CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

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

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

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

9. RISK, LIABILITY, INDEMNITY:

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

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

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

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

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

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

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

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

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

10. INSURANCE:

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

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

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

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

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

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

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

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

OR

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

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

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

11. GRADE CROSSINGS; PROTECTION SERVICES:

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

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

12. LICENSOR'S COSTS:

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

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

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

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

13. DEFAULT, BREACH, WAIVER:

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

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

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

14. TERMINATION, REMOVAL:

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

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

15. NOTICE:

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

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

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

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

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

16. ASSIGNMENT:

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

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

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

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

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

17. TITLE:

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

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

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

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

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

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

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

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

18. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT NO. CSX939003 ø
Section 9.2

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

Witness for Licensor:

DocuSigned by:



119DE0C9ADEE4DA...

CSX TRANSPORTATION, INC.

DocuSigned by:



F5566F734EB54B7...

By: _____

Print/Type Name: Catherine AdkinsPrint/Type Title: Director Real Estate - Corridor Services**Witness for Licensee:**

Lori L. Hillman

CITY OF ZEPHYRHILLS

By: _____


W. Alan Knight

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

Print/Type Name: W. Alan KnightPrint/Type Title: Council PresidentTax ID No.: 59-6000455

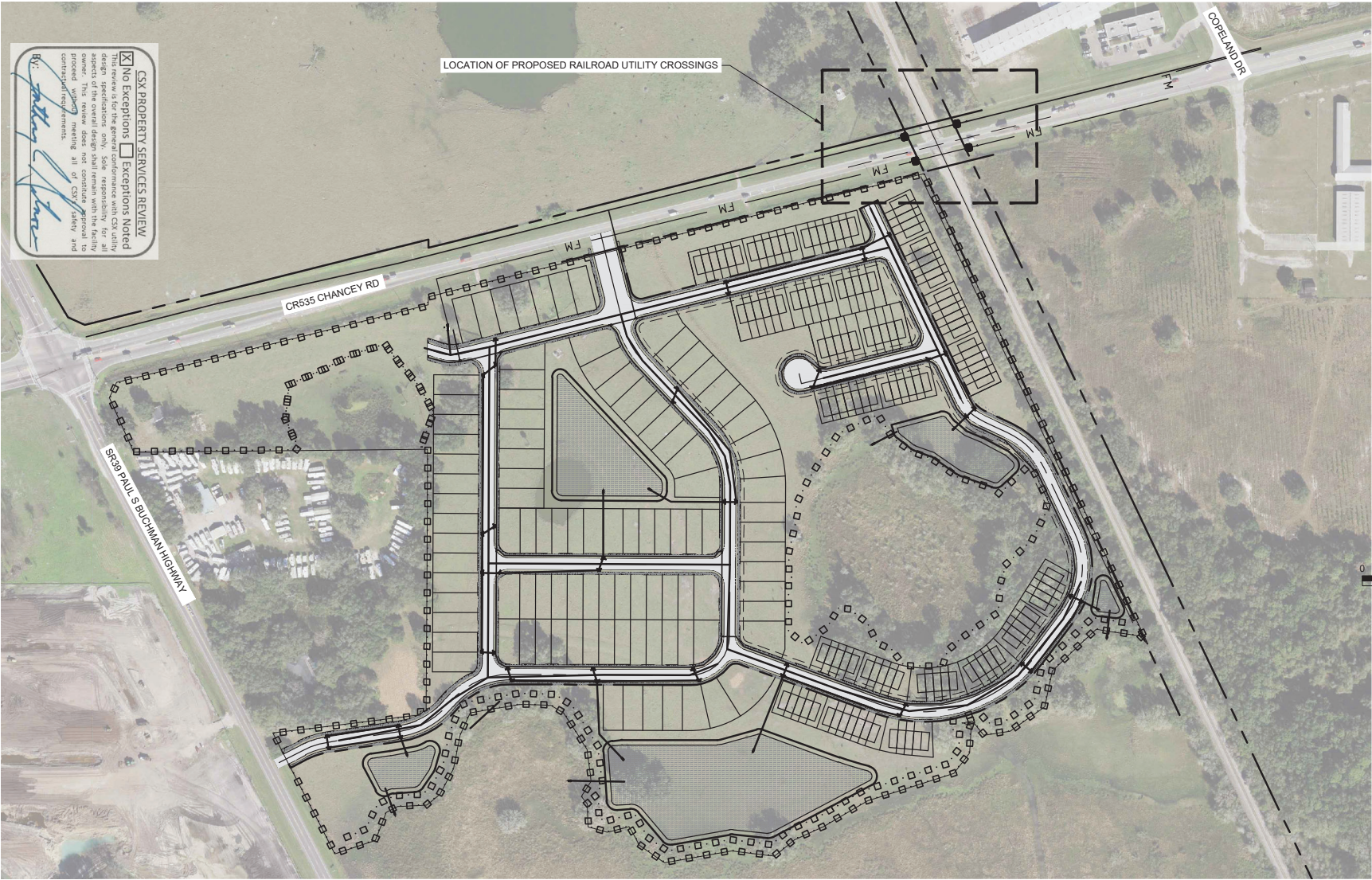
Authority under Ordinance or

Resolution No. 184,Dated February 23, 1987.

CSXT Transportation (CSXT) General Notes (Bore and Jack):

- 1) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 2) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensor within a time frame mutually agreed.
- 3) CSXT's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSXT and assures that CSXT and AREMA Standard Specifications are met for tracks owned by others over which CSXT operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSXT to access and construct on their property.
- 4) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2 Bore and Jack (Steel Pipe) and "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016.
- 5) CSXT's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 6) No entry or construction on CSXT's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 7) Front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.
- 8) Operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 9) In the event an obstruction is encountered, auger and cutting head arrangement shall be removable from within the pipe.

- 10) If bottom of the pit excavation(s) intersect the TREL, interlocking steel sheet piling, driven prior to excavation, must be used. Design plans and computations, sealed by a Licensed Professional Engineer, for steel sheet piles must be provided prior to construction for review and approval.
- 11) At locations where open cut is permitted on CSXT's right-of-way and/or railroad corridor, contractor must comply with CSXT's D&C Standard Specifications section 4.1.7 Open Cut. Please reference this guidance for instructions on restoring site.
- 12) Environmental protection plan for preventing/controlling pollution and habitat disruption that may occur to the environment during construction; together with an erosion and sediment control plan are to be submitted for approval.
- 13) Soil that cannot be used or disposed on CSXT's right-of-way must be properly disposed at a CSXT approved disposal facility.
- 14) Manholes shall not be located on CSXT's property where possible. At locations where this is not practical, including longitudinal occupancies, manholes shall be precast concrete sections conforming to ASTM Designation C 478, "Specification for Precast Concrete."
- 15) Pipeline encroachment shall be prominently marked at both sides of the CSXT's property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT's D&C Standard Specifications.
- 16) If required, a dewatering plan in accordance with CSXT's D&C Standard Specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations.
- 17) Blasting is not permitted on CSXT's property.
- 18) Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand, or other methods, as approved by CSXT. Abandoned manholes and other structures shall be removed to a minimum depth of 2 feet below finished grade and completely filled with cement grout, compacted sand, or other methods as approved by CSXT.
- 19) CSXT does not grant or convey an easement for this installation.
- 20) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Roadmaster and shall be removed upon completion of the project.
- 21) After installation has been completed site and track(s) are required to be restored to a safe condition, with particular attention given to continuity of track(s) and surrounding surface(s) adjacent to track(s) and any other areas CSXT employees may be exposed to during the performance of their duties.



CSX PROPERTY SERVICES REVIEW

☒ No Exceptions

☐ Exceptions Noted

By: *[Signature]*

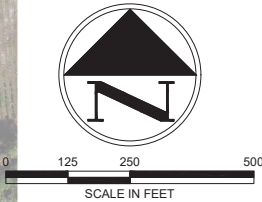
8/6/2021 2:00:39 PM PLOTTED BY: Kyle Glorioso

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions

☐ Exceptions Noted

design specifications only. Sole responsibility for all aspects of this overall design shall remain with the facility owner. This review does not constitute approval to construct. All construction shall be in accordance with the approved design and meet all of CSX safety and security requirements.



LEVELUP
CONSULTING, LLC



LVJUP

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

PREPARED FOR:
MERITAGE HOMES

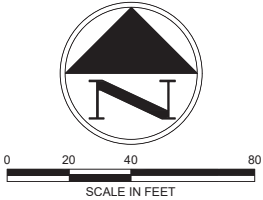
PROJECT NAME:
GAGNE PARCEL

DRAWING TITLE:
OVERALL AERIAL SITE PLAN

PROJECT No. 144-01-E01
SHEET 1 of 4



LEGEND	
Letter	Description
(a)	Distance from crossing to nearest actual milepost (____ feet from MP ____). OR: Distance from crossing to centerline of nearest public road intersection (include DOT Crossing #)
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s)
(f)	Angle of crossing
(g)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track
(h)	Width of Launching/Receiving Pit
(i)	Length of Launching/Receiving Pit



Location: PASCO COUNTY

Latitude: N 28.21

Longitude: W -82.17

Drawing No.: 144-01-01 Sheet: 2 of 4

Drawing Date: 07/29/2021 Last Revised: ____/____/____

Drawing Scale: 1:40

LEVELUP CONSULTING, LLC

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

PREPARED FOR: MERITAGE HOMES	PROJECT NAME: GAGNE PARCEL	DRAWING TITLE: PLAN VIEW	PROJECT No. 144-01-E01
			SHEET 2 of 4

CSX PROPERTY SERVICES REVIEW

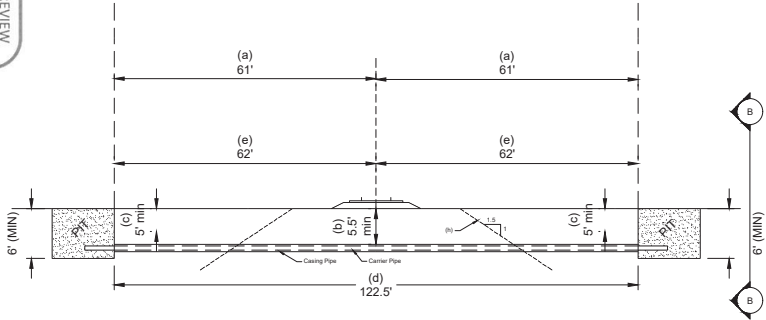
☒ No Exceptions

☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. The design engineer shall ensure that all proposed work meets all of CSX safety and contractual requirements.

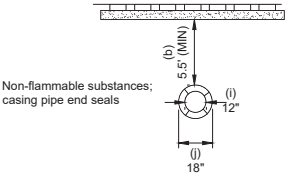
By: *Jeffrey H. Hane*

JACK AND BORE PROFILE VIEW ONLY



WATER MAIN
PIPELINE PROFILE VIEW
A-A
(NTS)

CROSS SECTION VIEW
B-B
(NTS)



NOTES:

REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

FOR JACK AND BORE INSTALLATIONS THE FOLLOWING NOTE IS REQUIRED ON THE DRAWING: "THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."

LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.

CASING PIPE ENDS MUST BE SEALED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.

LEGEND		CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
Letter	Description				
(a)	Distance from centerline of track to CSX R/W			Commodity Description:	PROPOSED POTABLE WATER MAIN
(b)	Distance from base-of-rail to top-of-casing			Maximum Operating Pressure:	TBD
(c)	Distance from base-of-ditch to top-of-casing		Is Commodity Flammable:	☐ Yes ☒ No	
CARRIER/CASING PIPE DETAILS					
(d)	Total length of pipe on CSX R/W		Carrier Pipe	Casing Pipe	
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)		Pipe Material:	PVC	STEEL
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required)		Material Specifications & Grade:	ANSI/AWWA C900	ASTM A53 GRADE B
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)		Specified Minimum Yield Strength:	MINIMUM 7,000 PSI	MINIMUM 35,000 PSI
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		Nominal Size Outside Diameter (Inches):	12"	18"
(i)	Carrier pipe diameter		Wall Thickness (Inches):	0.406	0.312
(j)	Casing pipe diameter		Type of Seam:		
(k)	Depth of Launching/Receiving Pit		Type of Joints:		
			Tunnel Liner Plates Required:	☐ Yes ☒ No	
			Cathodic Protection:	☐ Yes ☒ No	Type: _____
			Protective Coating:	☐ Yes ☒ No	Type: _____
			Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No	Must Describe & Show on Dwg.

Location: PASCO COUNTY

Latitude: N 28.21

Longitude: W -82.17

Drawing No.: 144-01-01 Sheet: 3 of 4

Drawing Date: 07 / 29 / 2021 Revised: / /

Drawing Scale: V NTS Inches = NTS Feet

Drawing Scale: H NTS Inches = NTS Feet

LEVELUP
CONSULTING, LLC



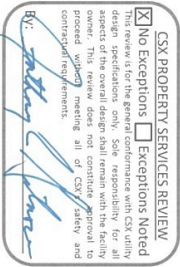
505 E. JACKSON STREET
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PREPARED FOR:
MERITAGE HOMES

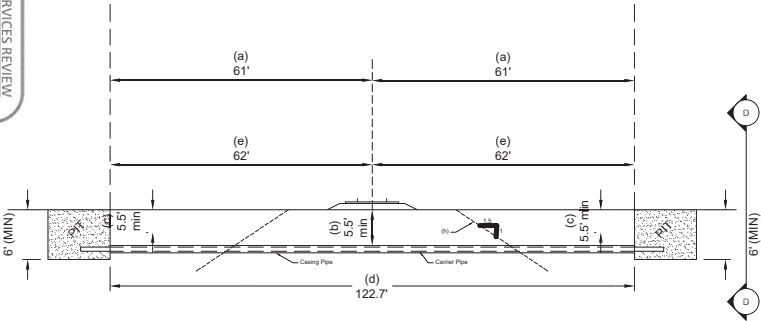
PROJECT NAME:
GAGNE PARCEL

DRAWING TITLE:
WATER MAIN PROFILE VIEW

PROJECT No. 144-01-E01
SHEET 3 of 4

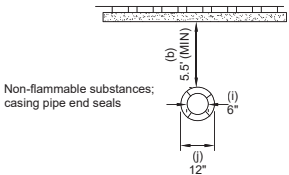


JACK AND BORE PROFILE VIEW ONLY



FORCE MAIN
PIPELINE PROFILE VIEW
C-C
(NTS)

CROSS SECTION VIEW
D-D
(NTS)



NOTES:

REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

FOR JACK AND BORE INSTALLATIONS THE FOLLOWING NOTE IS REQUIRED ON THE DRAWING: "THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."

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CASING PIPE ENDS MUST BE SEALED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.

LEGEND		CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
Letter	Description				
(a)	Distance from centerline of track to CSX R/W			Commodity Description:	PROPOSED SANITARY FORCE MAIN
(b)	Distance from base-of-rail to top-of-casing			Maximum Operating Pressure:	TBD
(c)	Distance from base-of-ditch to top-of-casing		Is Commodity Flammable:	☐ Yes ☒ No	
CARRIER/CASING PIPE DETAILS					
(d)	Total length of pipe on CSX R/W		Carrier Pipe	Casing Pipe	
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)		Pipe Material:	PVC	STEEL
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required)		Material Specifications & Grade:	ANSI/AWWA C900	ASTM A53 GRADE B
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)		Specified Minimum Yield Strength:	MINIMUM 7,000 PSI	MINIMUM 35,000 PSI
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		Nominal Size Outside Diameter (Inches):	6"	12"
(i)	Carrier pipe diameter		Wall Thickness (Inches):	0.280	0.250
(j)	Casing pipe diameter		Type of Seam:		
(k)	Depth of Launching/Receiving Pit		Type of Joints:		
			Tunnel Liner Plates Required:	☐ Yes ☒ No	
			Cathodic Protection:	☐ Yes ☒ No	Type: _____
			Protective Coating:	☐ Yes ☒ No	Type: _____
			Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No	Must Describe & Show on Dwg.

Location:	<u>PASCO COUNTY</u>		
Latitude:	N	<u>28.21</u>	
Longitude:	W	<u>-82.17</u>	
Drawing No.:	<u>144-01-01</u>	Sheet:	<u>4</u> of <u>4</u>
Drawing Date:	<u>07 / 29 / 2021</u>	Revised:	<u> </u> / <u> </u> / <u> </u>
Drawing Scale:	V	<u>NTS</u> Inches =	<u>NTS</u> Feet
Drawing Scale:	H	<u>NTS</u> Inches =	<u>NTS</u> Feet

LEVELUP CONSULTING, LLC

505 E. JACKSON STREET
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PREPARED FOR:
MERITAGE HOMES

PROJECT NAME:
GAGNE PARCEL

DRAWING TITLE:
FORCE MAIN PROFILE VIEW

PROJECT No. 144-01-E01
SHEET 4 of 4

CONSENT ITEMS 1.6

Approval of Wages and Article Review **41-24-25** for Officers (2025-2027) Amendment to Articles 23, 28, 29, and 31.

Issue:

Articles and wages review of the collective bargaining agreement for officers and detectives.

Background:

Pursuant to Article 33 of the Collective Bargaining Agreement (CBA) between the City of Zephyrhills and the Police Officers, Detectives, and School Resource Officers (SROs), the parties are afforded the opportunity each year of the Agreement to re-open negotiations on two (2) Articles and Wages. This provision ensures that both the City and the members of the Collective Bargaining Unit can address emerging priorities, operational needs, or other issues requiring adjustment while maintaining the stability of the overall Agreement.

The current CBA, ratified by the Collective Bargaining Unit on October 2, 2024, and by the City Council on October 14, 2024, remains in effect until its termination date of October 14, 2027. In accordance with the Agreement, any wage increases or negotiated provisions will not extend beyond the expiration date unless mutually agreed upon.

This annual review represents the formal opportunity for both parties to identify and discuss the specific Articles and wage considerations they wish to re-open for the upcoming year. The articles were ratified by FOP membership by closed ballot vote on September 19, 2025.

The following articles have been modified:

- Article 23: Annual Leave
- Article 28: Wages
- Article 29: Special Payments
- Article 31: Additional Benefits

Attachment(s):

1. FOP Officers Article Review_2025

2. Article 31 draft

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the amended articles.

ARTICLE 23: ANNUAL LEAVE

SECTION I

A. Each regular full-time employee will accrue annual leave with pay on the following basis:

1. **Less than five full years:** 7 hours per month
2. **Six through ten years:** 9 hours per month
3. **Eleven through fifteen years:** 11 hours per month
4. **Sixteen through twenty:** 13 hours per month
5. **Twenty-one through twenty-five:** 15 hours per month
6. **Twenty-six or more:** 17 hours per month

B. Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on active pay status.

SECTION II

- A. Annual leave, except FMLA leave (smallest increment possible), will be charged in increments of not less than one-quarter (1/4) hour.
- B. Holidays that occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave.
- C. Annual leave may be taken as it is earned monthly, except that probationary employees are not eligible to take annual leave until they are placed on regular employee status.

SECTION III

- A. Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties to cause minimum interference with the department's normal functions and operations.
- B. Annual leave may be used only as earned.
- C. The employee will make Annual leave requests on the appropriate form, submit them to the supervisor for approval, and then submit them to the Department Manager.
- D. Requests for annual leave of more than 120 consecutive hours will not typically be approved.
- E. Where two (2) or more employees request the same vacation period, the employee with the most Department seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

SECTION IV

- A. Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination.
- B. Employees may accumulate up to 320 hours of annual leave.
- C. Leave over the maximum will be converted to sick leave on September 30 each year.

D. Employees may request an annual cash-out payment of accumulated annual leave over the 320-hour maximum, up to 84 hours.

E. Employees must have at least 180 hours of sick leave to be eligible for a cash-out payment.

F. Employees must request the cash-out payment before September 30 of each year.

~~D.G.~~ Employees will be paid for unused annual leave upon termination of employment.

~~E.H.~~ Payment will be made at the employee's pay rate at the time of termination.

~~F.I.~~ Once an employee with 25 years or more of service elects to resign, retire, and/or enter the DROP Program and provides the City with a 12-month written notice, he or she may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). This shall be effective retroactively back to 07/01/01.

SECTION V

A. Use of Annual Leave

1. Vacation
2. Absences for transacting personal business, which cannot be conducted during off-duty hours.
3. Religious holidays other than those designated by the City as official holidays.
4. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
5. For uncovered portions of absences due to the death of a person other than a member of the employee's immediate family.
6. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
7. Any approved uncompensated leave of absence, including leaves under the FMLA.
8. For approved emergency leave beyond that paid under Section 18 of the City's Policy and Procedure Manual.
9. To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted, providing the total compensation received from all sources by the employee, including Workers' Compensation, shall be no more than forty (40) times the employee's straight-time hourly rate of pay.

ARTICLE 28: WAGES

SECTION I

Fiscal Year 2024/2025

- A. Starting October 13, 2024, the starting base salary for new officers shall be \$55,763.29.
- B. Each bargaining unit member shall receive a salary increase of 4.50% in the pay period beginning on October 13, 2024.
- C. On the member's anniversary date, their salary shall increase to the appropriate step, based on completed years of service, as indicated by the approved step plan.
- D. Officers will not be eligible for any wage increases, including but not limited to step increases, in this or any subsequent years unless the City Council first votes to specifically fund the wage and/or step increase for the fiscal year 2024/2025 or subsequent years.
- E. The maximum base salary for officers shall be \$83,375.63. Officers who reach the maximum salary will receive a bonus in lieu of any City Council-approved wage increase, with the bonus amount equal to the City Council-approved percentage for non-bargaining agreement employees.
- F. The step plan is as follows:

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Year 1 (24/25)	\$55,763.59	\$57,575.91	\$59,447.13	\$61,379.16	\$64,448.12	\$66,542.68	\$68,705.32	\$72,140.58	\$74,485.15	\$76,905.92	\$80,751.22	\$83,375.63

- G. Members will be eligible for a one-time payment in October of 2024 based on the following salary tiers:
 - a. Members who make between \$40,001 and \$60,000 will receive \$1,000.
 - b. Members who make between \$60,001 and \$80,000 will receive \$500.
 - c. Members who make \$80,001 or more will receive \$250.

SECTION II

Fiscal Year 2025/2026

- A. The starting base salary for new officers will be \$57,018.27 starting the first full pay period in October 2025.
- B. Each bargaining unit member shall receive an ~~an~~ ~~salary~~ increase of 2.25% to their step in the first full pay period of October 2025.
- C. On the member's anniversary date, their salary shall increase to the appropriate step, based on completed years of service, as indicated by the approved step plan.
- D. Officers will not be eligible for any wage increases, including but not limited to step increases and longevity bonuses, in this or any subsequent years unless the City Council first votes to specifically fund the wage and/or step increase for the fiscal year 2025/2026 or subsequent years.
- E. The maximum base salary for officers shall be \$86,956.61.
~~Officers who reach the~~ are placed in or have already reached the maximum ~~salary~~ step during the first pay period in October, 2025, will receive a longevity bonus ~~in lieu of any City-~~

~~Council-approved wage increase, with the bonus amount equal to the City Council-approved percentage for non-bargaining agreement employees, of \$2500.00 on their anniversary.~~

~~E.F.~~

~~F.G.~~ The step plan is as follows:

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Year 2 (25/26)	\$57,018.27	\$58,871.37	\$60,784.69	\$62,760.19	\$65,898.20	\$68,039.89	\$70,251.19	\$73,763.75	\$76,161.07	\$78,636.30	\$82,568.12	\$85,251.58	\$86,956.61

SECTION III

Fiscal Year 2026/2027

- A. The starting base salary for new officers will be \$58,301.19 starting the first full pay period in October 2026.
- B. Each bargaining unit member shall receive an ~~salary~~ increase of 2.25% to their step in the first full pay period of October 2026.
- C. On the member's anniversary date, their salary shall increase to the appropriate step, ~~based on completed years of service~~, as indicated by the approved step plan.
- D. Officers will not be eligible for any wage increases, including but not limited to step increases and longevity bonuses, in this or any subsequent years unless the City Council first votes to specifically fund the wage and/or step increase for the fiscal year 2026/2027 or subsequent years.
- E. The maximum base salary for officers shall be \$88,913.14. Officers who ~~reach the~~ are placed in or have already reached the maximum salary step during the first pay period in October, 2026, will receive a longevity bonus ~~in lieu of any City Council-approved wage increase, with the bonus amount equal to the City Council-approved percentage for non-bargaining agreement employees, of \$2500.00 on their anniversary.~~
- F. The step plan is as follows:

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Year 3 (26/27)	\$58,301.19	\$60,195.97	\$62,152.34	\$64,172.29	\$67,380.91	\$69,570.79	\$71,831.84	\$75,423.43	\$77,874.69	\$80,405.62	\$84,425.90	\$87,169.74	\$88,913.14

SECTION IV

Wage Increases

- A. The parties agree that no wage increases, including but not limited to step increases, shall be given to any bargaining unit employees after the expiration of this or any future collective bargaining agreement unless and until the parties ratify a successor collective bargaining agreement. Wage increases, if any, following the expiration of the collective bargaining agreement shall be subject to negotiations between the parties.
- B. Both parties may re-open wages for each year of this Agreement as outlined in Article 33.

SECTION V

Experience Pay

- A. Law enforcement officers with three (3) or more years of service with another agency shall start at step two (2) of the compensation plan.

ARTICLE 29: SPECIAL PAYMENTS**SECTION I**

- A. Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position. All incentive pay shall be paid in a fixed, regular sum (stipend) in excess of their regular hours worked.
- B. Incentive Pay:
1. Officers who show proficiency in speaking a foreign language to a degree beneficial to the commission of their duties shall receive an additional seventy-five dollars (\$75) per month.
 2. Officers who hold the position of Patrol Corporal shall receive an additional three hundred ~~and twenty-five~~fifty-eight dollars ~~and 33 cents~~ (~~\$358.33~~325) per month or one hundred ~~fifty-sixty-one~~five dollars ~~and 38 cents~~ (~~\$165.38~~450) per pay period.
 - a. Corporals are appointed by the Chief of Police.
 - b. Corporals must meet the same eligibility criteria as those needed to take the examination for promotion to sergeant.
 - c. Corporals shall be certified Field Training Officers.
 3. Officers assigned to a specialty position shall receive an additional three hundred ~~and twenty-five~~fifty-eight dollars ~~and 33 cents~~ (~~\$358.33~~325) per month or one hundred ~~fifty-sixty-one~~five dollars ~~and 38 cents~~ (~~\$165.38~~450) per pay period.
 4. Specialty positions are defined as follows:
 - a. Detective (including Special Response Team)
 - b. School Resource Officer
 - c. Canine Officer
 5. Field Training Officers who are not corporals will receive an additional five percent (5%) assignment pay to their base pay rate only while training a new officer.
 6. Except for speaking a foreign language, bargaining unit members with more than one position entitled to incentive pay will only receive compensation for one.

ARTICLE 31: ADDITIONAL BENEFITS

SECTION I

- A. If funding is available, the City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books, and/or tuition fees of a maximum of \$3,500 per fiscal year per officer, provided the curricula degree is job-related.
- B. The tuition aid may include online classes.
- C. Reimbursement for courses in which letter grades are issued will be 100% if successfully passing for letter grades of A or B.
- D. A grade of "C" will be reimbursed at the 50% rate.
- E. Reimbursement for courses in which letter grades are not issued will be in the following manner:
 - 1. Satisfactory (100%)
 - 2. Unsatisfactory (0%)
- F. Sworn officers who do not remain with the City for two (2) years after course completion shall reimburse the City on a pro-rated basis.

SECTION II

- A. The parties recognize that the availability of on-call personnel is essential to the proper performance of police work in specific assignments. Accordingly, the City shall have the right to establish on-call procedures for patrol officers if implemented.
- B. All officers required to participate in the on-call sign-up list shall receive two (2) hours each day they are assigned on-call.
- C. If called into work, the Officer shall be compensated at the overtime rate for all hours worked.
- D. Detectives subject to being on-call will receive fifteen dollars (\$15) per day for any day other than holidays.
- E. Holidays will be compensated at twenty dollars (\$20) per holiday.
- F. Should a detective be called in for duty outside of his or her scheduled shift, they shall be compensated at the overtime rate for all hours worked.

SECTION III

- A. Any officer who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his or her regularly scheduled tour of duty shall be guaranteed a minimum of four (4) hours of pay.

SECTION IV

- A. The City shall provide all the officers with a current threat-level bulletproof vest that meets or exceeds the threat level of the department-issued weapon that they carry on duty.

SECTION V

- A. Employees will be entitled to the issuance of boots as needed but not to exceed one (1) pair per fiscal year.
- B. Employees assigned to the K-9 unit will be entitled to the issuance of boots as needed but not to exceed two (2) pairs per fiscal year.
- C. The purchase of the boots shall not exceed \$100 in price.
- D. The employee shall be responsible for any cost over the \$100 purchase price.
- E. Boots shall be purchased from a vendor approved by the City.

SECTION VI

- A. The Zephyrhills Police Department will initiate and continue a take-home vehicle policy for all sworn personnel. Take-home vehicles will be assigned to officers who have completed the Field Training program. The distance will be measured from the end of their home driveway to the Zephyrhills Police Department facility.
- B. The authorized driving distance from the police department shall be the following:
 - 1. Twenty (20.00) road miles or less. No officer contribution is required.
 - 2. For distances over twenty (20.00) road miles but less than thirty-two (32.00) road miles, the assigned officer agrees to compensate the City at a rate of twenty (\$20.00) dollars bi-weekly or forty (\$40) dollars a month.
 - 3. For distances over thirty-two (32.00) road miles but less than forty-five (45.00) road miles, the assigned officer agrees to compensate the City at a rate of forty (\$40.00) dollars bi-weekly or eighty (\$80.00) dollars a month.
 - 4. Officers who live more than forty-five (45.00) road miles from ZPD Headquarters who meet the other criteria listed above may, with prior approval of the Chief of Police or their designee, park their assigned vehicle at an approved location within forty-five (45.00) road miles from ZPD Headquarters and travel the remaining distance to their home by other means. The officer will compensate the city as outlined in subsection “3” above.
 - 5. An “approved location” is defined as a public safety or emergency services facility operated by a Government (Fire station, Sheriff or Police station, or EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. An agreement signed by the Chief of Police or designee and an authorized signer from the approved facility must be received before parking the vehicle at the “approved facility.”
- C. The mileage contribution by the assigned officer will be deducted by payroll when a vehicle is used. If the use of a vehicle is terminated or suspended for two pay periods, the contribution will cease.
- D. The Chief or his/her designee will determine the assignment of the department vehicle at a time deemed applicable upon employment.
- E. The denial of a take-home car for disciplinary reasons shall be eligible for grievance as any other type of discipline.

CONSENT ITEMS 1.7

Approval of Task Order No. 6 Jacobs Construction Services DBE [37-23-03]

Issue:

Background:

This is a requirement when receiving Federal Grants. This fee is covered through the grant acquired for the Airfield pavement rehabilitation grant. Please see attached for full details.

Attachment(s):

1. JE25-06

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff recommends City Council's consideration for approval of work assignment No. 6 with Jacobs Engineering Group, Inc.

CONSULTANT WORK ASSIGNMENT

January 30, 2025

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

Subject: **CONSULTANT WORK ASSIGNMENT No. 6**
City Project: JE25-06
Disadvantaged Business Enterprise (DBE) Program Update and Uniform Reporting
Zephyrhills Municipal Airport

Dear Mr. Coleman:

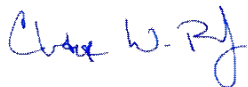
This letter serves as a CONSULTANT WORK ASSIGNMENT (CWA) between JACOBS and CITY OF ZEPHYRHILLS (CITY) for the Disadvantaged Business Enterprise (DBE) Program Update and Uniform Reporting services. The scope of work is described in Exhibit A attached. The proposed fees associated with this work are included in Exhibit B attached. We will consider this CWA as our Notice-to-Proceed once fully executed and returned to us. All Terms and Conditions of the CONSULTANT AGREEMENT between the CITY and JACOBS, dated May 8, 2023, apply to this CWA.

Payment: The Consultant shall be paid for this service a lump sum amount of \$14,167.28, as described in Exhibit B, Fee Summary.

Schedule: The schedule is included in Exhibit A.

Sincerely,

JACOBS ENGINEERING GROUP INC.



Christopher Bowker, PE
Manager of Projects

APPROVED BY CITY OF ZEPHYRHILLS

Printed Name

Exhibits:

- A. Scope of Work
- B. Fee Proposal
- C. Subconsultant (MDG) Proposal

Signature

Cc: Lucy Huber (City of Zephyrhills)

Disadvantaged Business Enterprise (DBE) Program Update and Uniform Reporting ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH) Exhibit A - Scope of Work

Airports that anticipate federal funding must submit an updated Disadvantaged Business Enterprise (DBE) Program to include the revised project, contract, and overall three (3) year goal calculations, in addition to a Small Business Enterprise (SBE) Program, to their respective Federal Aviation Administration (FAA) Civil Rights Office for review and approval. Therefore, the tasks and elements included herein are to provide compliance with regulations and assurances outlined in 49 CFR Part 26.

The objective of this project is to update the existing DBE Program for the Zephyrhills Municipal Airport to remain in full compliance with rules and regulations regarding the DBE program outlined in 49 CFR Part 26 to remain eligible for FAA Airport Improvement Program (AIP) grant funding for airport related projects. The purpose of the DBE Program is to ensure that DBEs and Small Business Enterprises (SBEs), as defined in both 49 CFR Part 26 and Small Business Administration's (SBA) Business Development Program (8(a)), have an equal opportunity to receive and participate in federally assisted contracts.

As such, JACOBS will develop a DBE Program for the Airport, which will accomplish the following:

- Ensure nondiscrimination in the award and administration of DOT assisted contracts.
- Create opportunities in which DBEs and SBEs can compete fairly for DOT assisted contracts.
- Ensure the DBE program is narrowly tailored in accordance with applicable law.
- Ensure that only firms that fully meet 49 CFR Part 26 and SBA eligibility standards are permitted to participate as DBEs and SBEs.
- Help remove barriers to the participation of DBEs and SBEs in DOT assisted contracts.
- Provide post award oversight and increased recipient accountability regarding DBE and SBE participation.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

1: DBE PLAN UPDATE 2024 – 2026

1.1 Coordination and Data Collection

Data collection will include historical DBE and non-DBE participation at the Airport, local and regional disparity study data, as well as local and regional small business enterprise information. JACOBS will work with Airport staff to identify and prioritize planned development and

anticipated funding at the Airport.

To establish the three (3) year DBE project goals and small business set-aside program, JACOBS will need to collect information related to planned development, which is likely to occur at the airport during fiscal years (FYs) 2024 through 2026, wherein Federal and State funding is anticipated. This may require discussions with Airport staff, the FAA Airport District Office (ADO), and the FDOT staff, as well as current consultants/contractors to determine project priorities and likely funding. It is important to note that DBE participation is required for all federal grant funding that exceeds \$250,000 in a given fiscal year.

1.2 Establish DBE Goals, Small Business Set-Asides, Good Faith Efforts, and Counting

It is important to note that project “set-asides” are associated with the small business program only because they are based upon race and gender neutrality. Set asides and/or quotas will not be used in any way in the administration of the disadvantaged business enterprise portion of the program or in association with the development of the overall DBE goal, project, and contract goals.

1.2.1 Establish Market Area—including Historical Participation and Availability of DBEs and SBEs

As part of the three-step process outlined in 49 CFR Part 26.45, JACOBS will:

- Establish the Airport’s normal market area based upon information on similar projects where 70 to 75 percent of historical contract dollars were spent.
- Identify the different types of work and associated NAICS/SIC Codes based upon work anticipated to occur during the three (3) year goal period (FYs 2024-2026).
- Identify DBE and non-DBE contractors and sub-contracts within the market area ready, willing, and able to accommodate DOT-assisted project demand requirements utilizing the most recent FDOT DBE Directory, FAA DBE-Connect System, as well as local data.
- Obtain historical information on DBE/SBE participation on similar projects, including reviewing participation at other public airports within the region in addition to local disparity studies to determine historical race/gender-conscious and race/gender-neutral participation.
- Verify past and identify new financial institutions that support small business concerns within the community.

1.2.2 Establish Individual DBE Project and Contract Goals, Including Race-Conscious and Race-Neutral Participation for Fiscal Years 2024 - 2026

Incorporation of a contract DBE goal is a race/gender conscious method of obtaining DBE participation. Race/Gender-Neutral measures/programs are those programs used to assist all small businesses and include gender-neutrality. Race/Gender-conscious programs/measures are those that are specifically focused on assisting only DBE firms, including women-owned DBE firms. Since sponsors must strive to meet the maximum feasible portion of their overall goal using race/gender neutral means, sponsors may not apply race/gender conscious goals (contract goals); unless they can reasonably demonstrate that they will not meet their overall goal using race/gender neutral means only.

Contract goals will be established for FAA recipients receiving grants for airport planning or development that will award prime contracts the cumulative total value of which exceeds \$250,000 in FAA funds in a Federal fiscal year. Goals will reflect participation by willing, able, and available DBEs within the established market area. Using the three-step process, JACOBS will:

- Determine the base figure for available DBEs relative to all available firms for each anticipated federally funded project that have subcontracting possibilities. This includes developing a weighted calculation for each project based upon the percentage work types, divided by the number of DBE firms by the number of all firms to establish a base figure for the market area.
- Each base goal will be adjusted if required using historic information, availability of certified DBE firms to perform the work, any relevant disparity studies as well as any other data that would provide a better measure as to the likely percentage of work that DBEs would likely obtain in the absence of discrimination.
- A race/gender neutral component will be developed for each project goal using historical participation obtained on similar projects and local disparity information if available.

1.2.3 Establish Overall Three-Year DBE Goal, Including Race-Neutral and Race-Conscious Participation

This task includes the evaluation of the overall DBE construction goal for federally funded contracts for fiscal years 2024 through 2026, including that projection of the overall goal and associated fees likely to be met through race/gender neutral and race/gender conscious means. The establishment of the three (3) year overall goal, including anticipated race/gender-neutral and conscious participation, is to be based

upon the three-year average of each calculated average annual goal. The establishment of the annual goal will be determined based upon the established project goals.

1.2.4 Identify Projects and/or Elements Eligible for Small Business Set-Aside Program During Three-Year Period—FYs 2024 - 2026

To foster small business participation on DOT-assisted projects, JACOBS will consult with the Airport staff to determine what projects listed within the airport's current work program for FYs 2024 through 2026 would be appropriate for unbundling and/or set-aside. JACOBS will also determine if the Sponsor wishes to implement small business goals. This information will be used to identify likely small business enterprise participation during the three (3) year goal period.

This information will allow the Airport to identify opportunities where additional small business participation could be achieved. Participation by a designated socially and economically DBE as defined in Part 26.39 is designated as race/gender neutral under this program.

1.3 Report Preparation, Review, and Submittal

This task includes the preparation of the DBE Program including DBE Goal Report for FYs 2024 through 2026, Small Business Set-Aside Program, letters and comments received from minority, women, small businesses, and other related organizations, copies of the Sponsor's organizational chart, a list of relevant DBE contractors within the established market, in addition to all required legal paperwork and contract clauses for Sponsor and public review. A notice of the DBE Program and goal methodology will be posted on the Airports website prior to submitting to the FAA Civil Rights Office for final approval.

1.4 Community Outreach/Public Participation

FAA Civil Rights has placed additional effort on public participation and outreach, especially for those regions which have not recently completed a disparity study. Therefore, JACOBS will review any DBE/SBE outreach programs provided by the Owner and the Airport, as well as review any local disparity studies, if available. JACOBS will also consult with minority, women, and small business general contractors, community organizations, universities, business assistance centers, and other officials and organizations, including the FDOT and City Government, to obtain data related to the availability of business opportunities, potential impediments to participation, as well as the Sponsor's efforts to establish a level playing field for DBE and SBE participation on airport-related projects.

Upon establishing the DBE overall three (3) year goal, including anticipated race/gender conscious and race/gender neutral participation and the small business enterprise program including small business set-aside recommendations, this information along with the methodologies used will be submitted to various local and regional disadvantaged and small business organizations to determine if additional adjustments to the DBE goal, small business program, and associated methodologies is required to reflect current conditions.

An interactive exchange is required as part of this effort; therefore, once a draft program and goals are developed, JACOBS will either conduct one (1) virtual meeting or individual phone calls to obtain stakeholder input on the process and to identify any issues which may negatively impact small businesses from participating on airport projects.

1.5 Client and Agency Follow-Up Coordination

Following the submittal of the report to the Sponsor and FAA, JACOBS will contact the FAA approximately 30 days following the submittal to address any concerns or issues and obtain final FAA approval.

TASK 2: UNIFORM DBE REPORTING FISCAL YEAR 2021

JACOBS will complete and submit the Uniform Participation Report for FY 2021 which is outstanding according to the FAA Civil Rights Portal. The Uniform Report will document the proposed DBE goal and the actual DBE participation for FAA funded contracts awarded and payments made on continuing projects throughout the specified year. This task will include the following elements to complete the Uniform Report for Fiscal Years 2021:

- Data collection will include gathering documentation related to grant closeout, project payouts, project DBE & non-DBE participant contracts, and other documents related to project financials for all federally awarded contracts or payments.
- The Uniform Report will document the proposed DBE goal, the actual DBE contract participation, and the overall non-DBE contract participation. The report will document the number of prime and subconsultant firms that had contracts awarded in the particular fiscal year and/or the payments expended for on-going projects. The Uniform Report will be submitted via the FAA Civil Rights Connect web portal and will only be completed for FAA funded contracts awarded and payments made on continuing projects throughout the specified year.
- Coordination with the FAA Civil Rights Office to address follow-up questions or comments on the submitted report.

TASK 3: PROJECT SCHEDULE

JACOBS will complete the DBE Program Report and submit to the FAA within 45-days of receiving the Notice-to-Proceed. The FAA review period is not included in the 45-day project time limit.

TASK 4: BASIC ASSUMPTIONS

The following is a list of assumptions, which forms the basis of this cost proposal for providing the services for the project.

1. No design or construction phase services will be provided.
2. The OWNER will provide JACOBS with all data and/or information requested/required to complete the scope elements.
3. Data collection efforts (if any) do not require JACOBS or its subconsultant's personnel to be on site.
4. There are no Permit Fees associated with this work scope.
5. JACOBS is not responsible for the accuracy or reliability of any data or information provided by the OWNER.
6. Any other services not specifically listed in this Scope of Services are deemed Additional Services.
10. **Review of Third-Party Documents** - Any review by JACOBS of documents prepared by a third- party shall be for general conformance with the scope intent but not an exhaustive review of all data. JACOBS does not assume any liability for work product(s) prepared by third parties and related work and makes no representation or warranty regarding same. JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the OWNER or other third parties.

TASK 5: PROJECT FEES

JACOBS will perform the above services in accordance with the fee schedule in Exhibit B.

EXHIBIT B - FEE SUMMARY
Disadvantaged Business Enterprise (DBE) Program Update and Uniform

TASK	Totals
<u>Basic Services (Lump Sum)</u>	
Project Review	\$1,313.28
<i>Sub: MDG - DBE Program Update and Uniform Reporting</i>	\$12,854.00
Subtotal	\$14,167.28
Total Basic Services:	\$14,167.28

EXHIBIT B - FEES
ZPH DBE PROGRAM

TASK	Sub Task		Principal	Sr. Project Manager	Senior Airfield Elec Engineer	Airfield Civil Engineer	Senior CADD Tech	Project Engineer	Admin Assistant	Totals
			\$295.01	\$263.48	\$217.61	\$146.21	\$133.61	\$100.20	\$64.84	

1 Project Review										
1	Project Management and Administration			4					4	8
	Total Labor Hours:			4					4	8
	Total Labor Costs:			\$1,053.92					\$259.36	\$1,313.28

Total Basic Services (Lump Sum): \$1,313.28

Total Fees (Lump Sum): \$1,313.28

November 7, 2024

Mr. Joe Sawmiller, P.E., M.B.A.
Jacobs
5401 W Kennedy Blvd., Suite 300
Tampa, FL 33609

Subject: FEE PROPOSAL
Disadvantaged Business Enterprise (DBE) Program Update and Uniform Reporting
Zephyrhills Municipal Airport (ZPH)

Mr. Sawmiller:

Mohsen Design Group Incorporated (MDG) is pleased to provide this fee proposal for the above reference project. The Scope of Work is attached as Exhibit A and includes updates to the existing DBE Program and the three-year goal for Fiscal Years (FY) 2024 through 2026. The scope also includes a task to submit the outstanding Uniform Report for Fiscal Year 2021. MDG proposes to complete this project for a lump sum fee of \$12,854.00. The detailed fee spreadsheet is attached as Exhibit B.

Please do not hesitate to call me if you have any questions about the proposed Scope of Work or Fee Spreadsheet.

Sincerely,

Mohsen Mohammadi, P.E., Principal
Mohsen Design Group, Inc.

Exhibits:

- A. Scope of Work
- B. MDG Fee Proposal

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
ZEPHYRHILLS MUNICIPAL AIRPORT
EXHIBIT A - SCOPE OF WORK**

Airports that anticipate federal funding must submit an updated Disadvantaged Business Enterprise (DBE) Program to include the revised project, contract, and overall three (3) year goal calculations, in addition to a Small Business Enterprise (SBE) Program, to their respective Federal Aviation Administration (FAA) Civil Rights Office for review and approval. Therefore, the tasks and elements included herein are to provide compliance with regulations and assurances outlined in 49 CFR Part 26.

The objective of this project is to update the existing DBE Program for the Zephyrhills Municipal Airport to remain in full compliance with rules and regulations regarding the DBE program outlined in 49 CFR Part 26 to remain eligible for FAA Airport Improvement Program (AIP) grant funding for airport related projects. The purpose of the DBE Program is to ensure that DBEs and Small Business Enterprises (SBEs), as defined in both 49 CFR Part 26 and Small Business Administration's (SBA) Business Development Program (8(a)), have an equal opportunity to receive and participate in federally assisted contracts.

As such, MDG will develop a DBE Program for the Airport, which will accomplish the following:

- Ensure nondiscrimination in the award and administration of DOT assisted contracts.
- Create opportunities in which DBEs and SBEs can compete fairly for DOT assisted contracts.
- Ensure the DBE program is narrowly tailored in accordance with applicable law.
- Ensure that only firms that fully meet 49 CFR Part 26 and SBA eligibility standards are permitted to participate as DBEs and SBEs.
- Help remove barriers to the participation of DBEs and SBEs in DOT assisted contracts.
- Provide post award oversight and increased recipient accountability regarding DBE and SBE participation.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

TASK 1: DBE PLAN UPDATE 2024 - 2026**1.1: Coordination and Data Collection**

Data collection will include historical DBE and non-DBE participation at the Airport, local and regional disparity study data, as well as local and regional small business enterprise information. MDG will work with Airport staff to identify and prioritize planned development and anticipated funding at the Airport.

To establish the three (3) year DBE project goals and small business set-aside program, MDG will need to collect information related to planned development, which is likely to occur at the airport during fiscal years (FYs) 2024 through 2026, wherein Federal and State funding is anticipated. This may require discussions with Airport staff, the FAA Airport District Office (ADO), and the FDOT staff, as well as current consultants/contractors to determine project priorities and likely funding. It is important to note that DBE participation is required for all federal grant funding that exceeds \$250,000 in a given fiscal year.

1.2: Establish DBE Goals, Small Business Set-Asides, Good Faith Efforts, and Counting

It is important to note that project "set-asides" are associated with the small business program only because they are based upon race and gender neutrality. Set asides and/or quotas will not be used in

any way in the administration of the disadvantaged business enterprise portion of the program or in association with the development of the overall DBE goal, project, and contract goals.

1.2.1: Establish Market Area (DBE and SBE), Including Historical Participation, and Availability of DBEs and SBEs

As part of the three-step process outlined in 49 CFR Part 26.45, MDG will:

- Establish the Airport's normal market area based upon information on similar projects where 70 to 75 percent of historical contract dollars were spent.
- Identify the different types of work and associated NAICS/SIC Codes based upon work anticipated to occur during the three (3) year goal period (FYs 2024-2026).
- Identify DBE and non-DBE contractors and sub-contracts within the market area ready, willing, and able to accommodate DOT-assisted project demand requirements utilizing the most recent FDOT DBE Directory, FAA DBE-Connect System, as well as local data.
- Obtain historical information on DBE/SBE participation on similar projects, including reviewing participation at other public airports within the region in addition to local disparity studies to determine historical race/gender-conscious and race/gender-neutral participation.
- Verify past and identify new financial institutions that support small business concerns within the community.

1.2.2: Establish Individual DBE Project and Contract Goals, Including Race-Conscious and Race-Neutral Participation for Fiscal Years 2024-2026

Incorporation of a contract DBE goal is a race/gender conscious method of obtaining DBE participation. Race/Gender-Neutral measures/programs are those programs used to assist all small businesses and include gender-neutrality. Race/Gender-conscious programs/measures are those that are specifically focused on assisting only DBE firms, including women-owned DBE firms. Since sponsors must strive to meet the maximum feasible portion of their overall goal using race/gender neutral means, sponsors may not apply race/gender conscious goals (contract goals); unless they can reasonably demonstrate that they will not meet their overall goal using race/gender neutral means only.

Contract goals will be established for FAA recipients receiving grants for airport planning or development that will award prime contracts the cumulative total value of which exceeds \$250,000 in FAA funds in a Federal fiscal year. Goals will reflect participation by willing, able, and available DBEs within the established market area. Using the three-step process, MDG will:

- Determine the base figure for available DBEs relative to all available firms for each anticipated federally funded project that have subcontracting possibilities. This includes developing a weighted calculation for each project based upon the percentage work types, divided by the number of DBE firms by the number of all firms to establish a base figure for the market area.
- Each base goal will be adjusted if required using historic information, availability of certified DBE firms to perform the work, any relevant disparity studies as well as any other data that would provide a better measure as to the likely percentage of work that DBEs would likely obtain in the absence of discrimination.
- A race/gender neutral component will be developed for each project goal using historical participation obtained on similar projects and local disparity information if available.

1.2.3: Establish Overall Three (3) Year DBE Goal, Including Race-Neutral and Race Conscious Participation

This task includes the evaluation of the overall DBE construction goal for federally funded contracts for fiscal years 2024 through 2026, including that projection of the overall goal and associated fees likely to be met through race/gender neutral and race/gender conscious means. The establishment of the three (3) year overall goal, including anticipated race/gender-neutral and conscious participation, is to be based upon the three-year average of each calculated average annual goal. The establishment of the annual goal will be determined based upon the established project goals.

1.2.4: Identify Projects and/or Elements Eligible for Small Business Set-Aside Program During Three (3) Year Period (FYs 2024-2026)

To foster small business participation on DOT-assisted projects, MDG will consult with the Airport staff to determine what projects listed within the airport's current work program for FYs 2024 through 2026 would be appropriate for unbundling and/or set-aside. MDG would also determine if the Sponsor wants to implement small business goals. This information will be used to identify likely small business enterprise participation during the three (3) year goal period.

This information will allow the Airport to identify opportunities where additional small business participation could be achieved. Participation by a designated socially and economically DBE as defined in Part 26.39 is designated as race/gender neutral under this program.

1.3: Report Preparation, Review, and Submittal

This task includes the preparation of the DBE Program including DBE Goal Report for FYs 2024 through 2026, Small Business Set-Aside Program, letters and comments received from minority, women, small businesses, and other related organizations, copies of the Sponsor's organizational chart, a list of relevant DBE contractors within the established market, in addition to all required legal paperwork and contract clauses for Sponsor and public review. A notice of the DBE Program and goal methodology will be posted on the Airports website prior to submitting to the FAA Civil Rights Office for final approval.

1.4: Community Outreach/Public Participation

FAA Civil Rights has placed additional effort on public participation and outreach, especially for those regions which have not recently completed a disparity study. Therefore, MDG will review any DBE/SBE outreach programs provided by the Owner and the Airport, as well as review any local disparity studies, if available. MDG will also consult with minority, women, and small business general contractors, community organizations, universities, business assistance centers, and other officials and organizations, including the FDOT and City Government, to obtain data related to the availability of business opportunities, potential impediments to participation, as well as the Sponsor's efforts to establish a level playing field for DBE and SBE participation on airport-related projects.

Upon establishing the DBE overall three (3) year goal, including anticipated race/gender conscious and race/gender neutral participation and the small business enterprise program including small business set-aside recommendations, this information along with the methodologies used will be submitted to various local and regional disadvantaged and small business organizations to determine if additional adjustments to the DBE goal, small business program, and associated methodologies is required to reflect current conditions.

An interactive exchange is required as part of this effort; therefore, once a draft program and goals are developed, MDG will either conduct one (1) virtual meeting or individual phone calls to obtain stakeholder input on the process and to identify any issues which may negatively impact small businesses from participating on airport projects.

Sub Task 1.5: Client and Agency Follow-up Coordination

Following the submittal of the report to the Sponsor and FAA, MDG will contact the FAA approximately 30 days following the submittal to address any concerns or issues and obtain final FAA approval.

TASK 2: UNIFORM DBE REPORTING FISCAL YEAR 2021

MDG will complete and submit the Uniform Participation Report for FY 2021 which is outstanding according to the FAA Civil Rights Portal. The Uniform Report will document the proposed DBE goal and the actual DBE participation for FAA funded contracts awarded and payments made on continuing projects throughout the specified year. This task will include the following elements to complete the Uniform Report for Fiscal Years 2021:

- Data collection will include gathering documentation related to grant closeout, project payouts, project DBE & non-DBE participant contracts, and other documents related to project financials for all federally awarded contracts or payments.
- The Uniform Report will document the proposed DBE goal, the actual DBE contract participation, and the overall non-DBE contract participation. The report will document the number of prime and subconsultant firms that had contracts awarded in the particular fiscal year and/or the payments expended for on-going projects. The Uniform Report will be submitted via the FAA Civil Rights Connect web portal and will only be completed for FAA funded contracts awarded and payments made on continuing projects throughout the specified year.
- Coordination with the FAA Civil Rights Office to address follow-up questions or comments on the submitted report.

SCHEDULE

MDG will complete the DBE Program Report and submit to the FAA within 45-days of receiving the Notice-to-Proceed. The FAA review period is not included in the 45-day project time limit.

MDG FEE SUMMARY - ZEPHYRHILLS MUNICIPAL AIRPORT
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EXHIBIT B: Fees	
TASK	Totals
1 DBE Plan Update 2024-2026	\$11,780.00
2 Annual Uniform DBE Reporting FY2021	\$1,074.00
Total Basic Services (Per Task Lump Sum):	\$12,854.00

EXHIBIT B: Fees		Project Manager	Planner	Designer	Clerical	Totals
MDG FEE SUMMARY - ZPH DBE PROGRAM		\$210.00	\$179.00	\$131.00	\$101.00	
1	DBE Plan Update 2024-2026					
1.1	Coordination and Data Collection		2			2
1.2	Establish DBE Goals, Small Business Set-Asides, Good Faith Efforts, and Counting					
1.2.1	Establish Market Area		2			2
1.2.2	Establish Individual Project Goals for FY 2024-2026	2	8			10
1.2.3	Establish 3 Year Overall Goals		4			4
1.2.4	Identify Small Business Set-Asides		4			4
1.3	Reports Preparation, Review, and Submittal	4	20		8	32
1.4	Community Outreach/Public Participation		8		4	12
1.5	Client and Agency Follow-up Coordination		4			4
	Total Labor Hours:	6	52		12	70
	Total Labor Costs (Task 1 Lump Sum):	\$1,260.00	\$9,308.00		\$1,212.00	\$11,780.00
2	Annual Uniform DBE Reporting FY2021					
	Complete/Submit 2021 Uniform Reports		6			6
	Total Labor Hours:		6			6
	Total Labor Costs (Task 2 Lump Sum):		\$1,074.00			\$1,074.00
			Total Basic Services (Lump Sum):			\$12,854.00

CONSENT ITEMS 1.8

Approval of Task Order No. 10 Jacobs Construction Services RPR - Airport Pavement Rehab [37-23-03]

Issue:

Background:

This project includes the design, construction and construction administration services for the rehabilitation of airfield pavement. Please see the attached work assignment for full details.

Attachment(s):

1. Jacobs-ZPH-AirfieldPavementRehab-CA-Services-042225-Rev1

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff recommends City Council's consideration for approval of consultant work assignment No. 10. Construction phase services, Jacobs Engineering Group, Inc.

CONSULTANT WORK ASSIGNMENT

April 22, 2025

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

Subject: **CONSULTANT WORK ASSIGNMENT No. 10**
Airfield Pavement Improvement - Amendment #1 – Construction Phase Services
Zephyrhills Municipal Airport (ZPH)

Dear Nathan:

This letter serves as a CONSULTANT WORK ASSIGNMENT (CWA) between JACOBS ENGINEERING GROUP INC. ("JACOBS" or "CONSULTANT") and CITY OF ZEPHYRHILLS ("CITY") for the referenced project. All Terms and Conditions of the CONSULTANT AGREEMENT between the CITY and JACOBS, dated May 8, 2023, apply to this CWA.

Scope of Work: The project includes the construction phase services to support Airfield Pavement Improvement, as shown in Figure No. 1 of Exhibit A, Scope of Work.

Payment: CONSULTANT shall be paid for this service in the amount of \$92,060.92, as described in Exhibit B, Fee Summary.

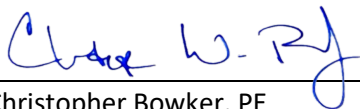
Schedule: The schedule is included in Exhibit A.

Notice-To-Proceed: The City will issue a notice-to-proceed once the CWA is approved by the City Council.

Sincerely,

JACOBS ENGINEERING GROUP INC.

APPROVED BY CITY OF ZEPHYRHILLS



Christopher Bowker, PE
Manager of Projects

Signature

Exhibits:

Printed Name

- A. Scope of Work
- B. Fee Proposal

EXHIBIT A – SCOPE OF WORK AMENDMENT 1- CONSTRUCTION SERVICES AIRFIELD PAVEMENT IMPROVEMENT ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)

Zephyrhills Municipal Airport (ZPH) (Owner) intends to improve exiting airfield pavement throughout the airport. The improvements include the rehabilitation of Taxiway E, Taxilanes, and Apron Pavement (refer to Figure 1). Jacobs Engineering Group Inc. (Jacobs team) will provide construction phase services for this project at Zephyrhills Municipal Airport (ZPH) in Zephyrhills, Florida.

The scope of work at ZPH will consist of the following:

- ♦ Rehabilitation of approximately 68,000 SF Airfield north of Taxiway B and between the existing hangars and sodding between the hangars. (**Base Bid**)
- ♦ Rehabilitation of approximately 24,465 SF Airfield south of Taxiway B, in front of administration building. (**Additive Bid 1**)
- ♦ Rehabilitation of approximately 32,830 SF Taxiway E and repair of approximately 50 SF of cracks and sodding approximately 5,300 SF between the existing hangars. (**Additive Bid 2**)

Figure 1 below provides the layout of the proposed rehabilitation.



Figure No 1 – Project Layout

The Jacobs team will provide construction services during the construction phase of the project. The summary of tasks for this Amendment 1 is indicated below:

Construction Phase Services:

1. Construction Administration Services – Jacobs team will provide construction administration services to include the following tasks:
 - a. Attend six (6) Weekly Construction meetings (MDG on site / Jacobs via Teams)
 - b. Review RFI and Shop Drawing
 - c. Review Construction Schedule
 - d. Review Test Results
 - e. Owner and Design Team Coordination
 - f. Prepare Record Drawings/Project Closeout
 - g. Periodic Site Visits (4 trips)
 - h. Project Management and Administration
2. RPR Services – Jacobs team will assign a Resident Project Representative (RPR) for this project. The RPR will perform the following tasks on a full-time basis:
 - a. Attend Pre-Construction Meeting
 - b. Perform daily Inspections
 - c. Perform Substantial Completion Inspection
 - d. Coordinate QA Testing Activities
 - e. Review Pay Applications
 - f. Assist in preparation of Record Drawings
3. Grant Assistance - Jacobs team will provide grant assistance services to include the following tasks:
 - a. Prepare Quarterly Reports
 - b. Review Weekly Certified Payrolls
 - c. Conduct Wage Interviews
 - d. Review BABA requirements
 - e. Grant Closeout

Assumptions

1. The review of Contractor change orders shall be the responsibility of MDG.
2. Jacobs will perform construction administration services--the following terms will apply:
 - A. Jacobs will not bear any responsibility or liability for defects or deficiencies in the construction work or for the failure to so detect but will notify MDG of an observed defect

or deficiencies in a timely manner. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards.

B. If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Jacobs's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Jacobs's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Jacobs's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Jacobs's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

C. Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.

D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by Jacobs.

Airport:

Zephyrhills Municipal Airport

Project:

Airfield Pavement Improvement

EXHIBIT B - Construction Phase Services**FEE SUMMARY**

	Fee
Construction Phase Services (Jacobs)	\$ 11,057.92
Subconsultant - MDG, Inc. (Incl. Full-Time RPR)	\$ 69,578.00
Subconsultant - Tierra South Florida, Inc.	\$ 11,425.00
Total Services Fee	\$ 92,060.92

Airport:

Zephyrhills Municipal Airport

Project:

Airfield Pavement Improvement
EXHIBIT B - Construction Phase Services

Construction Phase Services (Jacobs)

	WORK ITEM	Proj. Director	Sr. Proj. Manager	Sr. Airfield Elec. Engineer	Project Engineer	Sr. CADD Tech	Admin. Assistant	TOTAL
1	Attend Precon. Meeting		4					4
2	Attend Weekly Construction Meetings - 6 weeks via Teams		6					6
3	Review Closeout Documentation		2					2
4	Attend Substantial Completion Inspection		4					4
5	Project Management and Administration		24				8	32
	TOTAL HOURS	0	40	0	0	0	8	48
	RATE	\$ 295.01	\$ 263.48	\$ 217.61	\$ 100.20	\$ 133.61	\$ 64.84	-----
	LABOR	\$ -	\$ 10,539.20	\$ -	\$ -	\$ -	\$ 518.72	\$ 11,057.92

TOTAL LABOR \$ 11,057.92

TOTAL FEE	\$ 11,057.92
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**EXHIBIT A – SCOPE OF WORK
AMENDMENT 1- CONSTRUCTION SERVICES
AIRFIELD PAVEMENT IMPROVEMENT
ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)**

Zephyrhills Municipal Airport (ZPH) (Owner) intends to improve exiting airfield pavement throughout the airport. The improvements include the rehabilitation of Taxiway D and the reconstruction of Taxiway A1. Mohsen Design Group Incorporated (MDG) will serve as a subconsultant to Jacobs, Inc. to construction administration phase services for this project at Zephyrhills Municipal Airport (ZPH) in Zephyrhills, Florida.

The scope of work at ZPH will consist of the following:

- ♦ Rehabilitation of approximately 68,000 SF Airfield north of Taxiway B and between the existing hangars and sodding between the hangars. (Base Bid)
- ♦ Rehabilitation of approximately 24,465 SF Airfield south of Taxiway B, in front of administration building. (Additive Bid 1)
- ♦ Rehabilitation of approximately 32,830 SF Taxiway E and repair of approximately 50 SF of crack and sodding approximately 5,300 SF between the existing hangars. (Additive Bid 2)

Figure 1 below provides the layout of the proposed rehabilitation.

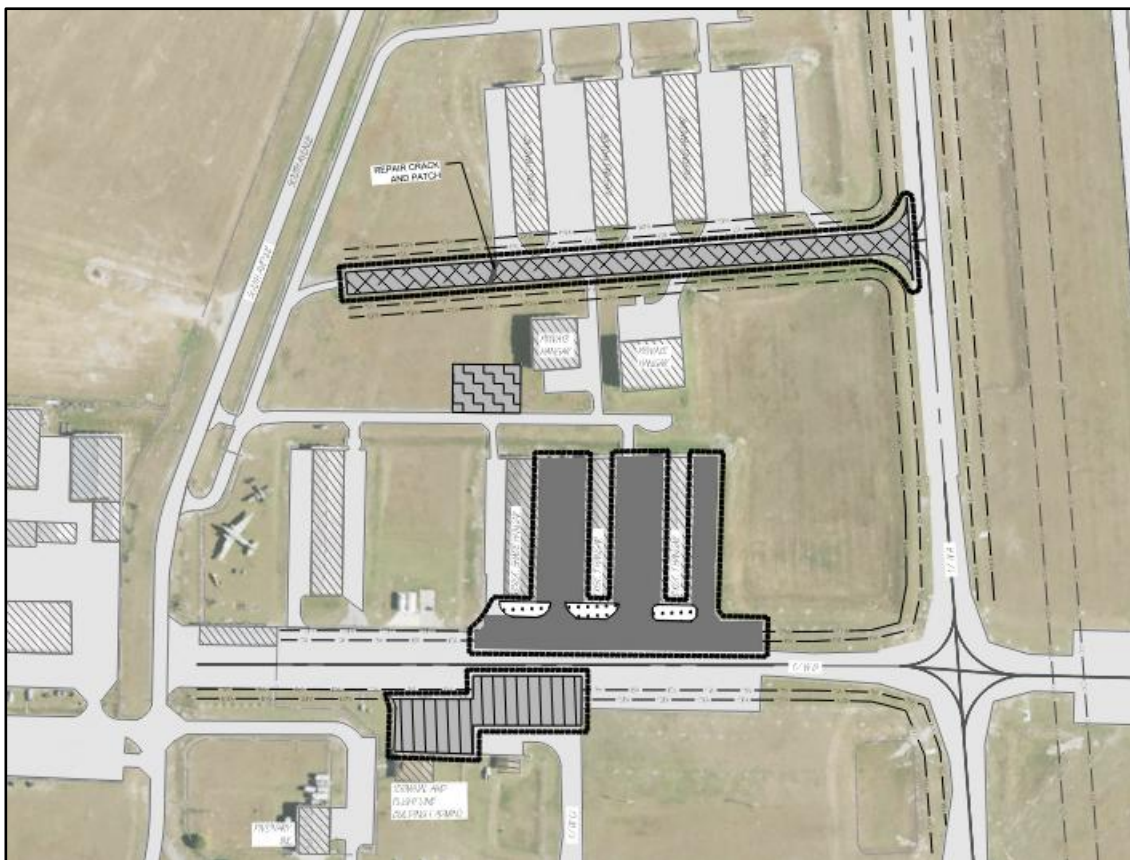


Figure No 1 – Project Layout

MDG will provide construction services during the construction phase of the project. The summary of tasks for this amendment 1 is indicated below:

Construction Services:

1. Construction Administration Services – MDG will provide construction administration services to include the following tasks:
 - a. Attend Weekly Construction meetings
 - b. Review RFI and Shop Drawing
 - c. Review Construction Schedule
 - d. Review Test Results
 - e. Owner and Design Team Coordination
 - f. Prepare Record Drawings/Project Closeout
 - g. Periodic Site Visits (4 trips)
2. RPR Services - MDG will assign a Resident Project Representative (RPR) for this project. The RPR will perform the following tasks on a full-time basis:
 - a. Attend Pre-Construction Meeting
 - b. Perform daily Inspections
 - c. Perform Substantial Completion Inspection
 - d. Coordinate Q/A Testing activities
 - e. Review Pay Applications
 - f. Assist in preparation of Record Drawings
3. Grant Assistance- MDG will provide grant assistance services to include the following tasks:
 - a. Prepare Quarterly Reports
 - b. Review Weekly Certified Payrolls
 - c. Conduct Wage Interviews
 - d. Review BABA requirements
 - e. Grant Closeout

Exhibit B- MDG FEE ESTIMATE
 AMENDMENT 1- CONSTRUCTION SERVICES
 AIRFIELD PAVEMENT IMPROVEMENT
 ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)

TASK	Totals
Basic Services	
<i>Construction Administration Services (Lump Sum)</i>	\$17,848.00
Total Basic Services (Lump Sum):	\$17,848.00
Special Services	
<i>RPR Services (Not-To-Exceed)</i>	\$44,016.00
<i>Grant Assistance (Lump Sum)</i>	\$7,714.00
Total Special Services (Not to Exceed):	\$51,730.00
Total Basic & Special Services (Not to Exceed):	\$69,578.00
Total Fees (Not-To-Exceed):	\$69,578.00

Exhibit B- MDG FEE ESTIMATE AMENDMENT 1- CONSTRUCTION SERVICES AIRFIELD PAVEMENT IMPROVEMENT	Principal	Project Manager	Engineer/ Planner	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Basic Services

1 Construction Administration Services (Lump Sum)

A. Prepare Construction Management Plan		4	32			8	44
A. Weekly Construction Meetings - 6 Weeks (Teams)		6					6
B. Review RFI and Shop Drawing Reviews		4	2	4			10
C. Review Construction Schedule	2	2					4
D. Review Test Results		4					4
E. Owner and Design Team Coordination	4	4					8
F. Prepare Record Drawings/Project Closeout		4		8			12
G. Periodic Site Visits (4 trips)		4		8			12
Total Labor Hours:	6	32	34	20		8	100
Total Labor Costs:	\$1,614.00	\$6,720.00	\$6,086.00	\$2,620.00		\$808.00	\$17,848.00
Total Basic Services (Lump Sum):							\$17,848.00

Special Services

2 RPR Services (Not-To-Exceed)

A. Attend Pre-Construction Meeting			4				4
B. Perform daily Inspections (6 weeks)			300				300
C. Perform Substantial Completion Inspection			8				8
D. Coordinate Q/A Testing activities			8				8
E. Review Pay Applications			8				8
F. Assist in preparation of Record Drawings			8				8
Total Labor Hours:			336				336
Total Labor Costs:			\$44,016.00				\$44,016.00

3 Grant Assistance (Lump Sum)

A. Prepare Quarterly Reports			6				6
B. Review Weekly Certified Payrolls			10				10
C. Conduct Wage Interviews			4		8		12
D. Review BABA requirements		4	2		4		10
E. Grant Closeout			16		8		24
Sub Total RPR Services Hours		4	38		20		62
Sub Total RPR Services Fee		\$716.00	\$4,978.00		\$2,020.00		\$7,714.00

Total Special Services (Not to Exceed): \$51,730.00

Total Basic Services (Lump Sum): \$17,848.00

Total Special Services (Not to Exceed) \$51,730.00

Total Basic & Special Services (Not to Exceed): \$69,578.00



April 11, 2025

Jacobs
5401 W Kennedy Blvd. Suite 300
Tampa, FL 33609
813-245-6660

Attention: Joe Sawmiller | 813-245-6660 | Joe.Sawmiller@jacobs.com

Subject: Proposal for QA Construction Material Testing Services
ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
Zephyrhills, FL 33542
TSFGEO Proposal No. 2504-209_Revision

Dear Joe:

As requested, TSFGEO is pleased to submit this proposal for providing Construction Material Testing Services for the above-mentioned project. We have provided a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services.

PROJECT DESCRIPTION

Based on the available information, we understand that the proposed project at Zephyrhills Municipal Airport (ZPH) will include rehabilitation of Runway 1-19, construction of Taxiway F, and future improvements to Taxiway E, the taxilane, and apron areas. The work will involve milling and resurfacing the asphalt pavement, construction of new base and subgrade layers, and associated civil and airfield improvements in accordance with FAA and project specifications. TSF's services will include construction materials testing and QA support during paving, grading, and base course operations.

PROPOSED SCOPE OF SERVICES

We recognize that construction projects are built in the "real world" and that proposed schedules do not always work out. Therefore, we appreciate the importance of being able to respond to requests for our services on short notice and of working hours other than the normal schedule, including nighttime work and weekend work.

Based on our understanding of the project requirements, we anticipate that the following testing services will be required during the design and construction phases of the project.

CONSTRUCTION MATERIAL TESTING SERVICES

Runway 1-19 – Asphalt Paving (P-403)

- Provide asphalt QA technician for onsite observation and documentation of paving activities.
- Coordinate with the contractor's QC team to verify compliance with FAA P-403 specifications.

Taxiway F – Subgrade, Base, and Asphalt

- Perform in-place nuclear density testing on P-152 compacted subgrade and P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (Modified Proctors, LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Taxiway E / Taxilane / Apron – Base and Asphalt

- Perform in-place nuclear density testing on P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Professional Services

- Provide a weekly summary report documenting observations and results and distribute to the team.
- Assign a Project Manager to review daily reports, assist with coordination, and attend meetings.
- Maintain administrative and scheduling support throughout the life of the project to ensure responsiveness and reporting continuity.

Note: *Our services do not include supervision or direction of the actual construction work. The safety of all job site personnel and construction methods remains the sole responsibility of the contractor. TSFGeo is not responsible for construction defects unrelated to materials testing (e.g., paving workmanship, grading layout, or drainage installation).*

FEE

The fees for our services will be highly dependent on the construction schedule. We propose providing our services on a unit rate basis, based on the actual services performed and the unit fees attached to this proposal. Invoices will be submitted monthly for the portion of work completed. An estimate for each proposed task is indicated below:

Construction Materials Testing:

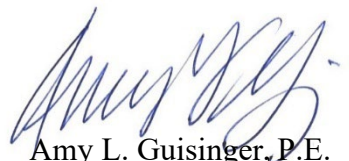
1. Runway 1-19 Rehabilitation	\$24,275.00
2. Taxiway F	\$12,875.00
3. Taxiway E/Taxilane/Apron (TBD)	\$11,425.00

We appreciate the opportunity to offer our services for your project. Should you have any questions or need additional information, do not hesitate to contact us at (813)-993-0093.

Respectfully submitted,
TSFGeo



Tyler F Gorman
Construction Services Manager



Amy L. Guisinger, P.E.
Principal Engineer

Attachments: Unit Rates and Fee Estimates
 General Notes Authorization
 General Terms and Conditions

Unit Rates and Fee Estimates

1. Runway 1-19 Rehabilitation

ZPH - Runway 1-19				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
ASPHALT				
Asphalt Paving Technician (Runway 1-19)	15	\$ 600.00	day	\$ 9,000.00
Asphalt Plant Technician (Runway 1-19)	15	\$ 900.00	day	\$ 13,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 22,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 24,275.00

2. Taxiway F

ZPH - Taxiway F				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	30	\$ 35.00	test	\$ 1,050.00
Modified or Standard Proctor	4	\$ 150.00	test	\$ 600.00
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	6	\$ 75.00	test	\$ 450.00
Organic Content	6	\$ 50.00	test	\$ 300.00
Subtotal				\$ 3,600.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 12,875.00

3. Taxiway E/Taxilane/Apron

ZPH - Taxiway E/Taxilane/Apron				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	20	\$ 35.00	test	\$ 700.00
Modified or Standard Proctor		\$ 150.00	test	\$ -
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	2	\$ 75.00	test	\$ 150.00
Organic Content	2	\$ 50.00	test	\$ 100.00
Subtotal				\$ 2,150.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 11,425.00

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday through Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours' notice by contacting our office (813)-993-0093 prior to any site visit.
- 3- We can accommodate weekend inspections, if necessary, with a minimum of 48 hours' notice.
- 4- Field work beyond 8 hours/day, nights and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at the hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
TSFGeo Proposal No. 2504-209

TSFGeo's General Conditions

1. **SCOPE OF WORK** - Work means the specific geotechnical, analytical, testing or other service to be performed by TSFGeo as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

CONSENT ITEMS 1.9

Approval of Task Order RF25-01 - Raftelis Financial Stormwater Fee Implementation Project
[41-25-28]

Issue:

In an effort to fund stormwater capital improvement projects, a funding mechanism is required to implement stormwater improvements with a dedicated revenue stream.

Background:

This stormwater fee implementation was previously presented to the Council on September 8, 2025. A piggyback agreement (No. 41-25-28) was executed on September 8, 2025.

Attachment(s):

1. RF25-01 - Raftelis Financial Stormwater Fee Implementation_Signed

Fiscal Impact:

FY25 Stormwater Professional Services Not to Exceed \$78,000

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this Task Order as presented.

September 17, 2025

Mr. Shane LeBlanc
Department of Public Works – Director
City of Zephyrhills, Florida

Task Order Request: Stormwater Fee Implementation Project

Dear Mr. LeBlanc:

Raftelis requests a Task Order authorization for completion of the Stormwater Fee Implementation Project under the Agreement between the City of Zephyrhills and Raftelis dated September 8, 2025 (Agreement No. 41-25-28).

1. Scope of Work

1.1. Objectives

- Implement a new stormwater utility fee to generate a sustainable revenue stream to support the City's stormwater management activities.
- Establish data, rate structure, and processes for equitable billing policies.
- Provide a five-year rate plan to support the developed stormwater financial plan.

1.2. Tasks

The Project will be completed as follows:

- Kick-Off Meeting to serve as a forum to finalize details of the project scope, work plan, schedule, and data needs with City staff as well as an opportunity for City staff to meet with the Raftelis project team. We will also discuss the City's project objectives in detail, confirming that we understand the overall goals of the study.
- Raftelis will work with City staff to collect the appropriate financial and operational data, as well as data that will inform rate structure, units of service, and billfile development.
- Confirm non-ad valorem special assessment (NAVSA) billing approach via communication with City leadership and County.
- Raftelis will assess current and expected future program needs and costs related to compliance with the City's MS4 permit, achieving desired operation and maintenance levels of service, and anticipated capital investments to inform current and future needs, priorities and costs. This effort will include interviewing key City staff to discuss the current stormwater program, including roles, responsibilities, costs, and existing funding sources. Raftelis will summarize costs associated with labor, overhead and expenses for existing stormwater management as current costs and as the baseline upon which future costs are overlaid. We plan to work with City staff to capture the appropriate flow and timing of future costs, especially those related to large capital projects.

- Raftelis will also work with the City to develop financial policies for a new stormwater utility. These financial policies will include identifying appropriate target reserve levels for the operating and capital programs, the approach to indirect cost allocation/transfers to the general fund, and potentially debt service coverage.
- Raftelis will document, and will work with the City to refine, projected revenue requirements of the new fee over a five-year period. These revenue requirements will be informed by operations and maintenance, and financial policy decisions, to meet the utility's current and future needs. Raftelis will incorporate the existing capital projects into the revenue requirements. If multiple CIP scenarios exist, our team could build these into the model developed to allow the City to analyze the impact on revenue requirements and stormwater rates of these different scenarios. In conjunction with the CIP, Raftelis will add the expenditures required for asset rehabilitation and replacement to inform the revenue requirements.
- To determine the ERU, Raftelis will first define and identify residential properties using tax assessor data. To accomplish this Raftelis recommends impervious area measurement of 500 residential properties, proportionally selected according to the residential population. This will provide a statistically significant sample for determining the median value and will allow for consideration of multiple flat rates (tiers) if desired. Break points for residential tiers will be estimated using the distribution of the impervious area for the residential sample along with completing a regression analysis to calculate the estimated impervious area for all residential properties. Parcel attributes included in the regression analysis may include parcel size, heated square feet, building footprints, number of bedrooms, and improved value. This analysis will allow us to estimate the number of residential parcels that may fall into each tier.
- Impervious surfaces will also be developed for approximately 3,400 non-single family residential and multi-family residential properties.
- Raftelis will develop an open-source Microsoft Excel-based rate and financial tool to model rates that support the projected five-year revenue requirements. The model will include a dashboard to develop rate calculations under the flat or tiered residential rate structures, examine customer impacts, plan for revenue sufficiency, highlight key financial metrics, and provide pro forma cash flow statements. The model, which will include an annual or periodic stormwater utility fee increase schedule, will be delivered to City staff for their use moving forward.
- Raftelis will work with the City to develop a credit program that recognizes individual customers' or property owners' stormwater runoff mitigation measures or other activities that support the City's program. Through a series of up to three virtual meetings, we'll facilitate discussion about the scope and scale of a potential credit program and make final recommendations for the City's consideration. Stakeholder engagement may influence the trajectory of the credit program. Ultimately, the program may be documented in the new ordinance or in a separate referenced document.
- Raftelis will support public engagement with the production of handouts, materials, slides, or other collateral as needed throughout the process to communicate the changes being made to stormwater programs and the funding approach.
- Raftelis will prepare data for the TRIM notices required by the NAVSA billing approach.
- Raftelis will work with the City Attorney to create a Stormwater Management Utility Ordinance and rate resolution, if appropriate. The draft ordinance/rate resolution will need to describe the basis of the

fee, the rate structure, the rationale behind the fee, and other key items. While the Raftelis team will create a draft ordinance/rate resolution, the responsibility for finalizing the ordinances/resolutions will rest with the City's Attorney.

- Raftelis will prepare a Draft and Final Report for the City, which will include the results of our analysis. The report will summarize our financial analyses, modeled scenarios, recommendations and selected rate structure and rates, potential credit program, and fee implementation recommendations. Additionally, if appropriate, the final report will summarize stakeholder input, how it was used, and information communicated to elected officials. The report will be structured in a way that fits the City's preferences and aligns with similar existing documentation.
- Raftelis will create a final billfile, which will be based on either tax parcel ID.
- We will work with City staff to plan workflows and roles related to ongoing data updates, which may include capturing new properties, periodically updating impervious area, applying credits, and implementing updated rates.

1.3. Deliverables

Project Deliverables are as follows:

- Financial Plan & Rate Model
- Draft and final Report
- Draft fee ordinance language
- Data for required TRIM notices
- Final NAVSA billing file

2. Pricing and Payment

2.1. Pricing Structure

This project will be invoiced on a time and materials basis.

2.2. Maximum Fee

The maximum fee for this scope of work is \$78,000.

2.3. Invoice Schedule

Invoicing will occur monthly, in arrears.

This Task Order is issued under and governed by the terms and conditions of the Contract identified in Section 1: Agreement No. 41-25-28, dated September 8, 2025.

The project will begin upon approval of this Task Order and be completed by the end of October 2026.

The project will primarily be performed remotely, at Raftelis offices. Some meetings may occur in person at City offices. This project does not include field work.

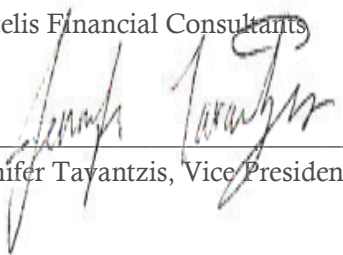
6.1. For the Issuing Party

City of Zephyrhills

_____ Date: _____

6.2. For the Performing Party

Raftelis Financial Consultants



Jennifer Tavantzis, Vice President

Date: September 17, 2025

PUBLIC HEARING 2.1

Adopt Final Millage

Second Reading **ORDINANCE NO. 1506-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2026-2027 FOR THE CITY OF ZEPHYRHILLS."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1506-25 on the Second Reading

Issue:

At the July 28, 2025 City Council meeting, Council voted to set the preliminary millage rate at 6.25. The preliminary rate can be decreased prior to final adoption, but cannot be increased. The certified taxable value is \$1,783,872,087. With a 6.25 millage rate, ad valorem tax revenue in the General Fund is budgeted at \$10,591,741, an increase of \$1,279,244 from the \$9,312,497 budgeted for Fiscal Year 2025.

Background:

The State of Florida regulates the manner in which local governments set millage rates. There will be two public hearings concerning the millage rate.

Attachment(s):

1. Ordinance 1506-25 - Adopt Millage

Fiscal Impact:

Setting the millage rate at 6.25 will generate \$10,591,741 of ad valorem tax revenue for the General Fund.

Staff Recommendation:

The staff recommends the approval of the 6.25 millage rate on the second reading.

ORDINANCE NO.: 1506-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2025-2026 FOR THE CITY OF ZEPHYRHILLS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, has timely advised the Pasco County Property Appraiser's office that it proposed to levy a millage rate of 6.25 mills, which is more than the rolled back rate of 6.0848 mills computed pursuant to Florida Statute 200.065(1) by 2.71%; and

WHEREAS, the City Council of the City of Zephyrhills, Florida did on September 8, 2025 conduct a Public Hearing and a second Public Hearing on September 22, 2025, and following the second Public Hearing, did adopt a tentative budget of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

WHEREAS, the City Council of the City of Zephyrhills, Florida did advertise on September 19, 2025, its intent to adopt a final budget and millage rate during a Public Hearing held September 22, 2025; and

WHEREAS, the City Council of the City of Zephyrhills, Florida, did after receiving input from the general public, adopt a final budget of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The millage rate to be levied for ad valorem taxes within the municipality of the City of Zephyrhills for the 2025-2026 fiscal year shall be 6.25 mills.
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1506-25 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1506-25 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 22nd day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1506-25 was approved by me this 22nd day of September, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

PUBLIC HEARING 2.2

Adopt Final Budget

Second Reading **ORDINANCE NO. 1507-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1507-25 on the Second Reading

Issue:

Approval of FY 25-26 Budget

Background:

Attachment(s):

- 1. Ordinance 1507-25 - Adopt Budget
- 2. FY26 Adopted Budget

Fiscal Impact:

Staff Recommendation:

The staff recommends the approval of Budget Ordinance 1507-25.

ORDINANCE NO.: 1507-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR.

WHEREAS, the City Council of the City of Zephyrhills, Florida, adopted a tentative budget in the amount of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

WHEREAS, the City Council of the City of Zephyrhills, Florida has scheduled a Public Hearing and timely advertised, according to law, a Public Hearing on the budget rate for the purpose of receiving input from the general public and the purpose of answering any and all questions prior to the adoption of any measure by this governing body pertaining thereto; and

WHEREAS, the City Council of the City of Zephyrhills, Florida has concluded the Public Hearing and considered all comments.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The proposed budget for the 2025-2026 fiscal year for the municipality of the City of Zephyrhills is hereby adopted in the amount of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1507-25 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1507-25 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 22nd day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1507-25 was approved by me this 22nd day of September, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



City of Zephyrhills Fiscal Year 2025-2026



Adopted Version - 9/22/2025

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INTRODUCTION



Budget Message

William C. Poe, Jr., City Manager

Honorable Mayor and City Council:

This current fiscal year millage rate is 6.25 mills. The proposed budget draft as presented is based on a millage of 6.25 mills, which will generate \$10,591,741 in ad valorem taxes based on a citywide property valuation of \$1,783,872,087. Last year's valuation was \$1,547,329,562 and the ad valorem generated was \$9,839,560. Total budget expenditures are expected to be \$135,911,380.

- The proposed budget is balanced and is based on the 6.25 millage rate as approved by Council.
- Employee salary and benefits are included under each department. Total costs for health care increased 8.5%.
- The proposed budget includes a percentage raise to all non bargaining unit employees of 6%.
- **Administration** Continue to implement the new City re-branding city wide as well as around City Hall.
- **Human Resources** Property & casualty is estimated to increase by 20%. These estimated expenditures will be transferred into the new Internal Service Fund.
- **IT** budgeted \$15,000 for a new server at City Hall and \$31,500 for police laptops.
- **Police** expenses will include \$247,500 for continued building improvements. In addition, there will be \$540,900 (Penny Funds) for the purchase 8 replacement vehicles, \$175,000 for new handheld radios (Penny Funds) and \$500,000 (Impact Fees) for a new training facility.
- **Fire** has merged with Pasco County Fire Rescue and our payment to them will be \$176,032. Interlocal agreement will be completed November 1, 2026.
- **Fleet Maintenance** will spend \$119,000 on a new 1/2 ton pick up truck, hydraulic hose crimping machine, mig welder, plasma cutter, tire changing machine and diagnostic scanner.
- **Stormwater** has budgeted \$1,000,000 for 9th Ave stormwater improvements (State App & Penny Funds), \$50,000 for retention pond fencing, \$300,000 for stormwater masterplan designs at C ave, 20th St & 4th Ave.
- **Streets** will spend \$1,000,000 for street resurfacing (GasTax), \$1,200,000 on City sidewalks/trails (Penny Funds) and \$2,000,000 on hot spot intersection improvements (Impact Fees).
- **Parks** will spend \$12,864,367 towards the new City Yard facility (General Fund) and \$16,000,000 on Zephyr Park Improvements (General & State App Funds).
- **CRA** revenues are expected to increase from \$1,347,996 to \$1,727,812. Capital projects include: \$600,000 for 8th St & Oakside Neighborhood Improvements, \$150,000 for park and entrance signage and public art opportunities, \$250,000 for the Backyard Project, \$992,000 for the renovation of Clock Plaza, \$150,000 for sidewalks within the CRA and \$477,000 towards land acquisition.
- **Water** major projects include City Yard facility \$11,551,129, Meter and Backflow Replacement \$1,710,000, drinking water well rehabilitations \$175,000 and backflow replacement program \$180,000. Equipment purchases include \$200,000 for 2 new vehicle purchases, \$50,000 for a trailer mounted air compressor and pneumatic moles and \$50,000 for SCADA system upgrades.
- **Wastewater** major projects include digester rehab \$1,000,000, sewer gravity pipe lining \$800,000, lift station major rehabs \$550,000, manhole major rehabs \$250,000 and a new large crane truck \$225,000.
- **Airport** will spend \$30,000 on 2 new golf carts.
- **Sanitation** will spend \$3,510,818 towards the new City Yard facility, \$1,319,000 on a 30CY side loader garbage truck, 15CY side loader garbage truck, body & packer replacements, currotto can, hydraulic cylinders, mig welder, new SUV, new skid steer, 24ft trailer and 65 gallon recycling carts.

Major Projects for FY2026

- Sidewalks and Trails \$1,200,000 (P4P)
- Annual Road Resurfacing \$1,000,000 (Gas Tax)
- Stormwater Design Phase \$300,000 (P4P)
- Zephyr Park Improvements \$16,000,000 (General Fund & State Appropriation)
- Gateway Project \$500,000 (Transportation Impact Fee)
- City Yard Facility \$27,926,314 (General Fund, Utility Fund, Sanitation Fund)
- Meter and Backflow Replacement \$1,710,000 (Utility Fund)
- Digester Rehabilitation \$1,000,000 (Utility Fund)

Personnel Changes

- Accounting Specialist +1 (RECLASS)
- Code Support Specialist +1 (NEW)
- Sanitation Driver +1 (NEW)

Sincerely,

A handwritten signature in black ink that reads "William C. Poe, Jr." with a stylized flourish at the end.

William C. Poe, Jr.
City Manager

City Council



City Council - Elected Officials

Charles E. Proctor, Council President
Steven F. Spina, Ph.D., Vice President
Jodi Wilkeson
Lance A. Smith
Kenneth M. Burgess, Jr.

Mayor

Melonie Bahr Monson

City Manager

William C. Poe, Jr.

City Attorney

Matthew Maggard

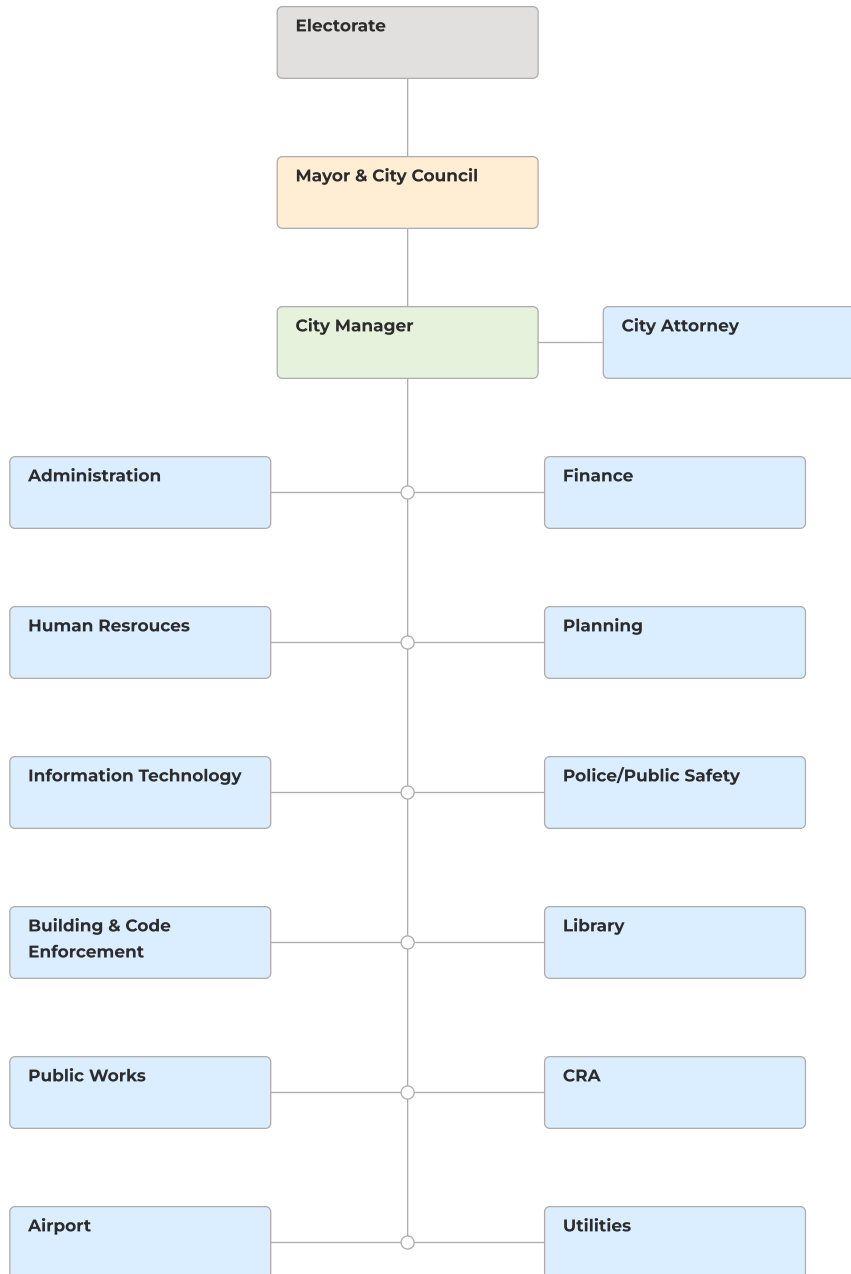
Appointed Officials

Airport Manager	Nathan Coleman
Building Official	Kalvin Switzer
City Clerk	Ricardo Quinones
CRA Director	Gail Hamilton
Finance Director	Ted Beason
HR/Risk Management Director	Sandra Amerson
Information Technology Director	Michael Panak
Library & Museum Services Director	Peggy Panak
Planning Director	Todd Vande Berg
Police Chief	Derek Brewer
Public Works Director	Shane LeBlanc
Utilities Director	John Bostic II

Prepared By:

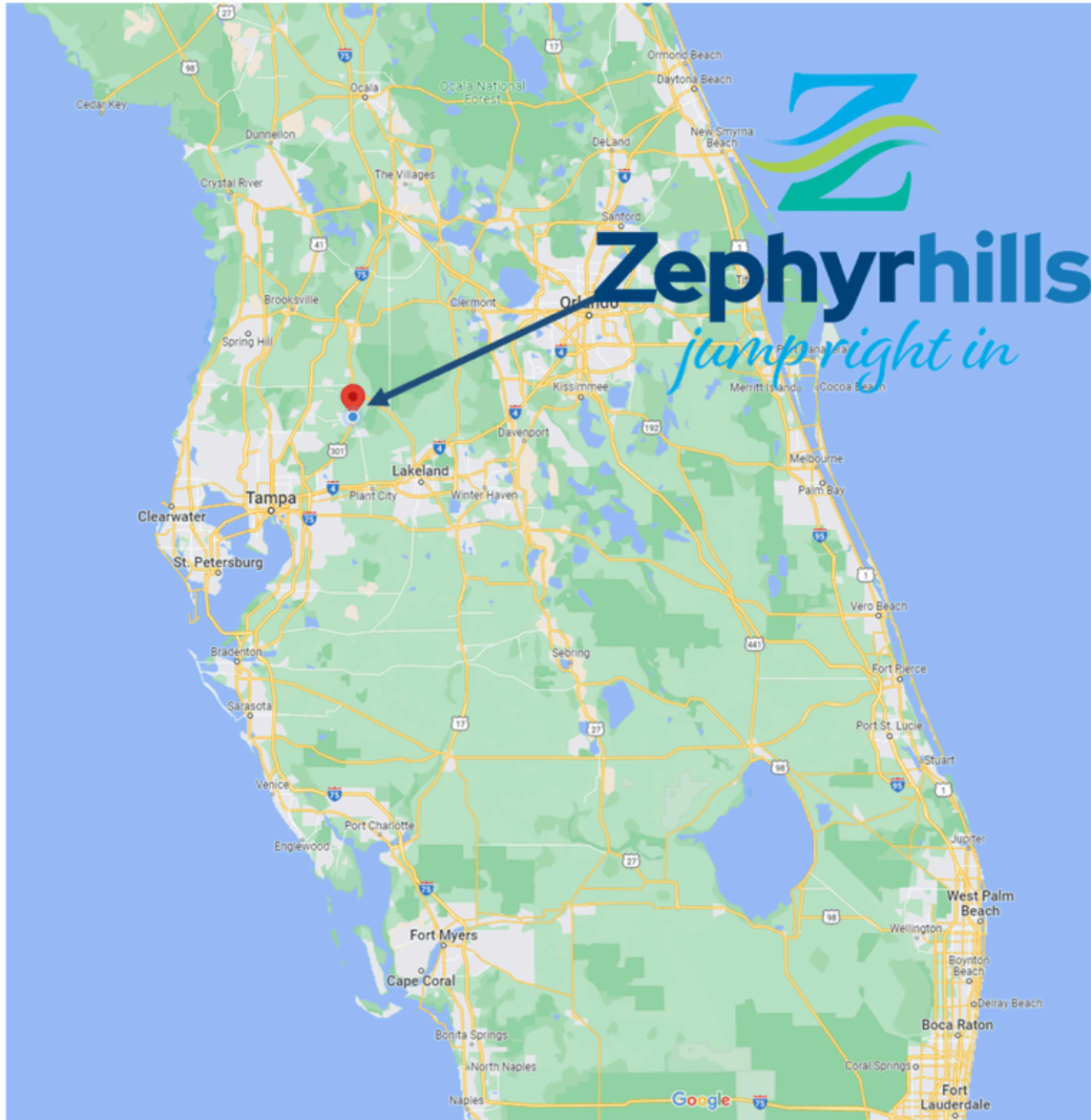
Finance Department	
Ted Beason	Jessica Carter
Finance Director	Assistant Finance Director

Organization Chart



City Overview

Zephyrhills is located in the scenic rolling hills, citrus groves and lake sections of Central Florida. It is in the southeastern part of Pasco County about midway north and south in peninsular Florida, 40 miles from the Gulf of Mexico, 45 minutes northeast of Tampa, 35 minutes from Lakeland, 75 minutes from St. Petersburg, and southwest of the famed Disney World near Orlando by 90 minutes driving time.



Governance

Founding: 1910

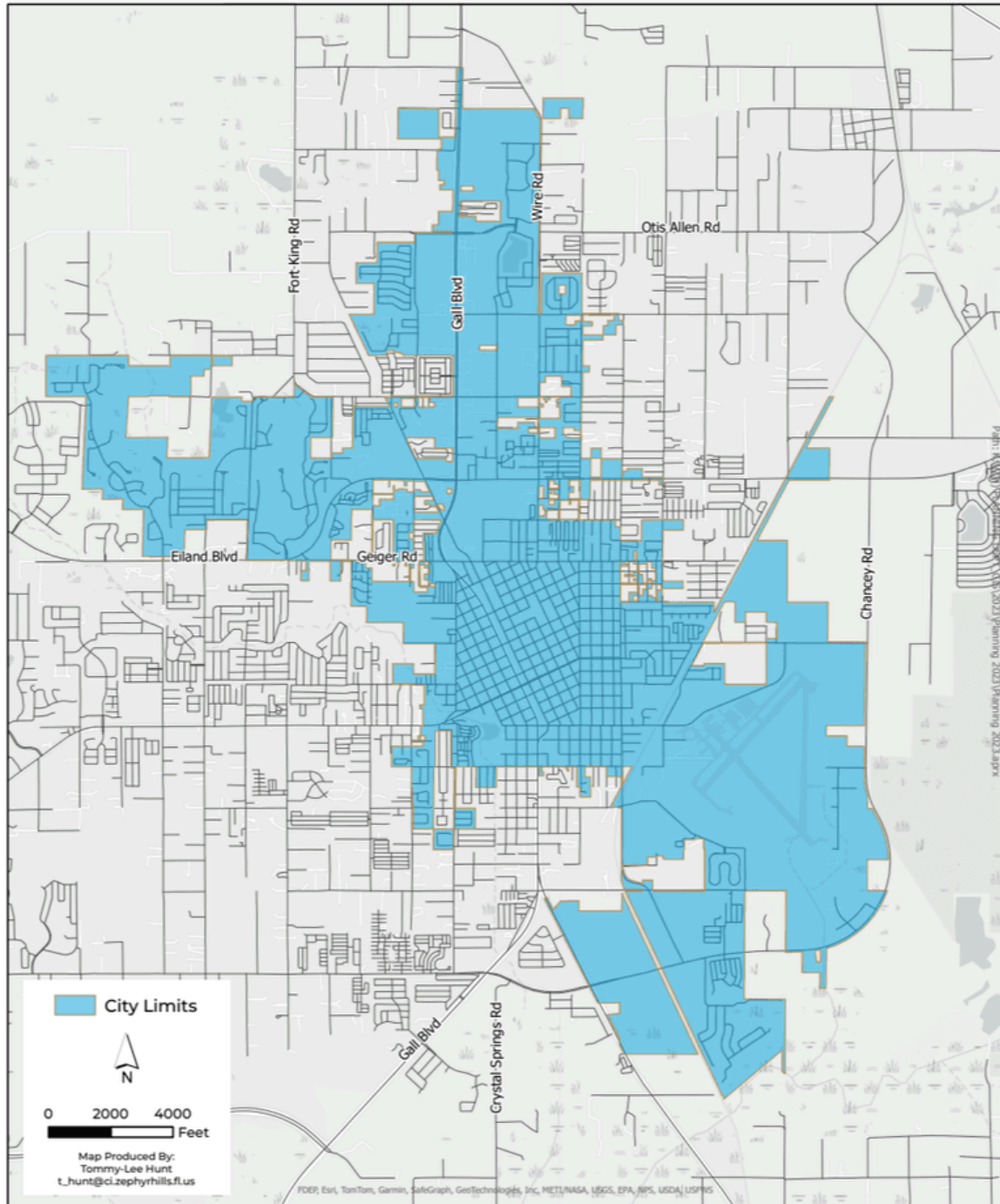
Date of Incorporation and Original Charter Adoption: 1914

Mayors Serving Zephyrhills since 1917: 21

City Managers Serving Zephyrhills since 1974: 8

Fiscal Year: October 1 - September 30

Form of Government: City Council - Manager



Contact Information

Website: www.ci.zephyrhills.fl.us

Address: 5335 8th Street, Zephyrhills, FL 33542

Phone: 813-780-0000

City Facilities

Facility	Address
City Hall	5335 8th Street
Oakside Cemetery	5301 1st Street
Library	5347 8th Street
Police	6118 8th Street
Airport	39450 South Avenue
Train Depot Museum	39110 South Avenue
City Yard	39421 South Avenue
Wastewater Treatment	39825 Alston Avenue

Historic Overview

Abbott Station

When Pasco County was formed in 1887, the site of Abbott forerunner of Zephyrhills was controlled by Simon J. Temple, who had purchased the land from Florida Railway and Navigation Corp. on November 11, 1886, paying \$1,026.69 for 280.74 acres. Abbott, named for a Dr. Abbott who ran a drug store and practiced medicine, was laid out for Temple and the plot recorded April 18, 1888. It became a voting precinct in 1893 and “Station” was added to the name in 1896 when the Seaboard Coast Line depot was built to facilitate the shipping of naval stores and lumber. In the early 1900’s the land was covered with virgin pine. Old-timers recall four operational phases, each of which left its imprint on the community. Successively, the pine trees were tapped for turpentine production, and then cut for lumber, the stumps uprooted and pushed out, and then the land seeded to pasture or set in citrus groves.

Zephyrhills

Captain H.B. Jeffries, a Civil War veteran from Pennsylvania, chose the Abbott Station location in December 1909, for a veteran colony because the land was high and fertile, there was an abundance of good water, and the area had no swamps, malaria or mosquitoes. While showing the countryside to prospective residents from the top of LeHeup Hill on historic Fort King Road, he overheard a chance remark about the rolling hills and Zephyr-like breezes. Impressed by the melodic combination, he coined the name “Zephyrhills” for this colony company which was founded January 1910.

On March 10, 1910, Abbott Station officially changed its name to Zephyrhills. The town was incorporated November 17, 1914, and on February 15, 1916, the charter granted by the Florida Legislature in 1915 was ratified at a meeting held in the Grand Army of the Republic (GAR) Hall – which now is the American Legion Hall – by a vote of 65 for and 12 against.

Detail Overview

Our Narrative

Nestled in the heart of Florida, Zephyrhills beckons with its warm embrace and a promise of endless adventures. From the moment you arrive, you're greeted with a sense of belonging that's as refreshing as a glass of the crystal-clear spring water that led it to be called the city of pure water. But Zephyrhills isn't just a place. It's an invitation to jump right in – to a world of natural beauty, vibrant community, heart-pounding skydiving experiences and thriving business opportunities.

Even more than the allure of its namesake springs—the area's rich history and natural oases have been drawing visitors and residents for generations. Families and friends gather in local parks to play and picnic, residents enjoy room to stretch out and enjoy their beautiful surroundings. Enduring legends and lore speak of the rejuvenating powers of this place, inspiring you to jump right in – to relax, explore and refresh.

But Zephyrhills isn't just about its environment – it's about the people who call it home. As you wander through the historic streets, you'll find yourself drawn to the welcoming atmosphere of small town living with ready access to all of the modern conveniences you need. The vibrant Main Street offers local shops, eateries, and gatherings each offering a unique taste of the community's character. With all this and fun, family-friendly events throughout the year, Zephyrhills beckons you to jump right in – to the heart of its close-knit community.

Beyond its natural beauty and sense of community, Zephyrhills presents a landscape of business potential. The town's strategic location provides ready access to major highways, combined with an in-town Municipal Airport that makes it a prime destination for entrepreneurs and investors alike. With space available, a growing population of new talent bringing their fresh ideas and ambition and a supportive local government, the path to success is as simple as – jump right in.

Zephyrhills has earned its place on the skydiving map too with its state-of-the-art facilities and a community of skydiving enthusiasts that's second to none. Skydive City, located at the heart of the airport, has become a hub for both seasoned jumpers and those taking their first leap. The thrill of freefalling over the stunning Florida landscape, with the Gulf of Mexico in the distance is an experience that is hard to put into words. From the rush of the freefall to the embrace of the skydiving community, this place embodies the spirit to jump right in—to the unknown with open arms and let your dreams take flight.

For those that prefer to remain on solid ground, the community delivers a wonderful park system for all to enjoy along with a bustling YMCA. Perhaps the crown jewel of sporting pursuits here is relative newcomer to the community, the Sarah Vande Berg Tennis Center. This world-class facility stands as a testament to Zephyrhills' commitment to sports and community. It is more than just a collection of courts; offering professional coaches and a welcoming atmosphere, it's a place where friendships are forged, victories are celebrated, and the love for sports is cherished.

The center offers the opportunity for tennis enthusiasts of all skill levels to jump right in—to the excitement of the game.

Whether you're considering a permanent move or just a visit, Zephyrhills offers a life where you can dive into a world of opportunities, both natural and professional. So, take a leap of faith into the vibrant tapestry of Zephyrhills. Let the flow wash away your worries, the community embrace you, and the business prospects propel you toward your dreams. In Zephyrhills, the sky's the limit, the people are warm, and the possibilities are endless.

Jump Right In.

Profile of the Government

The City of Zephyrhills, a municipal corporation of the State of Florida located in Pasco County, was initially incorporated on Nov. 17, 1914.

Zephyrhills is strategically located in Central Florida, along the I-4 corridor nestled between three large metropolitan cities: 30 miles northeast of Tampa, and 75 miles southwest of Orlando, and within 25 miles northwest of Lakeland.

Zephyrhills prides itself on its hometown charm of a warm, thriving, and welcoming community. With its network of highways, state roads, active rail lines, and municipal airport that run through the community, Zephyrhills provides the perfect location for all types of aviation, manufacturing, and distribution ventures.

In addition, Zephyrhills offers a business-friendly climate welcoming an assortment of small, family-owned and independent establishments.

Zephyrhills has a reputation as a proud, passionate community that offers safe walkable neighborhoods, charming historic districts, prideful local schools, and unique retail, dining and entertainment options.

The City's location, climate, natural resources, and sense of community have influenced the City's growth. Residents and visitors enjoy numerous year-round recreational opportunities, which results in the perfect blend of community and prosperity.

Zephyrhills citizens enjoy a full range of services including general government, airport, police, streets, parks and facilities management, planning, zoning, community redevelopment, code enforcement, and public library.

The City also provides water, wastewater treatment and solid waste as enterprise activities. Fire rescue services are contracted out through Pasco County, with two stations in the municipal limits. Electric, telephone, gas and cable television services are provided by franchisees. The City includes a dependent special district called the Community Redevelopment Agency.

City Structure

The City operates under the Council/Manager form of government.

A Mayor and five Council members are elected at large for a four-year term with no term limits, which constitute the governing body of the City with legislative authority. The Mayor and City Council serve as representatives of the electors of the City of Zephyrhills and are responsible for establishing the direction and policies of all affairs of the City.

Their primary duties include exercising legislative leadership and policy to promulgate the laws and ordinances of the City, approving an annual budget to provide for the needs and services of the City, setting policy and direction for the various functions of City government, and appointing citizens to serve on various advisory boards and committees.

The City Manager is the chief administrative officer of the City and responsible to the City Council for administration of all City affairs and performance of its municipal functions. The City Manager appoints, removes and determines compensation for the department heads and all other City employees, except those specified by the Charter.

Redevelopment

Although it functions within the City of Zephyrhills, the Zephyrhills Community Redevelopment Agency (CRA) is a separate and distinct legal entity. The Zephyrhills City Council also serves as the appointed board governing the Zephyrhills CRA.

The CRA encompasses approximately 501.6 acres in the historic downtown area, which includes the following core neighborhoods: Hercules, Historic Jeffries, Historic Abbott, Moore's Estate, Zephyr Lake, Oakside and Plaza, respectively.

The CRA is a dependent special district in which any future increases in property values are set aside in a Trust Fund to support economic development and redevelopment projects within the designated district.

CRA Boards do not establish policy for the city or county, they develop and administer a Master Plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people.

The CRA has certain powers the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended, after that time all tax revenues are retained by each taxing entity that contributed to the CRA Trust Fund.

Comprehensive Plan and Zoning Code

The City of Zephyrhills Planning Department advises the City Manager, City Council, the business community and the general public on general planning and regulatory development issues.

The Planning Department is committed to providing the community with high-quality, proactive services and programs to enhance the quality of life of the City's residents, businesses and visitors, and to promote a well-designed, sustainable, physically integrated, livable and economically diverse and prosperous community.

The Planning Department is in the process of updating the City's adopted 2025 Comprehensive Plan, referred to as PlanZephyrhills2035.

This City of Zephyrhills Comprehensive Plan takes a long view to envision the places where people will live, work, learn, play, socialize, maintain health, and preserve assets for the benefit of current and future generations.

The Comprehensive Plan looks out 10 years, at minimum, to identify and address needs, such as an adequate drinking water supply, and wants, such as spaces for arts, culture, and other leisure activities.

Local Economy

The City's very location – in the middle of an impressive framework of highways, rail lines, a major sea port and several airports just north of Tampa Bay and the I-4 corridor – makes it a desirable area to grow a business.

Additionally, the City also has passed ordinances meant to entice new businesses and industries with attractive incentives. The City boasts highly competitive prices for real property, previously-approved development parks and public facilities that meet the needs of the business community.

Leading industries in Zephyrhills include healthcare and social assistance, manufacturing, and retail trade. Among the top employers are Florida Medical Clinic, AdventHealth, Blue Triton Brands (formerly Zephyrhills Bottled Water Company), Morrow Steel, and Heyl Truck Lines, respectively.



BUDGET OVERVIEW

Executive Summary

Citywide revenues and expenditures at \$135.91 million are \$30.64 million more than the 2025 budget. A summary follows with details provided at the Fund level.

Personnel Services – The 2026 budget funds a 6% increase on October 1 for all non bargaining unit employees and a 8.5% increase for health insurance. With the 8.5% health insurance increase and a salary increase to all employees, the City’s personnel increased 7.87% from \$19,183,608 in Fiscal Year 2025 to \$19,735,948 in 2026. The City overall position count can be found under the Personnel Summary.

Operating Expenditures – This category increased 5.24% from \$12,244,862 to \$12,922,379. The property & casualty insurance was increased by 20% to create an Internal Service Fund.

Capital Outlay – The budgeted appropriation in this category increased from \$51,542,612 to \$69,867,917. Significant projects for FY2026 include City Yard Redesign \$27,926,314, Hot Spot Improvements \$2,000,000, Sidewalks and Trails \$1,200,000 and Zephyr Park Improvements \$16,000,000. A complete list of capital outlay is located under Capital Improvements.

Debt – Total budgeted debt service payments increased by \$1,239,545 from \$2,860,179 to \$4,099,724. Debt Service includes the annual payments on the state revolving fund loans used to build the wastewater treatment plant which matures in 2028 and 2040, AWT upgrade which matures in 2043, Reclaimed Water Line which matures 2043; the annual payment for the City hall loan which has a final payment in 2032; and the loan on our AMI Metering System/Software, which has a final payment in 2026. New debt service acquired in FY 2026, \$31 million in bonds to finance the City Yard Redesign, Zephyr Park Improvements and Alice Hall Improvements.

Contributions – This category decreased from \$2,214,500 to \$440,000. One contributing factor to this decrease is the removal of the economic development grants in place for new businesses Bauducco and MiTek.

GENERAL FUND

The General Fund budget increased \$35,765,494 from \$21,609,084 to \$57,374,579. This is a result of the 6% increase on October 1 for all non bargaining unit employees and a 8.5% increase for health insurance. A 20% increase in property & casualty insurance premium and \$26,214,367 is capital improvements. This includes the approval of 1 new full time position.

Revenues

Ad Valorem Tax – The City’s gross taxable value increased from \$1,574,329,562 at prior year final certification to \$1,783,872,087 – an increase of \$209,542,525. Budgeted ad valorem taxes increased by \$1,244,159 to \$10,591,741, the millage rate remained the same at 6.2500.

The millage rate remained the same at 6.2500 mills, which is more than the rolled-back rate of 6.0848 mills per \$1,000 assessed property value. Property values are based on the market at the end of 2024. The City of Zephyrhills has an optimistic outlook for the future. The following table provides a recap of millage levied for the past six years.

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Millage Rate						
(Mills per \$1,000)	6.3500	6.3500	6.2500	6.2500	6.2500	6.2500

The Fiscal Year 2025-2026 budgeted revenues include \$13,298,436 of unspent fund balance carried forward from Fiscal Year 2024-2025.

Expenditures

With a percentage increase of 6% increase on October 1 for all non bargaining unit employees, a health insurance increase of 8.5%, personnel costs increased 6.3% from \$13,331,034 to \$14,227,607. Operating expenditures decreased \$501,615 from \$5,810,883 to \$5,303,268 due to property & casualty insurance premiums being expended out of the new Internal Service Fund.

SPECIAL REVENUE FUND

The Special Revenue Fund contains the budget for all City gas taxes, Penny for Pasco which is the 7th penny per dollar of sales tax charged in Pasco County, American Rescue Plan Act funds and awarded State Appropriation funds. All of these funds have restrictions on how they may be expended. Neither funding source may be used to cover personnel services costs. Allowable use for operating costs is very limited. Mostly, these funds may be used for capital projects or debt related to capital projects. More information on capital projects is available under the Capital Outlay in the back of the budget book.

CRA FUND

The Community Redevelopment Area (CRA) Fund was established in 1998 and is funded through tax increment financing. The dollar value of all real property in the original Community Redevelopment Area was determined as of 1998, also known as the "frozen value". In 2012, the Community Redevelopment Area district was enlarged. The dollar value of the expansion area was determined as of 2012 and frozen. The City and the County continue to receive property tax revenues based on the frozen value. These frozen value revenues are available for general government purposes. However, any tax revenues from increases in real property value, referred to as "tax increment," are deposited into the Community Redevelopment Agency Fund and dedicated to the redevelopment area. Property values are increasing in the CRA, resulting in increased revenue for the Community Redevelopment Agency.

IMPACT FEE FUND

The Impact Fee Fund contains the budget for all impact fees collected by the City except for Water and Wastewater capacity fees. The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees. Several capital projects have been budgeted to be paid from impact fee funds. More information is available in Capital Outlay in the back of the budget book.

UTILITY CAPACITY FEE FUND

The Utility Capacity Fee Fund was created in Fiscal Year 2011-2012 to separately account for capacity fees – or connection fees - related to the City's Utility Fund. These funds may be used to pay for projects related to growth or added capacity and may be used to pay debt on projects related to growth or added capacity. Wastewater connection fee reserves have been budgeted toward wastewater treatment plant debt and water connection fee reserves have been budgeted for qualified water capital projects. More information is available at the back of the budget book in Capital Outlay.

ENTERPRISE FUND – UTILITY FUND

Utility Fund Fiscal Year 2025-2026 expenses increased by \$7,285,370 or 21.15% over Fiscal Year 2024-2025. The major impact on this year's budget was the increase in capital projects. Capital projects include City Yard Building \$11,551,129; Meter & Backflow Replacement \$1,710,000 and Digester Rehab \$1,000,000.

Revenues: Charges for Services revenues are budgeted to increase by 3% over last year's budget with an approved utility rate ordinance that goes into effect on October 1.

Expenses: With a 6% increase on October 1 for all non bargaining unit employees and a 8.5% increase for health insurance contributed to the \$423,998 or 11.43% increase in budgeted personnel services costs. Operating expenses have decreased by \$274,683 or 6.44%, this is due to property & casualty insurance premiums being expended out of the new Internal Service Fund. Capital purchases and projects, which increased by \$6,595,129, are detailed following each division's line item budget and located under Capital Improvements. Debt service increased \$367,816 or 14.07% to include the repayment of the new bond financing.

ENTERPRISE FUND – AIRPORT FUND

The Airport Fund budget decreased from \$20,588,594 to \$2,571,640 because of the decrease in state grants and appropriations and capital projects.

Revenues: Charges for Services revenues are budgeted \$64,437 or 3.18% less than the previous year. This is primarily due to a projected decrease in airport rentals, leases and fuel sales.

Expenses: Airport personnel costs increased with a 6% increase on October 1 for all non bargaining unit employees and a 8.5% increase for health insurance. Operating costs have decreased by \$111,989 or 42.94%. This is due to property & casualty insurance premiums being expended out of the new Internal Service Fund. Capital Outlay has decreased by \$16,665,000, many projects have been started in FY 2025 and will carry forward into FY 2026. More detail on Airport capital projects is located under Capital Improvements.

ENTERPRISE FUND – SANITATION FUND

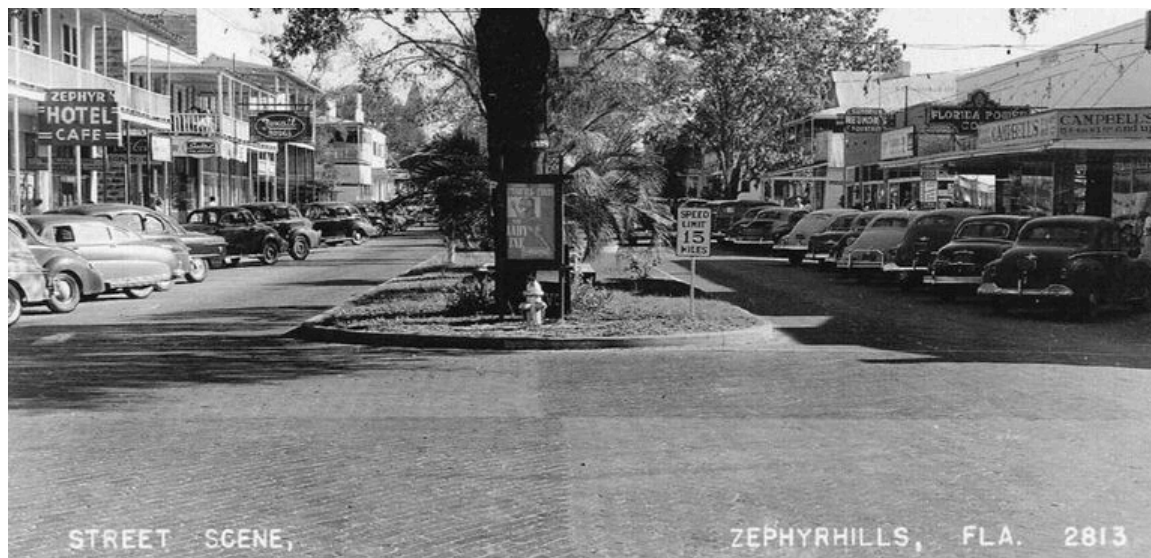
The Sanitation Fund reflects a \$3,718,199 or 48.5% increase in expenses for a total 2025-2026 annual budget of \$7,665,386.

Revenues: Charges for Services revenues increased \$148,320 based on an 2.5% increase in rates tied to the consumer price index and new growth in newly constructed living units.

Expenses: Personnel costs increased with a 6% increase on October 1 for all non bargaining unit employees and a 8.5% increase for health insurance. Budgeted operating expenses decreased from \$874,905 to \$865,400. Capital outlay increased from \$1,110,500 to \$4,884,818 as the city is purchasing a 30CY side loader garbage truck, 15CY side loader garbage truck, body & packer replacements, currotto can, hydraulic cylinders, mig welder, new SUV, new skid steer, 24ft trailer and 65 gallon recycling carts.

INTERNAL SERVICE FUND

The Internal Service Fund was created in Fiscal Year 2025-2026 to manage all self-insurance liability coverage for the City including payment of general and automobile liability claims. This program accounts for the operation of the Risk Management Department, payment of claims, and costs associated with defending claims against the City. Revenues for the Internal Service Fund are received from other funds in the form of operating transfers to ensure stability of reserves and to fully cover the projected operating expenditures of the Self-Insurance Program.



Budget Process

Budget Review and Adoption: The Budget process is a year-long event. The budget for the fiscal year is implemented beginning **October 1** and runs through the fiscal year ending **September 30**. Each year, generally in **December and January**, the City prepares its Audited Financial Statements, which is audited by a firm of independent certified public accountants. These Statements provide the results of the prior year, including comparisons of actual revenues and expenditures to budgeted revenues and expenditures, a form of monitoring budget compliance.

Production of the budget numbers begins in **April and May** with the preparation of the individual department's operating budget and capital outlay requests, while the Finance Director completes preliminary revenue estimates. Capital outlay requests undergo a vigorous review. In **June and July**, the City Manager and Finance Director begin an extensive review process with the respective departments and revise the budget accordingly. At the same time, the Finance Director finalizes revenue estimates and recommends budget revisions to the City Manager.

No later than **July 1**, the County Property Appraiser provides an assessment of the value of all property to the City. Also no later than **August 4**, based on the Property Appraiser's preliminary numbers, the City Council approves the millage certification including tentative millage rate, rolled-back rate, and date, time, and place for the September public hearings and provides budgetary guidance. The tentative millage rate and hearing data is provided to the County Property Appraiser for distribution to City property owners. Upon the City Manager's review and approval, the Finance Director compiles the proposed budget. Budget workshops are held during **August** to discuss and refine the proposed budget. During **September**, in accordance with the timing specified in Florida Law (F.S. 200.065), the budget is adopted at a series of two public hearings. At the same public hearings, ad valorem millage rates required to fund the budget are adopted. The public is invited and encouraged to attend and participate in all work sessions and public hearings.

Budgetary Control: The budget process allows for amendments during the year as conditions warrant. The City Council is authorized to make such changes to the budget as it deems necessary for the proper and economical operation of the City. If, at any time during the fiscal year, the City Manager recommends the re-appropriation of funds not needed for the purpose for which they were appropriated, or the appropriation of any unappropriated cash surplus, the City Council may appropriate such funds to any municipal purpose. An amendment may be initiated by the Finance Director, reviewed and approved by the City Manager, and submitted to the City Council for consideration. With the City Council approval, the fund appropriations are realigned. In addition, the enabling legislation allows the City Manager or Finance Director to transfer part or all of any encumbered appropriated balance among programs and/or broad characters within an operating fund. Department directors are authorized to move funds within broad characters of its respective divisions and between the same broad characters of divisions in the same fund. Transfers between broad characters or departments must be approved by the City Manager. Transfers may not be made between funds.

Budgetary Basis: Budgets for funds that have formal budgetary integration are prepared in accordance with generally accepted accounting principles. This includes an original appropriation ordinance and any other budget amendments adopted by the City Council. Appropriations for these funds lapse at the end of each fiscal year.

Budgets for governmental funds are adopted using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available. Expenditures are recognized in the period in which the fund liability is incurred (except matured interest on general long-term debt, which is recognized when due). While budgets for the proprietary fund types are not required by generally accepted accounting principles (GAAP) or by state or local law, they are adopted using the modified accrual basis of accounting to provide for comparability with the other funds.

Accounting and Financial Policies

Basis of Presentation: The City's accounts are organized by funds or account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for in separate self-balancing accounts which comprise its assets and other debits, liabilities, fund equities and other credits, revenues, and expenditures or expenses. Government resources are allocated to and for individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds and account groups are reported by generic classification within the budget and other financial statements.

Basis of Accounting and Measurement Focus: Basis of accounting refers to the point revenues and expenditures are recognized in the accounts and relates to the timing of the measurements, regardless of the measurement focus applied. All governmental funds are accounted for using the modified accrual basis of accounting. Their revenues are recognized in the period in which they become susceptible to accrual; i.e., when they become measurable and available to pay liabilities of the current period. Ad valorem taxes, special assessments, and charges for services are susceptible to accrual when collected in the current year or within 60 days subsequent to year-end; provided that amounts received pertain to billings through the fiscal year just ended. Intergovernmental revenues, which include state revenue sharing allotments, local government one-half cent sales tax, and county-shared revenue, among other sources, are recorded in accordance with their legal or contractual requirements if collected in the current period or within 60 days after year-end. Interest is recorded when earned. Other miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include principal and interest on long-term debt which is recognized when due.

Enterprise funds are accounted for using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred. Unbilled utility service receivables are estimated and recorded at year-end. Fees collected in advance of the period to which they apply are recorded as deferred revenue.

Budget Accounting: State of Florida Statutes requires that all municipal governments establish budgetary systems and approve annual operating budgets. Budgets are adopted consistent with generally accepted accounting principles. The City adopts a non-appropriated operating budget for enterprise funds substantially consistent with generally accepted accounting principles. All appropriations lapse at fiscal year-end unless specifically designated to be carried forward.

Cash and Investments: Cash and investments of each fund, except certain investments in the debt service and enterprise funds, are accounted for in pooled cash and investment accounts with each fund maintaining its proportionate equity in the pool accounts. The use of a pooled cash and investments account enables the Council to invest idle cash for short periods of time, thereby maximizing earnings potential. Income earned from pooling cash and investments is allocated to the respective funds based upon average monthly proportionate balances. The funds are diversified; invested in U.S. Treasury Securities and Agencies, CDs, local government pools, and money market accounts.

Capitalization Threshold: This budget has been prepared with a capitalization threshold of \$5,000.

Interfund Transactions: During the course of normal operations, it is necessary for the City to enter into interfund transactions among its various funds. These transactions consist of one or more of the following types:

- Payments from a fund responsible for the expenditures or expenses to a fund that initially paid the cost to provide a service.
- Operating transfers in and out, as appropriate, for all interfund transactions that are shown as other financing sources or uses.
- All other outstanding balances between funds are reported as "due to/from other funds."

Financial Structure

The City of Zephyrhills utilizes a **fund structure**, whereby a fund is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, which are segregated for the purpose of conducting specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Funds are divided into various types according to the legal restrictions imposed upon them or by their uses. The following fund structure is contained in the budget:

Governmental Funds: Governmental Funds are accounted for on a “spending” or “financial flow” measurement focus. Accordingly, the budgeted fund balances provide an indicator of available, spendable resources.

General Fund - The general fund of a government unit serves as the primary reporting vehicle for current government operations including Police, Fire, Public Works, Library, Planning, Building, Finance and Administration. The general fund accounts for all current financial resources not required by law to be accounted for in another fund.

Special Revenue Funds - The special revenue funds account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes other than debt service or capital projects. This budget contains four Special Revenue Funds: Special Revenue Fund, CRA Fund, Impact Fee Fund and Utility Capacity Fee Fund.

Proprietary Funds: Proprietary Funds are accounted for on a cost of services or “capital maintenance” measurement focus. Accordingly, assets, liabilities, and net assets included on their balance sheet, and operating statements provide an indication of the economic net worth of the fund.

Enterprise Funds - The enterprise funds account for operations that are financed and operated in a manner similar to private business enterprises. Enterprise Funds budgeted and included in the document are: Utility Fund, Airport Fund and Sanitation Fund.

Internal Service Funds - The Internal Service Fund was created to manage all self-insurance liability coverage for the City including payment of general and automobile liability claims. This program accounts for the operation of the Risk Management Department, payment of claims, and costs associated with defending claims against the City.



Revenue Forecast Methodology

A balanced budget is presented for each of the City's funds. Revenues are estimated, and fund balance is appropriated only to the extent that appropriations exceed estimated revenues. The purpose of detailing forecast methodologies for revenues is to determine the validity of the forecast over time and to utilize the information in making future forecasts.

Revenues are classified pursuant to the uniform classification of accounts prescribed by the State Comptroller's office. The following information provides a fund-by-fund basis for major revenues forecasted in the Fiscal Year 2024-2025 budget:

General Fund

Ad valorem property tax – The specific formula used to budget ad valorem tax revenues is to multiply the approved millage rate of 6.25 per \$1,000 by the aggregate assessed property value (as certified by the County Property Appraiser) less 5%.

$$(1,783,872,087 \times 6.25/1000) \times 95\%$$

The 2025 property value estimate of \$1,783,872,087 represents an increase of \$209,542,525 or 11.75% over the 2024 final taxable value of \$1,574,329,562. The increase can be attributed to the continued strength of the area's real estate market. The values are based on the market at the end of 2024. The millage rate has remained the same at 6.25 mills and is 2.71% more than the rolled-back rate as established by the Florida Legislature.

Service and Business Taxes – The analysis of recent trends in this revenue source category indicates revenues have been relatively stable compared to last year.

Permits, Fees & Special Assessments - Includes building and utility permits, development review fees, franchise fees, and other local permits all of which have dropped. Franchise fees from electric and gas utilities are included in this category and remained relatively stable over the past five years.

Intergovernmental Revenues - Includes federal, state, and local grant revenue. State Shared Revenues include cigarette tax, half-cent sales tax, and alcoholic beverage licenses.

Charges for Services - Includes payment in lieu of taxes, certification and copy of City documents and records, sale of official maps and publications, recording, inspection, and other user charges.

Fines and Forfeitures - Includes court fines, traffic violations, parking tickets, false alarms, library fines, and other penalties. These estimates are developed from historical data trends, which remain relatively constant from year to year.

Miscellaneous Revenues - Includes interest on investments, rents, sales of surplus property, insurance proceeds from lost or destroyed property, refunds, contributions, and revenues that are not more properly recorded in other classifications. The revenues in this category are examined based on economic conditions and use a variety of methods to develop good estimates.

Transfers - Includes interfund transfers and administrative overhead allocation charges. Overhead allocations are based on the equitable share of goods and services provided by one City department for another.

Cash Balance Carry Forward – This budgeted item represents a source of revenue previously accumulated in the fund.

Special Revenue Fund

Penny for Pasco – This tax is to be utilized for non-personnel related and non-operating costs such as, but not limited to, the construction costs of renovations, additions or new construction of various government facilities of diverse types and uses; public safety capital assets such as police cars and fire engines; City drainage projects; and City park enhancements or additions. Financing is provided through a local option sales surtax and the interest revenue earned. Voters renewed this local option sales tax slated to expire in late 2039 for an additional 15 years. The current '1 penny' local option sales tax expires in December of 2039.

Intergovernmental Revenues - Includes state and county shared revenues such as the City's share of state collected motor fuel taxes. Historical trend analysis is used in conjunction with state forecasts. The City anticipates and has budgeted for a significant drop beginning Fiscal Year 2014-2015 in County Gas Taxes due to action taken by the County. This may significantly impair the City's ability to fund road maintenance projects.

CRA Fund

Community Redevelopment Agency – The Zephyrhills Community Redevelopment Agency was formed as a special district by Council Resolution number 437 adopted March 9, 1998. This special district is fully dependent on the City and its funding and expenditures. Declining property values have adversely impacted funds available for the Community Redevelopment Agency. The district was enlarged in 2012 to include midtown (US 301 corridor).

Impact Fee Fund

Impact Fees - The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees.

Utility Capacity Fee Fund

Utility Capacity Fees - May be used to pay Utility Fund debt and used for capital projects related to growth. The City's development activity remains strong.

Enterprise Funds

Charges for Services – Are designed to recover the cost of City services provided to customers. In addition to day to day operating costs, rates are designed to include the costs of maintaining and/or replacing system infrastructure. The projections are calculated by assessing current consumption, adjusting to match historic trend analysis and allowing for changes in assumptions based on growth, fees, and rate increases. Annexations of property with customers in the utility area outside the City have a negative effect on water and sewer revenue, but generate additional revenue for the Sanitation and General Funds.

Utility Fund

A water and wastewater rate study presented to City Council during Fiscal Year 2016-2017 revealed that the City charges the second lowest rates in the area and recommended rate increases be enacted over the next five (5) years. Adequate rates must be charged to ensure costs are covered, system deterioration is prevented and bond covenants are met. The City's citizens can continue to enjoy some of the lowest rates in the area.

Airport Fund

Revenue estimates are developed from historical data trends, which remain relatively constant from year to year. Revenues are primarily from rents, service fees, and fuel sales.

Sanitation Fund

Revenue estimates are developed from historical data trends, which remain relatively constant from year to year. Annexations and a strong rate increase tied to the Consumer Price Index (CPI) have contributed to a substantial increase in budgeted operating revenue.

Internal Service Fund

The Internal Service Fund was created in Fiscal Year 2025-2026 to manage all self-insurance liability coverage for the City including payment of general and automobile liability claims. This program accounts for the operation of the Risk Management Department, payment of claims, and costs associated with defending claims against the City. Revenues for the Internal Service Fund are received from other funds in the form of operating transfers to ensure stability of reserves and to fully cover the projected operating expenditures of the Self-Insurance Program.

Total Budget Summary

BUDGET SUMMARY CITY OF ZEPHYRHILLS - FISCAL YEAR 2025-2026 THE PROPOSED OPERATING BUDGET EXPENDITURES OF CITY OF ZEPHYRHILLS ARE 5.6% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund	6.2500								
ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE FUND	CRA FUND	IMPACT FEES FUND	UTILITY CAPACITY FEES FUND	ENTERPRISE FUNDS	INTERNAL SERVICE FUND	TOTAL ALL FUNDS	
Taxes: Millage per \$1,000									
Ad Valorem Taxes	6.2500	10,591,741	1,727,812					12,319,553	
Sales and Use Taxes		3,826,690	5,087,634					8,914,324	
Utility Service Taxes		3,122,930		1,017,000	1,380,000			5,519,930	
Permits, Fees & Special Assessments		140,300				18,711,509	1,394,580	20,246,389	
Charges for Services		2,444,955	3,500,000			3,547,281		9,492,236	
Intergovernmental Revenue		50,000						50,000	
Fines & Forfeitures		500,967	355,000	101,000	155,000	672,000		1,808,967	
Miscellaneous Revenue									
TOTAL SOURCES	\$20,677,583	\$8,942,634	\$1,828,812	\$1,172,000	\$1,405,000	\$22,930,790	\$1,394,580	\$58,351,399	
Debt Proceeds	17,214,367					10,061,947		27,276,314	
Transfers In	2,114,064					6,890,030		8,904,094	
Fund Balances/Reserves/Net Assets	17,368,565	4,518,954	2,074,410	7,511,732	5,000,000	5,005,912		41,479,573	
TOTAL REVENUES, TRANSFERS & BALANCES	\$57,374,579	\$13,461,588	\$3,903,222	\$8,683,732	\$6,405,000	\$44,688,679	\$1,394,580	\$135,911,380	
EXPENDITURES									
General Government	6,027,129		1,225,942				1,394,580	8,647,651	
Public Safety	9,023,825	242,500						9,266,325	
Physical Environment	1,013,252					9,867,008		10,880,260	
Transportation	1,428,766					879,922		2,308,688	
Culture & Recreation	2,277,903							2,277,903	
Debt Service	679,353	589,794				2,830,577		4,099,724	
TOTAL EXPENDITURES	\$20,450,228	\$832,294	\$1,225,942	-	-	\$13,577,507	\$1,394,580	\$37,480,551	
Capital Outlay	26,592,758	10,397,712	2,669,000	4,500,000		25,425,947		69,585,417	
Transfers Out	744,331		8,280		6,405,000	3,041,063		10,198,674	
Fund Balances/Reserves/Net Assets	9,587,262	2,231,582	4,183,732			2,644,162		18,646,738	
TOTAL APPROPRIATED EXPENDITURES	\$57,374,579	\$13,461,588	\$3,903,222	\$8,683,732	\$6,405,000	\$44,688,679	\$1,394,580	\$135,911,380	
TRANSFERS, RESERVES & BALANCES									

THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE REFERENCED TAXING AUTHORITY AS A PUBLIC RECORD.

Total Budget Summary by Object

Projected Total Revenues

\$135,911,380

▲ \$30,644,878 vs. 2025

Projected Total Expenditures

\$135,911,380

▲ \$30,644,878 vs. 2025

Projected Surplus

\$0

Projected Surplus

Revenues

Budget Carry-Over	\$41,479,573
Debt Proceeds	\$27,276,314
Charges for Services	\$22,302,062
Shared Revenues	\$14,722,484
Ad Valroem Taxes	\$12,319,553
Transfers In	\$1,748,421
Permits, Fees, and Special Assessments	\$5,554,930
Sales and Use Taxes	\$4,858,386
Utilities Service Taxes	\$3,826,690
Interest Earnings	\$1,205,000
Miscellaneous Revenues	\$567,967
Fines and Forfeitures	\$50,000
TOTAL	\$135,911,380

Expenditures

Capital Outlay	\$69,867,917
Personnel Services	\$19,735,948
Budgeted Reserves	\$18,646,738
Operating Expenditures	\$12,922,379
Transfers Out	\$10,198,674
Debt Service	\$4,099,724
Grants & Contributions	\$440,000
TOTAL	\$135,911,380

PERSONNEL SUMMARY

Personnel Summary

General Fund

Administration

Pay Grade	Position	FY 2024	FY 2025	FY 2026
	City Manager *	1	1	1
Z-167	City Clerk *	1	1	1
Z-159	Deputy City Clerk	1	0	0
Z-161	Public Information Officer *	1	1	1
Z-160	Main Street Event Coordinator	1	1	1
Z-156	Assistant City Clerk	0	1	1
Z-150	Intern PT	1	0.5	0.5
Total		6	5.5	5.5

Finance

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	Finance Director *	1	1	1
Z-166	Assistant Finance Director *	0	1	1
Z-163	Finance Supervisor *	1	0	0
Z-157	Purchasing Agent	1	1	1
Z-157	Accounting Specialist	1	1	1
Total		4	4	4

Human Resources

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	HR/Risk Management Director *	1	1	1
Z-162	Human Resources Coordinator	1	1	1
Z-156	Human Resources Assistant	1	1	1
Z-150	Human Resources Clerk (PT)	0	0.5	0.5
Total		3	3.5	3.5

Planning

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	Planning Director *	1	1	1
Z-166	Principal Planner *	1	1	1
Z-160	GIS Technician/Community Planner	1	1	1
Z-159	Community Planner	1	1	1
Z-153	Planning Support Specialist	1	1	1
Total		5	5	5

Information Technology

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	IT Director *	1	1	1
Z-164	IT Systems Administrator	1	1	1
Z-159	IT Specialist	1	2	2
Total		3	4	4

Police

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-173	Police Chief *	1	1	1
Z-169	Police Lieutenant *	2	2	2
P-2	Police Sergeant	5	5	5
Z-153 - P-1	Detective/Patrol Officer/K-9/Trainee	37	39	39
Z-156	Executive Assistant	1	1	1
Z-154	Crime Scene Technician	1	1	1

Z-158	Crime Analyst	1	1	1
Z-153	Certified Evidence Specialist	1	1	1
Z-154	Building Maintenance Specialist II	1	1	1
Z-150	Records Clerk	2	2	2
Total		52	54	54

Public Safety Operators

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-158	Public Safety Supervisor	1	1	1
Z-154	Public Safety Operator	9	6.5	6.5
Total		10	7.5	7.5

Building and Code Enforcement

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-171	Building Official *	1	1	1
Z-164	Deputy Building Official	1	1	0
Z-161	Senior Building Inspector	0	1	1
Z-161	Fire Inspector	1	1	1
Z-159	Public Safety Inspector	1	1	1
Z-158	Code Enforcement Officer	2	2	2
Z-155	Senior Code Support Specialist	1	1	1
Z-153	Code Support Specialist	1	1	2
Total		8	9	9

Library

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-168	Library Director *	1	1	1
Z-162	Assistant Library Director *	1	1	1
Z-153	Senior Circulation Clerk	1	1	1
Z-150	Circulation Clerk	2	3	3
Total		5	6	6

Fleet Maintenance

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-163	Fleet Superintendent *	1	1	1
Z-158	Fleet Maintenance Foreman	1	1	1
Z-156	Senior Maintenance Mechanic	2	2	2
Total		4	4	4

Streets

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	Public Works Director *	1	1	1
Z-163	Streets & Stormwater Superintendent *	1	1	1
Z-158	Streets Foreman	1	1	1
Z-155	Sign Technician	1	1	1
Z-151 to Z-156	Heavy Equipment Operator (I, II, or III)	5	5	5
Total		9	9	9

Parks and Facilities Management

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-163	Parks & Facilities Superintendent *	1	1	1
Z-159	Environmental Specialist	1	1	1
Z-158	Parks Foreman	1	1	1
Z-155	Horticultural Specialist	1	1	1
Z-154	Building Maintenance Specialist II	2	2	2
Z-151 to Z-155	Parks Maintenance Worker (I, II, or III)	9	11	11

Total	15	17	17
Total General Fund	124	128.5	128.5

Community Redevelopment Agency Fund

Community Redevelopment Agency

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-168	Community Redevelopment Agency Director *	1	1	1
Total		1	1	1
Total Community Redevelopment Agency		1	1	1

Utility Fund

Utility Admin

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-172	Utilities Director *	1	1	1
Z-156	Executive Assistant	1	1	1
Total		2	2	2

Utility Billing

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-157	Utility Billing Supervisor	1	1	1
Z-152	Senior Customer Service Representative - Utility Billing	1	1	1
Z-153	Utility Billing Specialist	1	1	1
Z-150	Customer Service Representative - Utility Billing	4	4	4
Total		7	7	7

Water

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-164	Water Superintendent *	1	1	1
Z-158	Water Foreman	1	1	1
Z-151 to Z-162	Water Plant Operator (A, B, C or Trainee)	3	3	3
Z-158	Meter Foreman	1	1	1
Z-151 to Z-155	Utilities Service Worker (I, II or III)	6	8	8
Z-151 to Z-153	Meter Reader (I or II)	1	2	2
Total		13	16	16

Wastewater

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-164	Wastewater Superintendent *	1	1	1
Z-163	Chief Wastewater Plant Operator *	1	1	1
Z-151 to Z-162	WWTP Operator (A, B, C or Trainee)	5	5	5
Z-161	Electrical Instrumentation Technician	1	1	1
Z-159	SCADA Specialist	1	1	1
Z-158	Wastewater Foreman	1	1	1
Z-157	F.O.G. Inspector	1	1	1
Z-151 to Z-153	Utilities Service Worker (I, II or III)	7	10	10
Total		18	21	21

Total Utility Fund	40	46	46
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Airport Fund

Airport

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-171	Airport Manager *	1	1	1
Z-158	Airport Operations Foreman	1	1	1
Z-156	Executive Assistant	1	1	1
Z-151 to Z-155	Airport Maintenance Specialist (I, II or III)	3	4	4
Total		6	7	7
Total Airport Fund		6	7	7

Sanitation Fund**Sanitation**

Pay Grade	Position	FY 2024	FY 2025	FY 2026
Z-163	Sanitation Superintendent *	1	1	1
Z-158	Sanitation Foreman	1	1	1
Z-156	Senior Maintenance Mechanic	1	1	1
Z-156	Executive Assistant	1	1	1
Z-153 to Z-154	Sanitation Driver/Assistant Sanitation Driver	6	7	8
Z-151	Sanitation Worker I	2	2	2
Total		12	13	14
Total Sanitation Fund		12	13	14
Total City of Zephyrhills Personnel		183	195.5	196.5

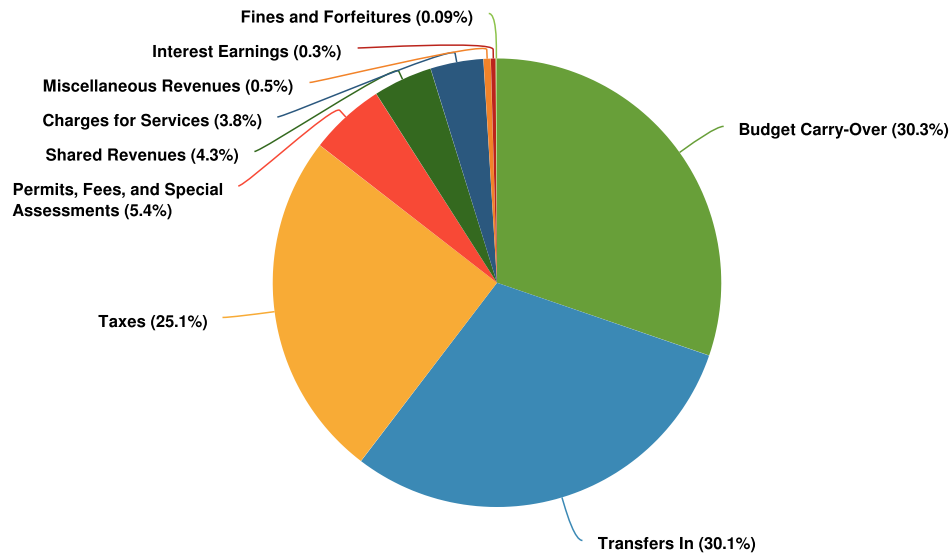
DEPARTMENTS

General Fund



General Fund
Org Code: 0100*

General Fund - Revenues by Source

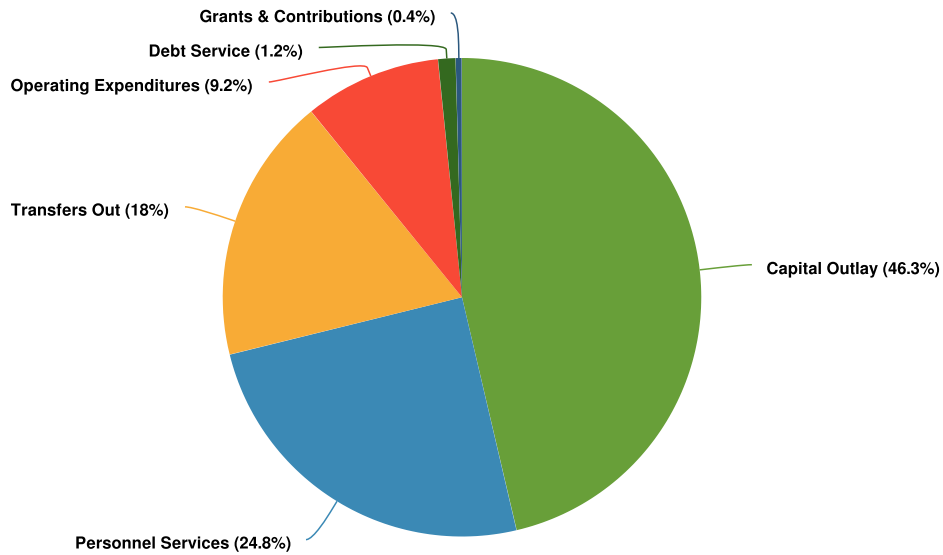


Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	01000300-300100	\$500,000	\$13,298,436
Budget Carryover	01010300-300100-	\$4,107	\$0
Budget Carryover	01040300-300100	\$55,611	\$0
Budget Carryover	01100300-300100	\$0	\$4,010,411
Budget Carryover	01147100-300100	\$53,516	\$59,718
Total Budget Carry-Over:		\$613,234	\$17,368,565
Taxes			
Ad Valorem Taxes			
Property Taxes	01000311-311000-	\$9,312,497	\$10,591,741
Total Ad Valorem Taxes:		\$9,312,497	\$10,591,741
Utilities Service Taxes			
Utility Tax Electric	01000314-314100	\$2,520,768	\$2,667,950
Utility Tax Propane	01000314-314800-	\$20,000	\$25,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Communications Service Tax	01000315-315000-	\$1,012,949	\$1,050,740
Business Tax	01000316-316000-	\$92,000	\$83,000
Total Utilities Service Taxes:		\$3,645,717	\$3,826,690
Total Taxes:		\$12,958,214	\$14,418,431
Permits, Fees, and Special Assessments			
Building Permits	01000322-322000	\$900,000	\$1,000,000
Franchise Fees Electric	01000323-323100-	\$1,958,769	\$2,063,030
Franchise Fees Gas	01000323-323400-	\$6,000	\$7,000
Plans Review Fire	01000329-329004	\$7,000	\$5,000
Inspections Fire	01000329-329006	\$4,000	\$2,500
Permits Fire	01000329-329008-	\$18,000	\$20,000
Safety Inspections	01000329-329200-	\$400	\$400
Tree Mitigation	01110329-329110	\$20,000	\$25,000
Total Permits, Fees, and Special Assessments:		\$2,914,169	\$3,122,930
Shared Revenues			
St Rev Sharing Cig/Motor Fuel	01000335-335120-	\$708,000	\$724,152
Mobile Home License	01000335-335140-	\$155,000	\$157,000
Alcoholic Beverage License	01000335-335150-	\$18,000	\$17,000
Local Govt Half Cent Tax	01000335-335180-	\$1,564,000	\$1,546,803
Total Shared Revenues:		\$2,445,000	\$2,444,955
Charges for Services			
Building Administrative Fees	01000341-341200	\$25,000	\$30,000
ZPD Extra Duty Assignment	01000341-341201	\$50,000	\$30,000
ZPD MOU Agency Contributions	01000341-341202-	\$35,000	\$20,000
City 1% Fee-TIF	01000341-341301-	\$10,000	\$10,000
Sif 1 Or 2 1/2 % Admin Fee	01000341-341302-	\$10,000	\$20,000
5% Adm Fee Police/Fire Imp Fee	01000341-341303	\$10,000	\$25,000
Transfer Fr Utility Fund	01000341-341341	\$1,642,800	\$1,705,673
Transfer Fr Airport Fund	01000341-341342-	\$20,000	\$20,000
Transfer Fr Sanitation Fund	01000341-341343-	\$330,000	\$330,000
Code Enforcement Mowing	01000343-343900-	\$5,000	\$5,000
Outside Services	01000349-349100-	\$300	\$300
Total Charges for Services:		\$2,138,100	\$2,195,973
Fines and Forfeitures			
Fines and Forfeitures-County	01000351-351100-	\$45,000	\$45,000
Library Income Fines/Gifts/Mem	01000352-352100-	\$1,000	\$1,000
Police Education (\$2.00)	01120351-351300-	\$4,000	\$4,000
Total Fines and Forfeitures:		\$50,000	\$50,000
Interest Earnings			
Interest Income General	01000361-361100	\$200,000	\$200,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total Interest Earnings:		\$200,000	\$200,000
Miscellaneous Revenues			
Building / Land Rental	01000362-362200	\$30,000	\$30,000
Surplus Property Sales	01000364-364400	\$50,000	\$50,000
Sale of Surplus Material/Scrap	01000365-365000	\$1,000	\$1,000
Miscellaneous Revenue	01000369-369900-	\$10,000	\$20,000
FDOT Street Lighting Reimb	01000369-369905	\$53,367	\$54,967
Planning Dept. Revenues	01000369-369911-	\$100,000	\$100,000
Library Miscellaneous Sales	01000369-369930	\$6,000	\$5,000
Cemetery Sales	01070364-364100	\$40,000	\$40,000
Total Miscellaneous Revenues:		\$290,367	\$300,967
Transfers In			
Debt Proceeds	01000384-384000	\$0	\$9,350,000
Debt Proceeds - City Yard Complex	01000384-384000-21P07	\$0	\$7,864,367
Transfer From General Fund	01040381-381100	\$0	\$58,391
Total Transfers In:		\$0	\$17,272,758
Total Revenue Source:		\$21,609,084	\$57,374,579

General Fund - Expenditures by Expense Type



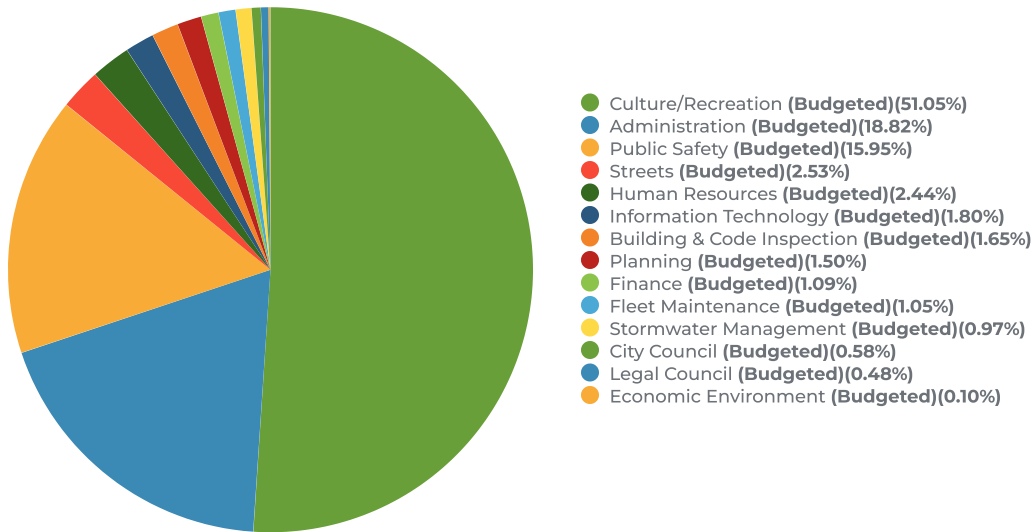
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services		\$13,331,034	\$14,227,607
Operating Expenditures		\$5,810,883	\$5,303,268
Capital Outlay		\$793,611	\$26,592,758
Debt Service		\$0	\$679,353
Grants & Contributions		\$1,254,000	\$240,000
Transfers Out		\$419,556	\$10,331,593
Total Expense Objects:		\$21,609,084	\$57,374,579

Expenditures by Fund

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
General Fund		\$21,499,957	\$57,231,470
PD CAD Reserve		\$55,611	\$58,391
Tree Mitigation		\$0	\$25,000
Library Donations		\$53,516	\$59,718
Total:		\$21,609,084	\$57,374,579

General Fund - Expenditure Summary by Department

Expenditure Summary by Department



Department	Budget FY24/25	Budget FY25/26
City Council	269,950	333,379
Administration	1,571,756	10,800,192
Legal Council	250,000	275,000
Admin - Economic Development	1,150,000	55,000
Finance	574,065	624,010
Human Resources	1,229,897	1,399,221
Planning	831,180	858,364
Information Technology	932,010	1,030,272
Police	7,102,594	8,069,163
Public Safety Operators	927,843	905,412
Fire	384,342	176,032
Building	1,548,857	947,175
Library	585,594	640,065
Public Works - Equipment Maintenance	590,884	600,752
Public Works - Stormwater Management	204,500	556,500
Public Works - Streets	1,588,959	1,453,766
Public Works - Parks & Facilities Management	1,866,654	28,650,276
Total	21,609,085	57,374,579

City Council



General Fund
Org Code: 01001100

The Mayor and City Council serve as representatives of the electors of the City of Zephyrhills and are responsible for establishing the direction and policies of all affairs of the City.

Their primary duties include exercising legislative leadership and policy to promulgate the laws and ordinances of the City, approving an annual budget to provide for the needs and services of the City, setting policy and direction for the various functions of City government, and appointing citizens to serve on various advisory boards and committees.

Mission Statement

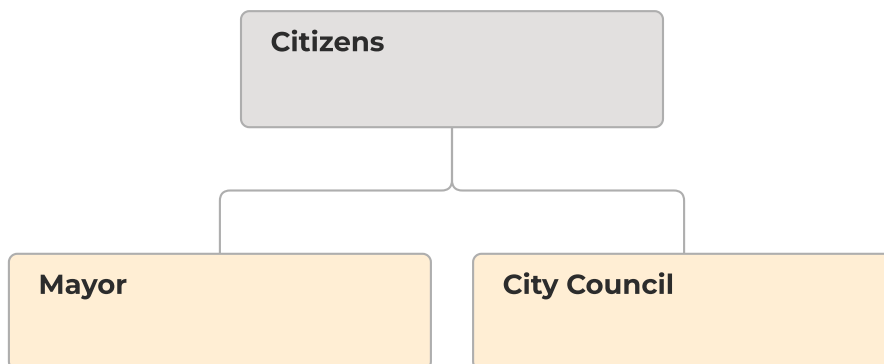
"Zephyrhills is a friendly community which respects and embraces its past and heritage, values the diversity of its residents, and encourages economic growth and development while retaining its small town, neighborly charm."

City Council - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Mayor	1	1	1
City Council	5	5	5
Total	6	6	6

City Council



City Council - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Council/Mayor Compensation	01001100-511000	\$43,200	\$43,200
Fica Taxes	01001100-521100-	\$2,682	\$2,676
Medicare Taxes	01001100-521200-	\$630	\$624
Group Health	01001100-523000	\$102,718	\$83,359
Workers Comp Insurance	01001100-524000	\$1,020	\$1,020
Total Personnel Services:		\$150,250	\$130,879
Operating Expenditures			
Telephone & Data Communication	01001100-541000	\$2,200	\$2,500
Office Supplies	01001100-551000	\$1,000	\$1,000
Operating Supplies	01001100-552000	\$9,500	\$11,000
Memberships/Dues	01001100-554200	\$8,000	\$8,000
Training	01001100-555500	\$15,000	\$15,000
Total Operating Expenditures:		\$35,700	\$37,500
Grants & Contributions			
Contrib. to Chamber of Comm.	01001100-582100	\$10,000	\$10,000
Contrib. to YMCA	01001100-582200	\$50,000	\$50,000
Contrib. to CHIPZ	01001100-582250	\$0	\$60,000
Scholarship	01001100-582400	\$10,000	\$10,000
Community Youth Grants	01001100-582450	\$14,000	\$35,000
Total Grants & Contributions:		\$84,000	\$165,000
Total Expense Objects:		\$269,950	\$333,379

Administration



General Fund

Org Code: 01001200

Administration includes the Offices of the City Manager, City Clerk, and Public Information Officer.

The City Manager serves at the pleasure of City Council as the City's Chief Administrative Officer. The City Manager is responsible for administering policies established by City Council and overseeing the City's day-to-day activities to provide effective delivery of all municipal services and programs. The City Manager presents recommendations to City Council for policy adoption through ordinance and/or resolution; maintaining a well-trained and motivated workforce; developing and implementing a fiscally responsive annual budget; and delivering a sound public relations program that emphasizes a transparent government operation.

The City Clerk is under the general supervision of the City Manager. This position is a City Charter position which provides services to the Mayor, City Council, City Manager and City staff. The City Clerk's office maintains, records and preserves all official documents and proceedings of the City Council and serves as the Records Management Liaison Officer to the State of Florida archives; provides public notices, prepares and distributes City Council agendas and minutes, provides access to public records, and coordinates the codification and publication of the City's Code of Ordinances. The City Clerk Office qualifies candidates and manages municipal elections. The City Clerk's Office is dedicated to continuing the preservation of the City's history.

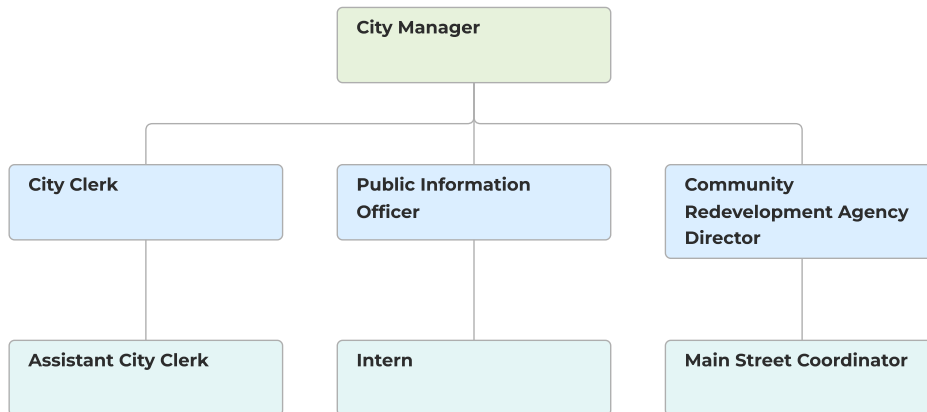
The Public Information Officer is accomplished under the general supervision of the City Manager in collaboration with all departments to promote a positive image of the city while providing educational information to the public and employees. The office develops, implements, and assesses strategic plans and objectives to reach optimum presence and results in the media and the community and provides consultation and support to executive staff on subjects of public information and community relations activities. The Public Information Officer(s), or PIO, serves as the spokesperson for the departments. The office is also responsible for disseminating information through multiple mediums to the public and media, outside agencies, and internally.

Administration - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
City Manager *	1	1	1
City Clerk *	1	1	1
Deputy City Clerk	1	0	0
Public Information Officer *	1	1	1
Main Street Event Coordinator	1	1	1
Assistant City Clerk	0	1	1
Intern PT	1	1	1
Total	6	6	6

Administration



Administration - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001200-512000	\$431,078	\$455,770
Overtime Administration	01001200-514000	\$1,000	\$1,000
Fica Taxes	01001200-521100	\$26,730	\$28,259
Medicare Taxes	01001200-521200	\$6,254	\$6,609
Retirement Contributions	01001200-522100-	\$90,404	\$113,412
Group Health	01001200-523000-	\$96,337	\$108,268
Workers Comp Insurance	01001200-524000	\$10,162	\$10,740
Total Personnel Services:		\$661,965	\$724,058
Operating Expenditures			
Elections	01001200-530000	\$10,500	\$10,500
Additional Legal Services	01001200-531050	\$20,000	\$20,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Medical Services	01001200-531200	\$300	\$1,000
Professional Services	01001200-531500-	\$65,000	\$40,000
Credit Card Processing Fees	01001200-533000	\$4,000	\$5,000
Contractual Services	01001200-534000	\$40,000	\$10,000
Ordinance Codification	01001200-537000	\$15,000	\$15,000
Property Taxes	01001200-538000-	\$250	\$250
Telephone & Data Communication	01001200-541000-	\$2,600	\$2,600
Freight and Postage Services	01001200-542000-	\$1,000	\$1,000
Electricity	01001200-543000-	\$60,000	\$60,000
Water & Sewer Expense	01001200-543300	\$6,500	\$5,000
Refuse Removal	01001200-543400	\$2,000	\$1,500
Leases & Rentals	01001200-544000-	\$5,000	\$7,500
Copy Machine Leases	01001200-544500-	\$5,000	\$5,000
Repair & Maint-Buildings	01001200-546010-	\$4,000	\$4,000
Repair & Maint-Equipment	01001200-546100-	\$1,000	\$1,000
Repair & Maint Vehicles	01001200-546200-	\$1,500	\$2,000
Marketing/Publicity	01001200-548000	\$100,000	\$200,000
Legal Ads	01001200-549000-	\$6,000	\$6,000
Office Supplies	01001200-551000-	\$4,000	\$4,000
Operating Supplies	01001200-552000-	\$10,200	\$10,000
Gas & Oil	01001200-552700	\$2,400	\$2,500
Employee Recognition	01001200-552800	\$35,000	\$35,000
Books & Subscriptions	01001200-554000	\$500	\$500
Safety Committee	01001200-554100	\$1,000	\$1,000
Memberships/Dues	01001200-554200	\$6,000	\$6,000
Training	01001200-555500-	\$10,000	\$12,000
Tuition Reimbursement	01001200-555600	\$10,000	\$17,500
Total Operating Expenditures:		\$428,750	\$485,850
Capital Outlay			
Building & Building Improvemen	01001200-562000	\$100,000	\$30,000
Total Capital Outlay:		\$100,000	\$30,000
Transfers Out			
Administrative Transfer to Air	01001200-591420	\$18,740	\$18,740
Budget Contingency	01001200-599100	\$362,300	\$300,000
Fund Balance Reserve	01001200-599200	\$0	\$9,241,544
Total Transfers Out:		\$381,040	\$9,560,284
Total Expense Objects:		\$1,571,755	\$10,800,192

City Attorney



General Fund

Org Code: 01001400

The City Attorney (independent contractor), provides legal counsel to the Mayor, City Council and staff of the City and attends City Council meetings and workshops. The City Attorney represents the City in litigation, collects delinquent taxes, forecloses liens upon real property, prosecutes code enforcement violations, and is the legal advisor to the police and fire departments. The City Attorney prepares/reviews all resolutions, ordinances, contracts, and legal agreements.

City Attorney - Personnel Information

City Attorney

City Manager

City Attorney

City Attorney - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
City Attorney	01001400-531000	\$250,000	\$275,000
Total Operating Expenditures:		\$250,000	\$275,000
Total Expense Objects:		\$250,000	\$275,000

Economic Development



General Fund

Org Code: 01005200

It is the mission of the Economic Development Department to provide an environment that enhances communication with our economic development community partners, which include Main Street, the Chamber of Commerce, Pasco Economic Development Council, and Pasco County. This coalition of partners shall work together to retain, expand, and attract new businesses through marketing, assistance in site selection, and offering incentives when available. Implement key aspects of the City of Zephyrhills economic development goals and community redevelopment plan.

Economic Development - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01005200-534000-	\$50,000	\$50,000
Marketing/Publicity	01005200-548000	\$5,000	\$5,000
Total Operating Expenditures:		\$55,000	\$55,000
Grants & Contributions			
Economic Development Grant	01005200-582700	\$1,095,000	\$0
Total Grants & Contributions:		\$1,095,000	\$0
Total Expense Objects:		\$1,150,000	\$55,000

Finance



General Fund

Org Code: 01001350

It is the mission of the Finance Department to account for all transactions of the City using generally accepted accounting principles, to develop, prepare, coordinate, and deliver the annual operating budget, to prepare the Comprehensive Annual Financial Report, schedule the annual audit, to oversee procurement functions, to maintain debt compliance, to maintain fiscal responsibility, and to provide quality information in a timely manner, while maintaining the highest level of ethical professional standards.

The Finance Department is responsible for the proper accounting of all City funds and compliance with all applicable regulations and law as they pertain to fiscal matters. Routine duties include payroll, accounts payable, accounts receivable, fund accounting, single audit reporting and disclosure, Comprehensive Annual Financial Report (CAFR) preparation, centralized purchasing, preparation of applicable State and Federal reports, capital asset reporting, periodic financial reports to management, administering debt service, investment of City funds, and development, preparation, implementation, and control of the approved budget. The department also assists other departments with financial issues that arise during the year.

Finance - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Finance Director *	1	1	1
Assistant Finance Director *	0	1	1
Finance Supervisor *	1	0	0
Purchasing Agent	1	1	1
Accounting Specialist	1	1	1
Total	4	4	4

Finance



Finance - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001350-512000	\$295,342	\$304,254
Fica Taxes	01001350-521100-	\$18,313	\$18,864
Medicare Taxes	01001350-521200	\$4,285	\$4,411
Retirement Contributions	01001350-522100-	\$67,666	\$65,228
Group Health	01001350-523000-	\$69,297	\$111,408
Workers Comp Insurance	01001350-524000	\$6,962	\$7,170
Total Personnel Services:		\$461,865	\$511,335
Operating Expenditures			
Medical Services	01001350-531200	\$300	\$1,000
Professional Services	01001350-531500	\$34,000	\$24,000
Auditing	01001350-532000	\$64,500	\$67,725
Telephone & Data Communication	01001350-541000	\$300	\$350
Freight and Postage Services	01001350-542000	\$100	\$100
Office Supplies	01001350-551000	\$1,000	\$1,000
Operating Supplies	01001350-552000	\$4,000	\$4,000
Books & Subscriptions	01001350-554000	\$500	\$1,000
Memberships/Dues	01001350-554200-	\$1,500	\$1,500
Training	01001350-555500	\$6,000	\$12,000
Total Operating Expenditures:		\$112,200	\$112,675
Total Expense Objects:		\$574,065	\$624,010

Human Resources



General Fund

Org Code: 01001370

Human Resources (HR) is responsible for managing the people-related aspects and has a focus on the workforce to ensure that we are effectively recruiting, developing, utilizing, and retaining employees. Key responsibilities of HR include recruitment/hiring, training, and development, employee relations, compensation, and benefits. Other duties include participating in Union negotiations, employee wellness, and engagement, overseeing the drug-free workplace program, administering the Federal Medical Leave Act (FMLA), ADA compliance, and other labor law regulations, state laws, and statutes.

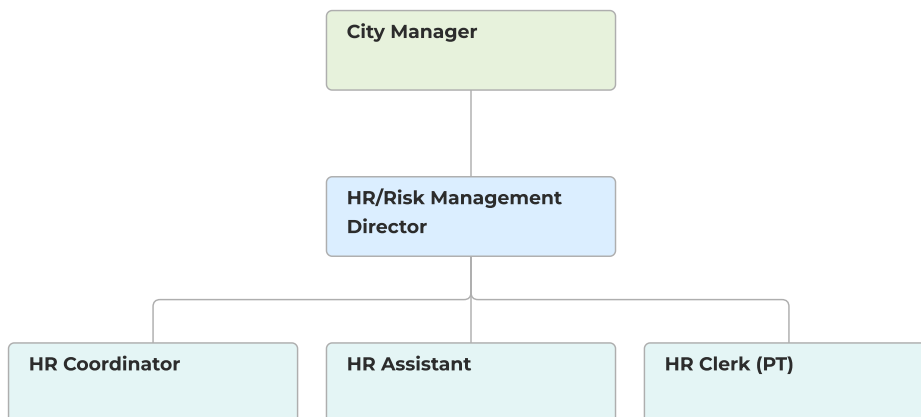
Risk Management (RM) is responsible for identifying, assessing, and mitigating various types of risks that the City may face. RM handles potential risks, all insurance claims, all insurance property renewals, measures to reduce or mitigate identified risks, workers' compensation, risk transfer, safety committee, compliance, and regulations to comply with the organization's standards. Additional duties are responding to unexpected events, crises, and natural disasters.

Human Resources - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
HR/Risk Management Director *	1	1	1
Human Resources Coordinator	1	1	1
Human Resources Assistant	1	1	1
Human Resources Clerk (PT)	0	0.5	0.5
Total	3	3.5	3.5

Human Resources



Human Resources - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001370-512000	\$211,381	\$241,469
Fica Taxes	01001370-521100	\$13,107	\$14,971
Medicare Taxes	01001370-521200	\$3,066	\$3,502
Retirement Contributions	01001370-522100	\$51,646	\$56,413
Group Health	01001370-523000	\$44,214	\$47,952
Group Health Ins-Retirees	01001370-523100-	\$278,800	\$290,649
Group Life	01001370-523500	\$9,000	\$9,000
Worker's Comp Insurance	01001370-524000-	\$4,983	\$5,690
Total Personnel Services:		\$616,197	\$669,646
Operating Expenditures			
Medical Services	01001370-531200	\$3,200	\$4,000
Professional Services	01001370-531500	\$20,000	\$20,000
Telephone & Data Communication	01001370-541000	\$1,700	\$1,700
Freight and Postage Services	01001370-542000-	\$1,000	\$1,100
Copy Machine Leases	01001370-544500-	\$1,800	\$1,800
Property & Casualty Insurance	01001370-545000	\$556,000	\$0
Recruiting Advertising	01001370-549100	\$5,000	\$5,000
Office Supplies	01001370-551000	\$800	\$800
Operating Supplies	01001370-552000	\$4,000	\$4,000
Safety Committee	01001370-554100	\$1,100	\$1,100
Memberships/Dues	01001370-554200	\$1,500	\$1,875
Training	01001370-555500	\$7,600	\$11,000
City Wide Training	01001370-555550	\$10,000	\$10,000
Total Operating Expenditures:		\$613,700	\$62,375
Transfers Out			
Transfer to Internal Service Fund	01001370-591511	\$0	\$667,200
Total Transfers Out:		\$0	\$667,200
Total Expense Objects:		\$1,229,897	\$1,399,221

Planning



General Fund

Org Code: 01001500

The Planning Department plays a vital role in guiding the city's growth, ensuring that development is orderly, sustainable, and aligned with the city's vision, goals, and policies. The department's staff is committed to enhancing the community's quality of life through well-designed, physically integrated, environmentally sustainable, and economically resilient places. The Planning Department also advises the City Manager, City Council, and the general public on planning and regulatory development issues.

Key departmental functions include:

- ***Long-Range Planning:*** Developing and maintaining the City's Comprehensive Plan and formulating strategic initiatives to address future opportunities and challenges.
- ***Development Review:*** Analyzing applications for Future Land Use Map and Zoning Atlas amendments, site development plans, and subdivision plans to ensure compliance with the Comprehensive Plan and Land Development Code. Coordinating the permitting process for new developments, redevelopments, and change of use requests and managing variances, conditional uses, and special exceptions to meet all legal and regulatory requirements.
- ***Internal and External Agency Coordination:*** Collaborating with City departments and agency stakeholders to ensure coordinated and comprehensive planning and implementation for aspects of development.
- ***Community Engagement:*** Actively involving residents, businesses, and other stakeholders in planning processes to help shape a city that reflects the desires of the community and enhances overall livability.
- ***Economic Development:*** Supporting economic growth by working with businesses, developers, and other economic development partners to promote local investment and job creation.
- ***Historic Preservation:*** Administering programs to preserve historic structures and neighborhoods, including managing design guidelines and incentives for preservation.
- ***Urban Design:*** Enhancing the aesthetic quality and functionality of streetscapes and other spaces through urban design initiatives, contributing to a more attractive and cohesive urban environment.
- ***GIS:*** Working collaboratively with all City Departments in creating / updating data a comprehensive Map Series.

Planning - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Planning Director *	1	1	1
Principal Planner *	1	1	1
GIS Technician/Community Planner	1	1	1
Community Planner	1	1	1
Planning Support Specialist	1	1	1
Total	5	5	5

Planning



Planning - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001500-512000-	\$362,549	\$380,155
Fica Taxes	01001500-521100	\$22,480	\$23,569
Medicare Taxes	01001500-521200	\$5,260	\$5,512
Retirement Contributions	01001500-522100	\$59,293	\$64,157
Group Health	01001500-523000	\$42,251	\$57,512
Workers Comp Insurance	01001500-524000	\$8,547	\$8,959
Total Personnel Services:		\$500,380	\$539,864
Operating Expenditures			
Medical Services	01001500-531200	\$300	\$1,000
Professional Services	01001500-531500	\$215,000	\$200,000
Contractual Services	01001500-534000	\$500	\$500
Telephone & Data Communication	01001500-541000	\$2,000	\$2,000
Freight and Postage Services	01001500-542000-	\$1,000	\$1,000
Copy Machine Leases	01001500-544500-	\$2,500	\$2,500
Legal Ads	01001500-549000	\$3,000	\$2,000
Office Supplies	01001500-551000	\$2,500	\$3,000
Operating Supplies	01001500-552000	\$0	\$2,000
Sustainability Program	01001500-552650	\$10,000	\$10,000
Books & Subscriptions	01001500-554000	\$500	\$500
Memberships/Dues	01001500-554200-	\$2,500	\$3,000
Training	01001500-555500-	\$16,000	\$16,000
Total Operating Expenditures:		\$255,800	\$243,500
Grants & Contributions			
Historical Preservation	01001500-582500-	\$75,000	\$75,000
Total Grants & Contributions:		\$75,000	\$75,000
Total Expense Objects:		\$831,180	\$858,364

Information Technology



General Fund

Org Code: 01001600

It is the mission of the Information Technology Division to meet the ever-changing technology needs of its users, within an integrated network environment comprised of many locations and functions. The division will continually strive to improve the network and the computer environment, of the end user and our stakeholders, through research and use of new technology for overall effective and efficient use of City resources, while limiting the need for specialized and expensive consultative support.

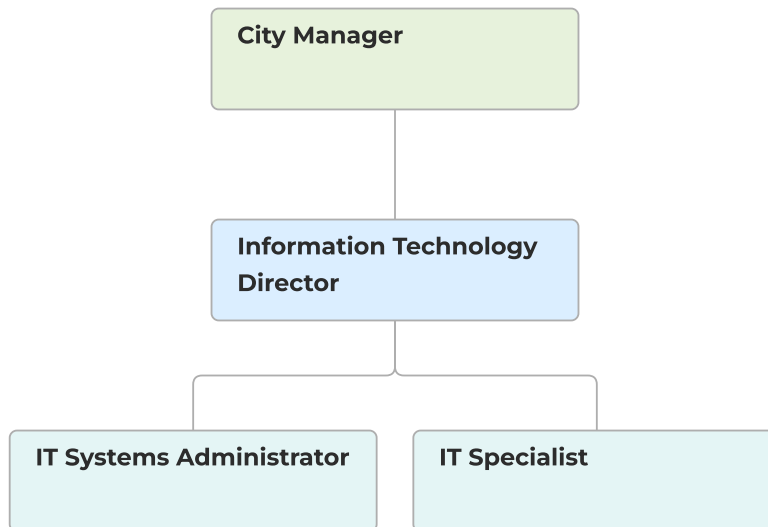
The Information Technology Division is responsible for researching, evaluating, purchasing, installing, and maintaining all City-owned computer related equipment and software. While maintaining an emphasis on customer service, the division provides technology support and training to all City departments and staff.

Information Technology - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
IT Director *	1	1	1
IT Systems Administrator	1	1	1
IT Specialist	1	2	2
Total	3	4	4

Information Technology



Information Technology - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001600-512000	\$273,643	\$309,655
Fica Taxes	01001600-521100-	\$16,968	\$19,199
Medicare Taxes	01001600-521200-	\$3,970	\$4,490
Retirement Contributions	01001600-522100-	\$66,259	\$67,024
Group Health	01001600-523000-	\$60,971	\$71,356
Workers Comp Insurance	01001600-524000-	\$6,451	\$7,298
Total Personnel Services:		\$428,262	\$479,022
Operating Expenditures			
Medical Services	01001600-531200	\$300	\$1,000
Professional Services	01001600-531500	\$35,000	\$35,000
Prof Ser - Software & Support	01001600-531700	\$387,198	\$413,000
Telephone & Data Communication	01001600-541000	\$6,500	\$6,500
Freight and Postage Services	01001600-542000	\$500	\$500
Repair & Maint-Equipment	01001600-546100	\$10,000	\$10,000
Office Supplies	01001600-551000	\$250	\$250
Operating Supplies	01001600-552000	\$250	\$250
Gas & Oil	01001600-552700	\$350	\$350
Software	01001600-552900	\$10,000	\$10,000
Computers	01001600-552950	\$20,000	\$25,000
Computer Supplies & Peripheral	01001600-552951-	\$9,000	\$10,000
Memberships/Dues	01001600-554200-	\$400	\$400
Training	01001600-555500-	\$24,000	\$24,000
Total Operating Expenditures:		\$503,748	\$536,250
Capital Outlay			
Machinery and Equipment	01001600-564000-	\$0	\$15,000
Total Capital Outlay:		\$0	\$15,000
Total Expense Objects:		\$932,010	\$1,030,272

Police



General Fund

Org Code: 01002100

The City of Zephyrhills Police Department (ZPD) serves ever aware of the following mission statement:

*"The Zephyrhills Police Department mission is to protect the lives, property, and rights of all people as well as provide quality **service** with **respect** and **dignity**."*

At full staff, ZPD is comprised of 47 sworn officers plus 16 civilian support staff. ZPD is a full-service law enforcement agency serving a resident population of over 20,000 people with a large influx of seasonal visitors who make Zephyrhills their winter home. The Department recognizes its core values as the following:

CORE VALUES

RESPECT: Embrace individual character, personality, lifestyle, culture, ethnicity, and uniqueness as well as honor diverse life and work styles. We operate in a spirit of cooperation and value human dignity; however, expect the same consideration in return.

HONOR: Always act with the utmost integrity, and be honest and truthful. Enforce the laws equally and without bias. Hold yourself and other members to the highest ethical standards.

INTEGRITY: We place the highest value on honesty and adherence to a strict code of ethics; we will always engage in behavior beyond ethical reproach to maintain public confidence.

SERVICE: Putting responsibilities before self-interest, performing duties to meet the needs of others, promoting partnerships to identify and solve problems, doing what is right for the community.

KNOWLEDGE: We seek truth, awareness, and understanding through investigation, education, and experience.

DIGNITY: Always consider the right of a person to be valued and respected for his or her own sake, and to be treated ethically.

TEAMWORK: Teamwork is essential to the successful operation of the Department. The team must include all employees working in partnership with each other and the community to attain our goals.

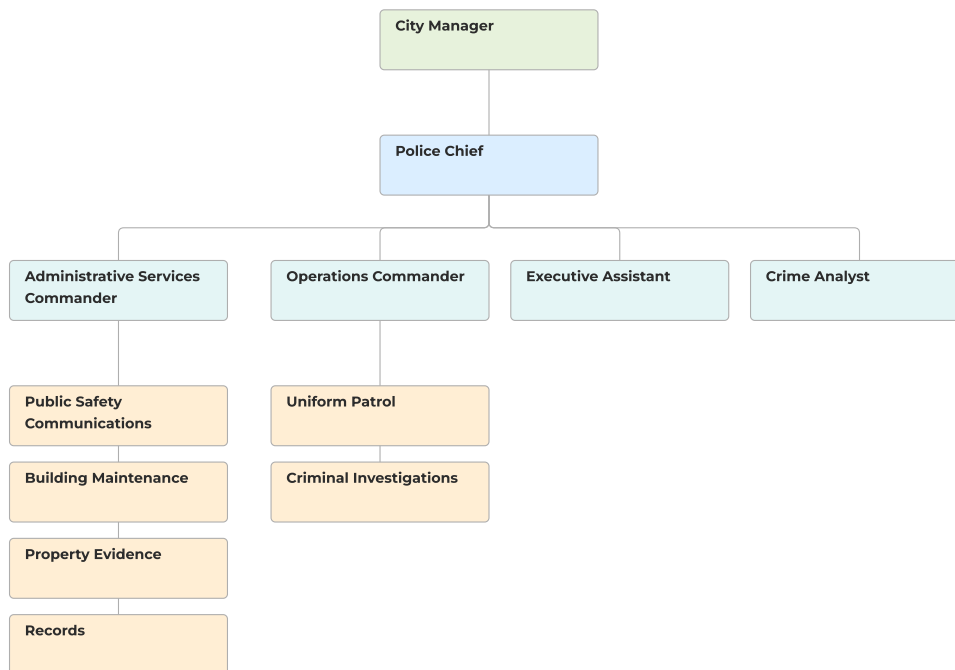
The Zephyrhills Police Department's mission statement is influenced by the principles of community-oriented policing. Community policing is a collaborative effort between the police department and the community that identifies crime and disorder problems and involves all elements of the population in the search for solutions to these problems. It is founded on close, mutually beneficial ties between police and community members. Effective community policing has a positive impact on reducing neighborhood crime, helping to overcome the fear of crime, and enhancing the community's quality of life. It accomplishes these things by combining the police, local government, and community members' efforts and resources. The Zephyrhills Police Department has adopted a community policing philosophy and will act as a facilitating agency in resolving problems that face our community by utilizing community-wide resources.

Police - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Police Chief *	1	1	1
Police Lieutenant *	2	2	2
Police Sergeant	5	5	5
Detective/Patrol Officer/K-9/Trainee	37	39	39
Executive Assistant	1	1	1
Crime Scene Technician	1	1	1
Crime Analyst	1	1	1
Certified Evidence Specialist	1	1	1
Building Maintenance Specialist II	1	1	1
Records Clerk	2	2	2
Total	52	54	54

Police



Police - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002100-512000-	\$3,442,291	\$3,888,075
Salaries-Extra Duty Assignment	01002100-512100	\$50,000	\$50,000
Overtime Police	01002100-514000	\$150,000	\$208,000
Overtime Investigations	01002100-514030	\$5,500	\$0
Fica Taxes	01002100-521100	\$209,961	\$237,239
Medicare Taxes	01002100-521200	\$49,120	\$55,484

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Retirement Contributions	01002100-522100-	\$1,060,847	\$1,289,012
Group Health	01002100-523000-	\$874,734	\$1,035,370
Workers Comp Insurance	01002100-524000-	\$79,823	\$90,172
Total Personnel Services:		\$5,922,276	\$6,853,352
Operating Expenditures			
K-9 Veterinary Services	01002100-531100-	\$6,000	\$6,000
Medical Services	01002100-531200	\$20,000	\$20,000
Professional Services	01002100-531500	\$70,000	\$85,000
Credit Card Processing Fees	01002100-533000	\$1,500	\$1,500
Contractual Services	01002100-534000	\$50,950	\$67,220
Ordinance Infraction Costs	01002100-534150	\$200	\$200
Animal Control	01002100-534200-	\$170,000	\$185,000
Investigations	01002100-535000-	\$21,000	\$21,000
Police Supplies	01002100-535100-	\$24,300	\$30,000
Telephone & Data Communication	01002100-541000-	\$60,000	\$60,000
Freight and Postage Services	01002100-542000	\$1,500	\$1,500
Electricity	01002100-543000-	\$85,000	\$85,000
Water & Sewer Expense	01002100-543300	\$18,150	\$18,150
Refuse Removal	01002100-543400	\$5,500	\$5,500
Copy Machine Leases	01002100-544500	\$8,400	\$10,800
Repair & Maint-Buildings	01002100-546000-	\$20,000	\$30,000
Repair & Maint-Equipment	01002100-546100-	\$16,500	\$25,000
Repair & Maint Vehicles	01002100-546200	\$75,000	\$75,000
Office Supplies	01002100-551000	\$8,250	\$8,250
Operating Supplies	01002100-552000	\$17,325	\$18,191
Uniforms	01002100-552100	\$36,750	\$65,000
Bullet Proof Vests	01002100-552170	\$34,000	\$28,000
Firearms & Accessories	01002100-552180	\$39,200	\$23,800
K-9 Supplies	01002100-552250	\$4,043	\$4,000
Tools & Small Equipment	01002100-552300	\$49,550	\$64,500
Gas & Oil	01002100-552700	\$193,200	\$193,200
Memberships/Dues	01002100-554200-	\$4,000	\$4,000
Training	01002100-555500	\$70,000	\$70,000
Total Operating Expenditures:		\$1,110,318	\$1,205,811
Capital Outlay			
Buildings/Bldg Improvements	01002100-562000	\$70,000	\$10,000
Total Capital Outlay:		\$70,000	\$10,000
Total Expense Objects:		\$7,102,594	\$8,069,163

Public Safety Operators



General Fund

Org Code: 01002150

Public Safety Operators play a crucial role in supporting law enforcement and public safety efforts. They serve as the primary communication link for on-duty officers, providing critical information and support. They operate base units and access information system networks to manage data related to warrants, driver's licenses, and vehicle registrations. Operators enter information about missing persons and stolen property into the NCIC/FCIC computer systems and handle requests from outside agencies. They write and manage minor reports that don't require on-scene investigation or follow-up. They respond to citizen complaints and act as the initial point of contact for Public Works outside of regular business hours. They monitor in-house and city-wide security systems to enhance public safety and respond to incidents as needed.

Public Safety Operators - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Public Safety Supervisor	1	1	1
Public Safety Operator	9	6.5	6.5
Total	10	7.5	7.5

Public Safety Operators



Public Safety Operators - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002150-512000-	\$398,609	\$368,937
Overtime	01002150-514000	\$75,000	\$75,000
Fica Taxes	01002150-521100	\$24,717	\$22,873
Medicare Taxes	01002150-521200	\$5,784	\$5,349
Retirement Contributions	01002150-522100	\$54,334	\$51,764
Group Health	01002150-523000	\$178,390	\$130,012
Workers Comp Insurance	01002150-524000	\$9,398	\$8,695
Total Personnel Services:		\$746,232	\$662,630
Operating Expenditures			
Contractual Services	01002150-534000-	\$122,000	\$122,000
Training	01002150-555500-	\$4,000	\$4,000
Total Operating Expenditures:		\$126,000	\$126,000
Capital Outlay			
Machinery & Equipment	01042100-564000-	\$55,611	\$58,391
Total Capital Outlay:		\$55,611	\$58,391
Transfers Out			
Transfer to Other Fund	01002150-591000	\$0	\$58,391
Total Transfers Out:		\$0	\$58,391
Total Expense Objects:		\$927,843	\$905,412

Fire



General Fund

Org Code: 01002200

Zephyrhills Fire Rescue has protected our community for over 100 years, starting as an all-volunteer department. On September 27, 2020, marked a new chapter in the city with the merger of Zephyrhills Fire Rescue and Pasco County Fire Rescue. Part of the added benefits of the merger with Pasco County Fire Rescue is that Zephyrhills' residents now have increased staffing levels. The increased staffing will help with response times inside Zephyrhills and on the East side of Pasco County. Also, each station has one ambulance to provide faster and more efficient care. This merger was a success for both the City of Zephyrhills and Pasco County, working together to provide better service to the City and citizens in this community.

Fire - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01002200-534000	\$384,342	\$176,032
Total Operating Expenditures:		\$384,342	\$176,032
Total Expense Objects:		\$384,342	\$176,032

Building and Code Enforcement



General Fund

Org Code: 01002400

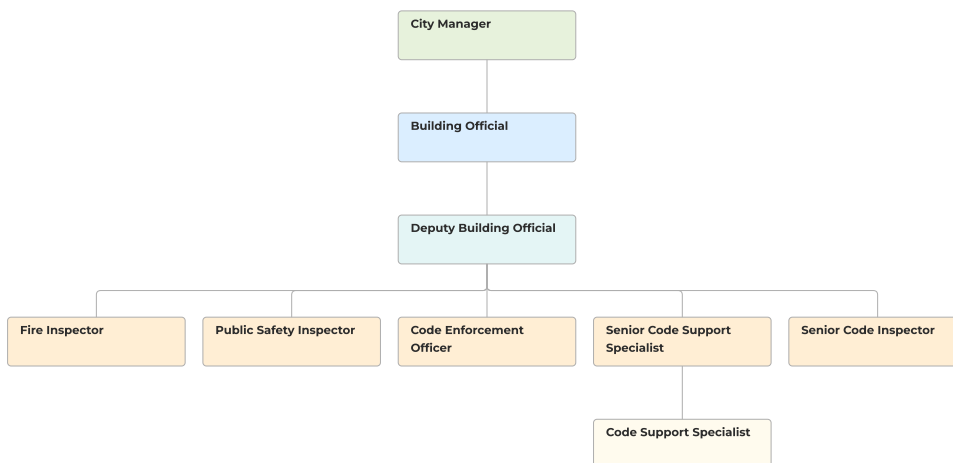
The Building, Code Enforcement and Fire Safety Department issues residential and commercial building permits to the property owners and business owners of the City of Zephyrhills. It also advises applicants about the permitting process, and provides information for all types of customer questions and requests. It reviews building plans and performs inspections to ensure compliance with the Florida Building Code. Code Enforcement staff is dedicated to the enforcement of city and state standards. These standards allow for safe and orderly practices as related to maintenance of all property, whether developed or undeveloped and other related enforcement issues.

Building and Code Enforcement - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Building Official *	1	1	1
Deputy Building Official	0	1	0
Senior Building Inspector	1	1	1
Fire Inspector	1	1	1
Public Safety Inspector	1	1	1
Code Enforcement Officer	2	2	2
Senior Code Support Specialist	1	1	1
Code Support Specialist	1	1	2
Total	8	9	9

Building/Code Enforcement



Building and Code Enforcement - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002400-512000	\$600,026	\$521,338
Overtime	01002400-514000	\$4,000	\$4,000
Fica Taxes	01002400-521100	\$37,207	\$32,322
Medicare Taxes	01002400-521200	\$8,705	\$7,560
Retirement Contributions	01002400-522100-	\$124,923	\$78,945
Group Health	01002400-523000	\$202,552	\$143,374
Workers Comp Insurance	01002400-524000	\$14,144	\$12,286
Total Personnel Services:		\$991,557	\$799,825
Operating Expenditures			
Medical Services	01002400-531200	\$300	\$1,000
Professional Services	01002400-531500	\$350,000	\$15,000
Credit Card Processing Fees	01002400-533000	\$100,000	\$10,000
Code Enforcement Costs	01002400-534100	\$3,300	\$3,300
Telephone & Data Communication	01002400-541000	\$5,000	\$5,000
Freight and Postage Services	01002400-542000-	\$3,000	\$4,000
Copy Machine Leases	01002400-544500	\$3,000	\$3,000
Repair & Maint-Equipment	01002400-546100	\$500	\$500
Repair & Maint Vehicles	01002400-546200	\$3,500	\$3,500
Printing & Binding	01002400-547010	\$500	\$500
Legal Ads	01002400-549000	\$2,000	\$2,000
Office Supplies	01002400-551000	\$2,750	\$2,750
Operating Supplies	01002400-552000	\$3,300	\$3,300
Uniforms	01002400-552100-	\$1,650	\$2,000
Tools, Small Equipment	01002400-552300-	\$500	\$500
Abatements	01002400-552550	\$10,000	\$10,000
Demolitions	01002400-552660	\$50,000	\$40,000
Gas & Oil	01002400-552700	\$6,000	\$6,000
Software	01002400-552900	\$1,000	\$1,000
Memberships/Dues	01002400-554200	\$1,000	\$1,000
Training	01002400-555500	\$10,000	\$10,000
Total Operating Expenditures:		\$557,300	\$124,350
Capital Outlay			
Building & Building Improvemen	01002400-562000	\$0	\$23,000
Total Capital Outlay:		\$0	\$23,000
Total Expense Objects:		\$1,548,857	\$947,175

Library



General Fund

Org Code: 01007100

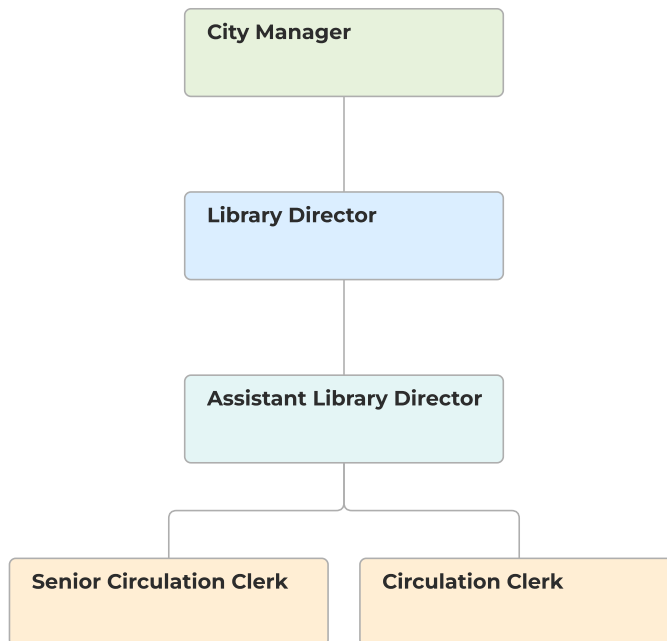
Originally founded in 1912, the Zephyrhills Public Library currently resides downtown in the heart of the community in an 8,463 sq. ft. facility that opened in December 2014. The library's mission is to encourage reading and the use of technology for life-long learning and the enhancement of the community's quality of life. The library provides open and equal access to all of its resources and services. The library offers books, audio books, DVDs, computers, free Wi-Fi, scanning, printing and copier availability as well as a variety of free classes. As a member of the Pasco County Library Cooperative, our patrons also enjoy access to a wide array of electronic databases, audiobooks, e-books, and all of the print and digital resources the county libraries offer.

Library - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Library Director *	1	1	1
Assistant Library Director *	1	1	1
Senior Circulation Clerk	1	1	1
Circulation Clerk	2	3	3
Total	5	6	6

Library



Library - Expenditures by Expense Type

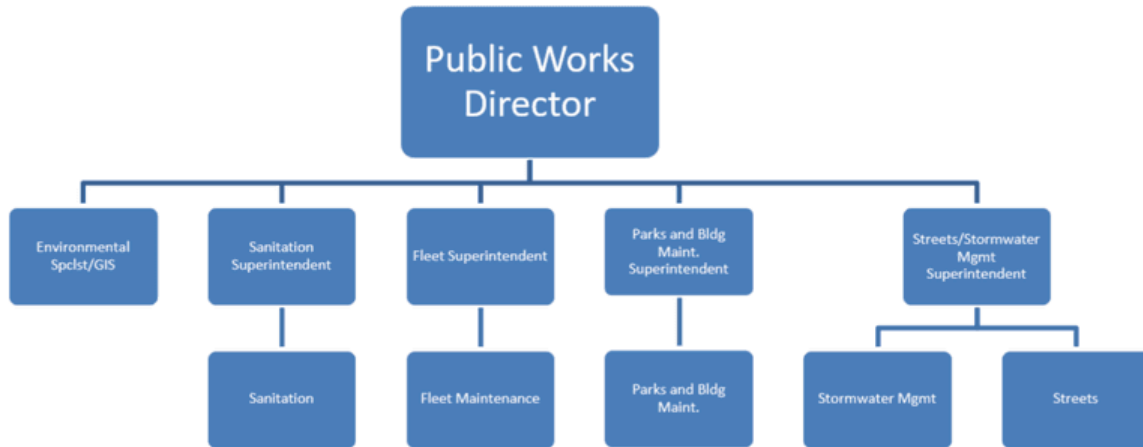
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007100-512000	\$290,455	\$320,494
Fica Taxes	01007100-521100	\$18,010	\$19,871
Medicare Taxes	01007100-521200-	\$4,214	\$4,648
Retirement Contributions	01007100-522100-	\$60,791	\$62,650
Group Health	01007100-523000-	\$49,136	\$46,808
Workers Comp Insurance	01007100-524000-	\$6,847	\$7,551
Total Personnel Services:		\$429,453	\$462,022
Operating Expenditures			
Medical Services	01007100-531200	\$300	\$1,000
Contractual Services	01007100-534000	\$5,000	\$5,000
Telephone & Data Communication	01007100-541000	\$11,500	\$11,500
Freight and Postage Services	01007100-542000	\$125	\$125
Electricity	01007100-543000-	\$19,000	\$19,000
Water & Sewer Expense	01007100-543300-	\$3,000	\$3,000
Copy Machine Leases	01007100-544500-	\$2,000	\$2,000
Repair & Maint-Buildings	01007100-546000	\$3,000	\$3,000
Repair & Maint-Equipment	01007100-546100-	\$2,000	\$2,000
Promotional Advertising	01007100-548000	\$5,000	\$5,000
Educational Programs	01007100-548100	\$12,000	\$25,000
Office Supplies	01007100-551000-	\$1,500	\$1,500
Operating Supplies	01007100-552000-	\$6,000	\$6,000
Memberships/Dues	01007100-554200	\$1,200	\$1,200
Training	01007100-555500-	\$5,000	\$5,000
Telephone & Data Communication	01147100-541000	\$0	\$2,000
Marketing/Publicity	01147100-548000	\$0	\$1,000
Educational Programs	01147100-548100	\$0	\$3,000
Operating Supplies	01147100-552000	\$5,000	\$3,000
Total Operating Expenditures:		\$81,625	\$99,325
Capital Outlay			
Books, Pubs & Library Material	01007100-566000	\$26,000	\$28,000
Library Books & Materials	01147100-566000-	\$10,000	\$5,000
Total Capital Outlay:		\$36,000	\$33,000
Transfers Out			
Budget Reserves	01147100-599100-	\$38,516	\$45,718
Total Transfers Out:		\$38,516	\$45,718
Total Expense Objects:		\$585,594	\$640,065

Public Works



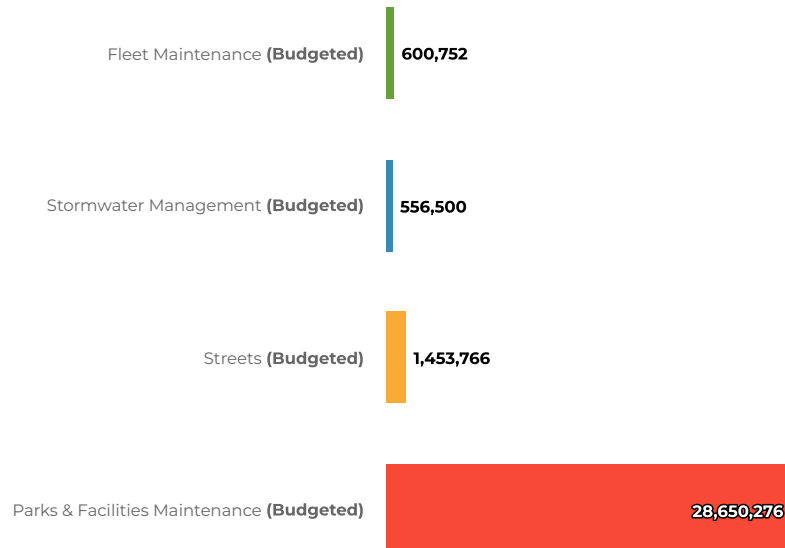
General Fund
Public Works

Organizational Chart



Expenditures Summary by Division

Expenditure Summary by Division



Fleet Maintenance



General Fund

Org Code: 01001900

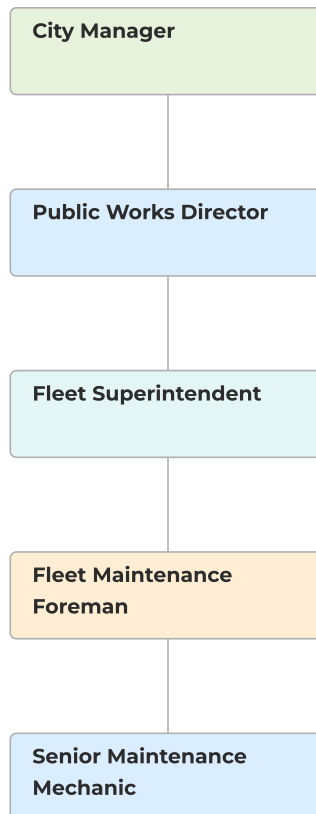
The Fleet Maintenance Division provides maintenance and repairs for all City -owned light and heavy vehicles, construction equipment, mowing equipment and emergency generators. Services offered include preventative maintenance, diagnostics, and corrective repairs along with the purchasing of repair parts, tires, fuel and lubricants. Staff evaluates City-wide vehicle efficiency to aid in the reduction of maintenance, operating and energy-related costs; makes recommendations on the replacement of existing vehicles; and reviews vehicle addition requests to ensure their suitability to the type of work to be performed. All staff mechanics are ASE certified.

Fleet Maintenance - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Fleet Superintendent *	1	1	1
Fleet Maintenance Foreman	1	1	1
Senior Maintenance Mechanic	2	2	2
Total	4	4	4

Equipment Maintenance



Fleet Maintenance - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001900-512000-	\$288,396	\$211,697
Overtime Equipment Maintenance	01001900-514000	\$10,000	\$13,000
Fica Taxes	01001900-521100	\$17,883	\$13,126
Medicare Taxes	01001900-521200	\$4,184	\$3,069
Retirement Contributions	01001900-522100	\$39,311	\$29,701
Group Health	01001900-523000	\$89,962	\$88,520
Workers Comp Insurance	01001900-524000	\$6,798	\$4,989
Total Personnel Services:		\$456,534	\$364,102
Operating Expenditures			
Medical Services	01001900-531200	\$300	\$1,000
Telephone & Data Communication	01001900-541000-	\$3,000	\$3,000
Freight and Postage Services	01001900-542000	\$150	\$150
Electricity	01001900-543000	\$11,000	\$11,000
Water & Sewer Expense	01001900-543300	\$4,000	\$5,000
Refuse Removal	01001900-543400	\$3,000	\$4,000
Hazardous Waste Disposal	01001900-543420	\$500	\$500
Copy Machine Leases	01001900-544500	\$500	\$600
Repair & Maint-Buildings	01001900-546000-	\$8,000	\$8,000
Repair & Maint-Equipment	01001900-546100-	\$5,000	\$6,000
Repair & Maint Vehicles	01001900-546200-	\$6,500	\$6,500
Operating Supplies	01001900-552000	\$6,000	\$8,000
Bulk Oil	01001900-552050	\$2,500	\$2,500
Uniforms	01001900-552100	\$3,500	\$4,000
Tool Allowance	01001900-552300	\$18,200	\$18,200
Gas & Oil	01001900-552700	\$6,000	\$10,000
Software	01001900-552900	\$2,200	\$2,200
Memberships/Dues	01001900-554200-	\$500	\$500
Training	01001900-555500-	\$1,500	\$1,500
Total Operating Expenditures:		\$82,350	\$92,650
Capital Outlay			
Building & Building Improvemen	01001900-562000-	\$25,000	\$25,000
Machinery and Equipment	01001900-564000-	\$27,000	\$119,000
Total Capital Outlay:		\$52,000	\$144,000
Total Expense Objects:		\$590,884	\$600,752

Stormwater



General Fund

Org Code: 01003800

The Stormwater Management Division is responsible for the construction, cleaning, maintenance and restoration of the City's stormwater drainage infrastructure. Facilities include stormwater inlets, catch basins, french drains, road-side swales, culverts, conveyance pipes, retention and detention sites, pumping stations and outfalls. All of the City's stormwater systems require regular maintenance and inspections. The City's stormwater system is governed by a federal program: National Pollutant Discharge Elimination System (NPDES).

Stormwater - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Professional Services	01003800-531000	\$50,000	\$400,000
NPDES	01003800-531600-	\$25,000	\$25,000
Refuse Removal & Street Sweepi	01003800-543400	\$4,000	\$6,000
Repair & Maintenance	01003800-546000-	\$120,000	\$120,000
Operating Supplies	01003800-552000-	\$2,000	\$2,000
Training	01003800-555500-	\$3,500	\$3,500
Total Operating Expenditures:		\$204,500	\$556,500
Total Expense Objects:		\$204,500	\$556,500

Streets



General Fund

Org Code: 01004100

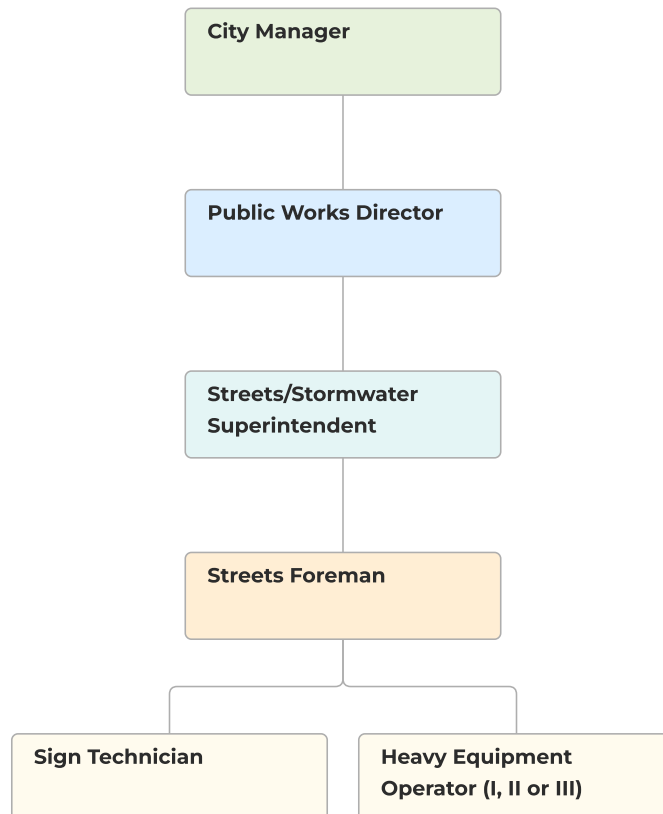
The Street Division is responsible for the maintenance, repairs, construction and improvements to approximately sixty-eight miles of paved roads within the City limits. Additional responsibilities include maintenance of public right-of-ways, sidewalks, curbs, gutters, alleys, the fabrication and maintenance of street signs, pavement markings, tree maintenance, street sweeping, and special event traffic control.

Streets - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Public Works Director *	1	1	1
Streets & Stormwater Superintendent *	1	1	1
Streets Foreman	1	1	1
Sign Technician	1	1	1
Heavy Equipment Operator (I, II, or III)	5	5	5
Total	9	9	9

Streets



Streets - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01004100-512000	\$479,403	\$495,735
Overtime Streets	01004100-514000	\$16,000	\$20,000
Fica Taxes	01004100-521100	\$29,730	\$30,735
Medicare Taxes	01004100-521200-	\$6,956	\$7,190
Retirement Contributions	01004100-522100-	\$91,629	\$95,496
Group Health	01004100-523000-	\$145,890	\$164,676
Workers Comp Insurance	01004100-524000-	\$11,301	\$11,684
Total Personnel Services:		\$780,909	\$825,516
Operating Expenditures			
Medical Services	01004100-531200	\$800	\$1,000
Professional Services	01004100-531500	\$62,500	\$62,500
Telephone & Data Communication	01004100-541000	\$3,500	\$3,500
Freight and Postage Services	01004100-542000	\$200	\$200
Electricity	01004100-543000	\$189,000	\$189,000
Street Lighting Electricity	01004100-543100-	\$10,000	\$10,000
Water & Sewer Expense	01004100-543300	\$1,500	\$1,500
Refuse Removal	01004100-543400-	\$2,000	\$2,000
Copy Machine Leases	01004100-544500-	\$450	\$450
R & M-Buildings	01004100-546000-	\$10,000	\$10,000
Repair & Maint-Equipment	01004100-546100-	\$40,000	\$40,000
Repair & Maint-Street Sweeper	01004100-546130-	\$20,000	\$20,000
Repair & Maint Vehicles	01004100-546200	\$20,000	\$20,000
Repair & Maint-Traffic Control	01004100-546850	\$30,000	\$30,000
Office Supplies	01004100-551000-	\$100	\$100
Operating Supplies	01004100-552000-	\$6,500	\$6,500
Uniforms	01004100-552100	\$6,000	\$6,000
Tools, Small Equipment	01004100-552300	\$5,000	\$5,000
Gas & Oil	01004100-552700-	\$30,000	\$30,000
Street Repair	01004100-553000	\$30,000	\$30,000
Street Marking Signs	01004100-553100-	\$25,000	\$25,000
Street Marking-Striping	01004100-553150	\$25,000	\$25,000
Traffic Calming Supplies	01004100-553160-	\$25,000	\$25,000
Tree Services	01004100-553200-	\$20,000	\$20,000
Swale Repair/Resodding	01004100-553350-	\$15,000	\$15,000
Sidewalks	01004100-553400-	\$10,000	\$10,000
Signal/Rr Crossing Maint	01004100-553500	\$5,000	\$5,000
Memberships/Dues	01004100-554200-	\$500	\$500
Training	01004100-555500	\$10,000	\$10,000
Total Operating Expenditures:		\$603,050	\$603,250

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Capital Outlay			
Buildings/Bldg Improvements	01004100-562000	\$205,000	\$25,000
Total Capital Outlay:		\$205,000	\$25,000
Total Expense Objects:		\$1,588,959	\$1,453,766

Parks and Facilities Management



General Fund

Org Code: 01007200

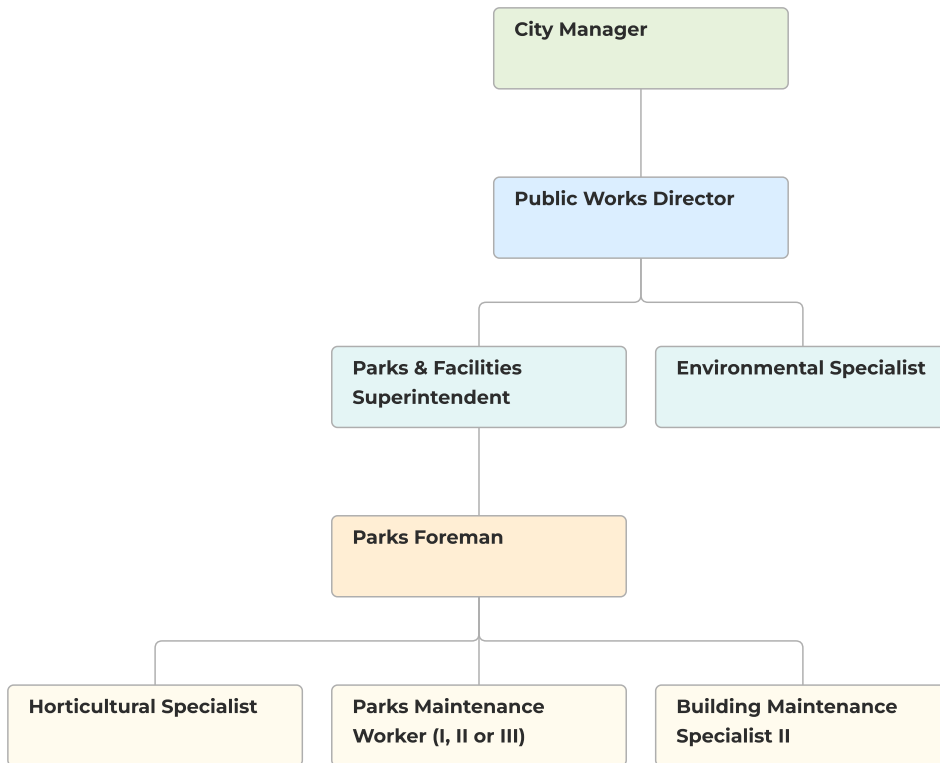
The Parks & Facilities Division is responsible for the maintenance, enhancement, and new construction of all City parks, public buildings, medians, public right of ways, litter control, athletic facilities and Oakside Cemetery. Services include mowing, trimming, landscaping design, installation & maintenance, irrigation maintenance, playground safety inspections, building remodeling, janitorial services, painting, electrical repairs, plumbing repairs, HVAC repairs, carpentry work and new construction. Staff coordinates the use of athletic facilities, administers the summer recreation program, assists with special events and provides set-ups at the Alice Hall Community Center and the Depot Museum for various special events.

Parks and Facilities Management - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Parks & Facilities Superintendent *	1	1	1
Environmental Specialist	1	1	1
Parks Foreman	1	1	1
Horticultural Specialist	1	1	1
Building Maintenance Specialist II	2	2	2
Parks Maintenance Worker (I, II or III)	9	11	11
Total	15	17	17

Parks & Facilities Management



Parks and Facilities Management - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007200-512000	\$712,505	\$759,631
Temporary/Seasonal Wages	01007200-513000	\$20,250	\$20,550
Overtime	01007200-514000	\$12,000	\$20,000
Fica Taxes	01007200-521100-	\$45,446	\$48,372
Medicare Taxes	01007200-521200-	\$10,638	\$11,314
Retirement Contributions	01007200-522100-	\$105,079	\$106,577
Group Health	01007200-523000-	\$261,949	\$220,528
Workers Comp Insurance	01007200-524000-	\$17,287	\$18,384
Total Personnel Services:		\$1,185,154	\$1,205,356
Operating Expenditures			
Medical Services	01007200-531200-	\$800	\$2,000
Contractual Services	01007200-534000	\$8,500	\$8,500
Contractual Svcs-Summer Rec	01007200-534600	\$25,000	\$25,000
Telephone & Data Communication	01007200-541000-	\$7,500	\$7,500
Freight and Postage Services	01007200-542000	\$200	\$200
Electricity	01007200-543000	\$34,500	\$34,500
Water & Sewer Expense	01007200-543300-	\$52,000	\$52,000
Refuse Removal	01007200-543400-	\$12,500	\$18,000
Copy Machine Leases	01007200-544500	\$500	\$500
R & M-Bldgs/Infrastructure	01007200-546000-	\$100,000	\$150,000
R & M-Equipment	01007200-546100	\$20,000	\$20,000
R & M-Water Park/Fountains	01007200-546120	\$30,000	\$40,000
R & M-Vehicles	01007200-546200	\$15,000	\$15,000
R & M-Landscaping	01007200-546620	\$27,500	\$30,000
R & M-Tree Planting	01007200-546650-	\$5,000	\$5,000
Operating Supplies	01007200-552000-	\$25,000	\$30,000
Uniforms	01007200-552100-	\$6,500	\$7,000
Tools, Small Equipment	01007200-552300-	\$10,500	\$10,500
Gas & Oil	01007200-552700	\$20,000	\$20,000
Memberships/Dues	01007200-554200-	\$500	\$500
Training	01007200-555500	\$5,000	\$10,000
R & M-Tree Planting	01117200-546650-	\$0	\$25,000
Total Operating Expenditures:		\$406,500	\$511,200
Capital Outlay			
Buildings/Bldg Improvements	01007200-562000-	\$10,000	\$25,000
Building Improvements - City Yard Complex	01007200-562000-21P07	\$0	\$12,864,367
Infrastructure - Zephyr Park	01007200-563000-24P08	\$0	\$13,350,000
Landscaping	01007200-563200-	\$15,000	\$15,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Machinery and Equipment	01007200-564000-	\$250,000	\$0
Total Capital Outlay:		\$275,000	\$26,254,367
Debt Service			
2025 Bond Payment - Principal	01007200-571025	\$0	\$462,693
2025 Bond Payment - Interest	01007200-572025	\$0	\$216,660
Total Debt Service:		\$0	\$679,353
Total Expense Objects:		\$1,866,654	\$28,650,276

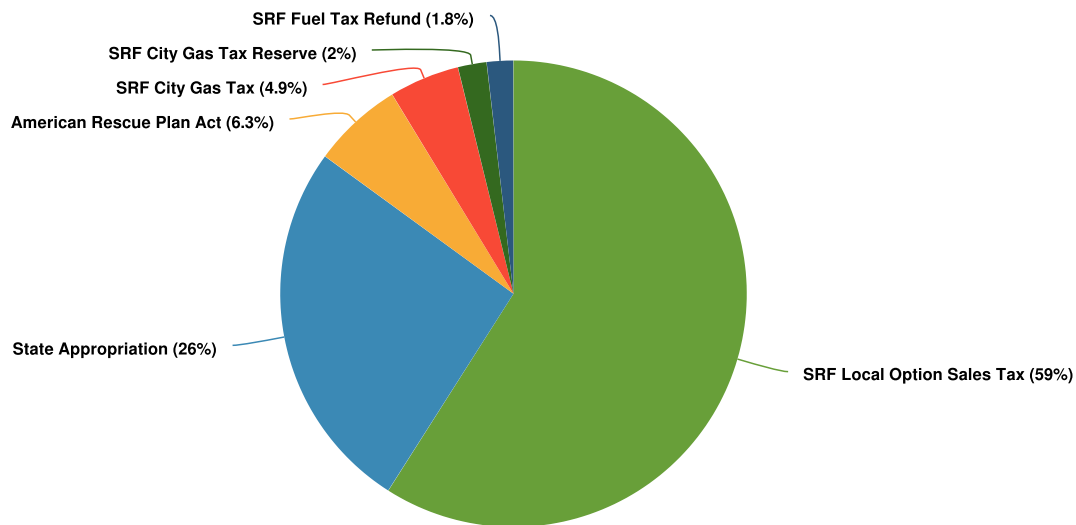
Special Revenue Fund



Special Revenue Fund
Org Code: 100*

The Special Revenue Fund contains the budget for all City gas taxes, Penny for Pasco which is the 7th penny per dollar of sales tax charged in Pasco County, American Rescue Plan Act funds and awarded State Appropriation funds. All of these funds have special restrictions in how they may be expended. Neither funding source may be used to cover personnel services costs. Allowable use for operating costs is very limited. Mostly, these funds may be used for capital projects or debt related to capital projects. More information on capital projects is available under the Capital Outlay in the back of the budget book.

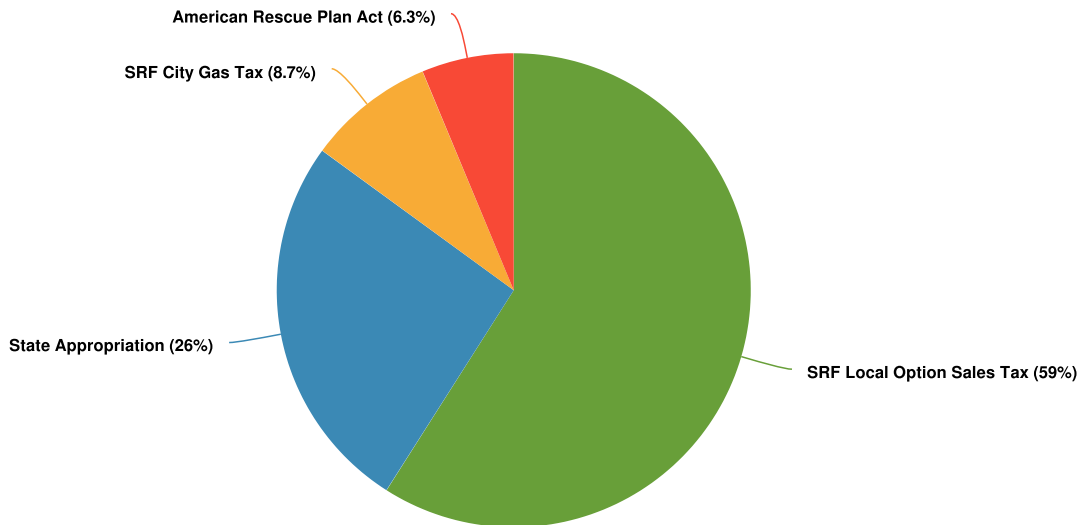
Special Revenue Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF Local Option Sales Tax			
C/O Balance	10010300-300100	\$4,906,875	\$3,544,111
Local Option Sales Tax	10010312-312100	\$3,956,100	\$4,202,477
Int Inc Local Opt Sales Tax	10010361-361100	\$200,000	\$200,000
Total SRF Local Option Sales Tax:		\$9,062,975	\$7,946,588
SRF City Gas Tax			
First County Fuel Tax	10020312-312410-	\$533,227	\$655,909
Total SRF City Gas Tax:		\$533,227	\$655,909
SRF City Gas Tax Reserve			
Budget Carryover	10030300-300100-	\$36,336	\$22,984
8th Cent/Spcl Motor Fuel Tax	10030335-335120	\$199,380	\$204,248

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Interest Income	10030361-361100	\$40,000	\$40,000
Total SRF City Gas Tax Reserve:		\$275,716	\$267,232
SRF Fuel Tax Refund			
Budget Carryover	10040300-300100-	\$286,904	\$206,859
Gas Tax Refund	10040335-335490	\$25,000	\$25,000
Interest Income	10040361-361100	\$8,000	\$15,000
Total SRF Fuel Tax Refund:		\$319,904	\$246,859
American Rescue Plan Act			
Budget Carryover	10050300-300100	\$1,760,000	\$745,000
Interest Income	10050361-361100	\$0	\$100,000
Total American Rescue Plan Act:		\$1,760,000	\$845,000
State Appropriation			
State Grant - South Ave Extension	10060334-334110-23P03	\$1,486,128	\$0
State Grant - Zephyr Park	10060334-334110-23P06	\$550,000	\$0
State Grant - Zephyr Park	10060334-334110-24P08	\$0	\$2,650,000
State Grant - 9th Ave Stormwater Improvements	10060334-334110-26P02	\$0	\$850,000
Total State Appropriation:		\$2,036,128	\$3,500,000
Total:		\$13,987,950	\$13,461,588

Special Revenue Fund - Expenditures by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF Local Option Sales Tax			
Machinery & Equipment	10011200-564000	\$65,000	\$0
Chase City Hall Principal	10011200-571004-	\$483,491	\$494,824
Chase City Hall Interest	10011200-572004-	\$106,436	\$94,970
Operating Supplies	10012100-552000-	\$3,000	\$25,500
<i>Flock Safety Falcon System (6) - Capital Costs - Equipment</i>	<i>10012100-552000</i>	<i>\$0</i>	<i>\$25,500</i>
Tools & Small Equipment	10012100-552300-	\$0	\$185,500
<i>Flock Safety Falcon System (3) - Capital Costs - Equipment</i>	<i>10012100-552300-</i>	<i>\$0</i>	<i>\$10,500</i>
<i>Handheld Radios - Capital Costs - Equipment</i>	<i>10012100-552300-</i>	<i>\$0</i>	<i>\$175,000</i>
Computers	10012100-552950-	\$25,000	\$31,500
<i>Laptops (9) - Capital Costs - Equipment</i>	<i>10012100-552950-</i>	<i>\$0</i>	<i>\$31,500</i>
Building & Building Improvemen	10012100-562000-	\$0	\$237,500
<i>Gutter Guards - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$12,500</i>
<i>Roof Paint & Reseal - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$40,000</i>
<i>Exterior Paint - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Keypad Access Upgrade - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Rear Gate Electronic Entry - Capital Costs - Construction/Maintenance</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Monument and Building Upgrades - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$110,000</i>
Machinery & Equipment	10012100-564000	\$983,873	\$877,212
<i>AXON Fleet3 FY24 (28 Units) - Capital Costs - Equipment</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$44,132</i>
<i>AXON OSP7+ FY24 (10-Yr Rewrite) - Capital Costs - Equipment</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$208,020</i>
<i>CIS Vehicles FY26 (8) - Capital Costs - Vehicle Cost</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$515,900</i>

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
<i>AXON Fleet3 FY25 (7 Units) - Capital Costs - Equipment</i>	10012100-564000	\$0	\$14,160
<i>AXON Fleet3 FY26 (5 Units) - Capital Costs - Equipment</i>	10012100-564000	\$0	\$11,000
<i>CIS Vehicle Radio Equipment (8) - Capital Costs - Other</i>	10012100-564000	\$0	\$25,000
<i>LiveScan End-of-Life Equipment Replacement - Capital Costs - Equipment</i>	10012100-564000	\$0	\$29,000
<i>Building Improvements - Furniture & Fixtures - Capital Costs - Furniture and Fixtures</i>	10012100-564000	\$0	\$30,000
Infrastructure	10013800-563000	\$400,000	\$0
Infrastructure - Stormwater Improvements	10013800-563000-23P01	\$475,000	\$500,000
<i>Stormwater Infrastructure Improvements - Capital Costs - Repairs/Improvements</i>	10013800-563000-23P01	\$0	\$200,000
<i>20th Street & 4th Avenue Drainage Improvements, Design - Capital Costs - Design</i>	10013800-563000-23P01	\$0	\$150,000
<i>"C" Avenue Culvert Replacement, Design - Capital Costs - Design</i>	10013800-563000-23P01	\$0	\$150,000
Infrastructure - 9th Ave Stormwater Improvements	10013800-563000-26P02	\$0	\$150,000
<i>9th Avenue Stormwater Improvements. - Capital Costs - Construction/Maintenance</i>	10013800-563000-26P02	\$0	\$150,000
Building & Building Improvemen	10017200-562000	\$620,000	\$475,000
<i>Historic Building Renovations - Capital Costs - Repairs/Improvements</i>	10017200-562000-	\$0	\$100,000
<i>Depot Parking Lot Improvements - Capital Costs - Construction/Maintenance</i>	10017200-562000-	\$0	\$375,000
Infrastructure	10017200-563000	\$2,000,000	\$250,000
Infrastructure - City Yard Complex	10017200-563000	\$1,200,000	\$0
<i>Park Signs with New Logo - Capital Costs - Construction/Maintenance</i>	10017200-563000	\$0	\$250,000
Machinery & Equipment	10017200-564000	\$226,500	\$292,000
<i>Parks Lawn Trailer - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$5,000
<i>Parks 3/4 Ton Truck 2 of 2 - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$50,000
<i>Parks 3/4 Ton Truck 1 of 2 - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$52,000
<i>Parks 4500 Truck w/ Dump Body - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$90,000
<i>Parks 5100 Tractor with loader bucket - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$80,000
<i>Parks Sprayer / Spreader - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$15,000
Contractual Services	10014100-534000-	\$60,000	\$0
Sidewalk Capital Projects	10014100-563111-21P11	\$1,500,000	\$1,200,000
<i>City Wide Sidewalks - Capital Costs - Construction/Maintenance</i>	10014100-563111	\$0	\$700,000
<i>City Wide Trails - Capital Costs - Construction/Maintenance</i>	10014100-563111	\$0	\$500,000
Machinery & Equipment	10014100-564000	\$450,000	\$751,000
<i>Street Sweeper - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$450,000
<i>Streets Payloader - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$225,000
<i>Streets 3/4 Ton Pick Up Truck - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$76,000
Reserve	10014100-599100	\$464,675	\$2,231,582
Building & Building Improvements	10017100-562000	\$0	\$150,000
<i>Replace A/C-Heating units (two) - Capital Costs - Repairs/Improvements</i>	10017100-562000	\$0	\$150,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total SRF Local Option Sales Tax:		\$9,062,975	\$7,946,588
SRF City Gas Tax			
Infrastructure	10023800-563000	\$50,000	\$50,000
<i>Retention Pond Fencing - Capital Costs - Construction/Maintenance</i>	<i>10023800-563000-</i>	<i>\$0</i>	<i>\$50,000</i>
Machinery & Equipment	10023800-564000-	\$0	\$90,000
<i>6" Stormwater Pump, Portable - Capital Costs - Vehicle Cost</i>	<i>10023800-564000</i>	<i>\$0</i>	<i>\$65,000</i>
<i>6" Stormwater Discharge Hose - Capital Costs - Other</i>	<i>10023800-564000</i>	<i>\$0</i>	<i>\$25,000</i>
Paving and Resurfacing	10024100-563100	\$900,000	\$1,000,000
<i>Annual Street Resurfacing - Capital Costs - Construction/Maintenance</i>	<i>10024100-563100</i>	<i>\$0</i>	<i>\$1,000,000</i>
Machinery & Equipment	10024100-564000	\$75,000	\$0
Budget Reserves	10024100-599100-	\$15,847	\$0
Machinery & Equipment	10027200-564000-	\$88,000	\$30,000
<i>Parks Zero Turn Mower 1 of 2 - Capital Costs - Vehicle Cost</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$15,000</i>
<i>Parks Zero Turn Mower 2 of 2 - Capital Costs - Vehicle Cost</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$15,000</i>
Total SRF City Gas Tax:		\$1,128,847	\$1,170,000
American Rescue Plan Act			
Infrastructure	10057200-563000-	\$1,760,000	\$845,000
<i>Park Improvements - Capital Costs - Repairs/Improvements</i>	<i>10057200-563000-</i>	<i>\$0</i>	<i>\$845,000</i>
Total American Rescue Plan Act:		\$1,760,000	\$845,000
State Appropriation			
Infrastructure - 9th Ave Stormwater Improvements	10063800-563000-26P02	\$0	\$850,000
<i>9th Avenue Stormwater Improvements - Capital Costs - Construction/Maintenance</i>	<i>10063800-563000-26P02</i>	<i>\$0</i>	<i>\$850,000</i>
Infrastructure - Zephyr Park	10067200-563000-23P06	\$550,000	\$0
Infrastructure - Zephyr Park	10067200-563000-24P08	\$0	\$2,650,000
<i>Zephyr Park. - Capital Costs - Construction/Maintenance</i>	<i>10067200-563000-24P08</i>	<i>\$0</i>	<i>\$2,650,000</i>
Infrastructure - South Ave Extension	10064100-563000-23P03	\$1,486,128	\$0
Total State Appropriation:		\$2,036,128	\$3,500,000
Total:		\$13,987,950	\$13,461,588

Community Redevelopment Agency



CRA Fund

Org Code: 11005900

The CRA is a dependent special district in which any future increases in property values are set aside in a Trust Fund to support economic development and redevelopment projects within the designated district.

Under Florida Statute Chapter 163, Part III, local governments have the ability to designate areas as Community Redevelopment Areas when certain conditions exist. To document the required conditions, the local governments must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines the required conditions of slum and blight exist, the local government may create a Community Redevelopment Agency to provide the tools needed to foster and support positive redevelopment of the targeted area. The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan or Master Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Tax Increment Financing or TIF is a unique tool available to cities and counties for redevelopment activities as provided in the Master Plan. It is used to leverage public funds to promote private sector activity in the CRA. The dollar value of all real property in the Community Redevelopment Area is determined as of a fixed date, also known as the “frozen value”. Taxing Authorities continue to receive property tax revenues based on the frozen value. These frozen revenues are available for general government purposes. Any tax revenues from increases in real property value within the CRA are deposited into the Community Redevelopment Agency Trust Fund and dedicated to specific redevelopment projects and plans within the Redevelopment Area and are not for general government purposes. The tax increment revenues can be used immediately, saved for a particular project, or can be bonded to maximize the funds available.

CRA Boards do not establish policy for the city or county, they develop and administer a Master Plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people. The CRA has certain powers the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended. After that time all tax revenues are retained by each taxing entity that contributed to the CRA Trust Fund.

Community Redevelopment Agency - Personnel Information

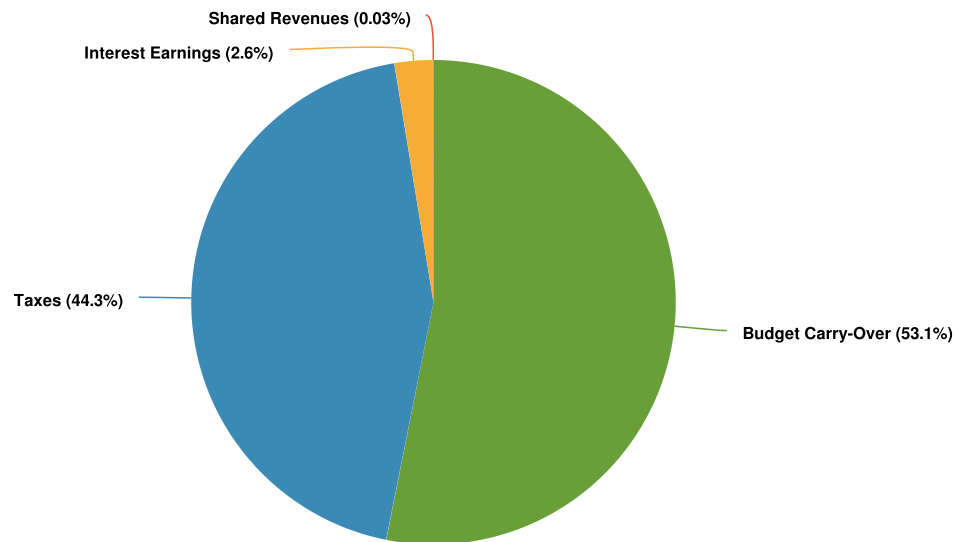
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Community Redevelopment Agency Director *	1	1	1
Total	1	1	1

Community Redevelopment Agency

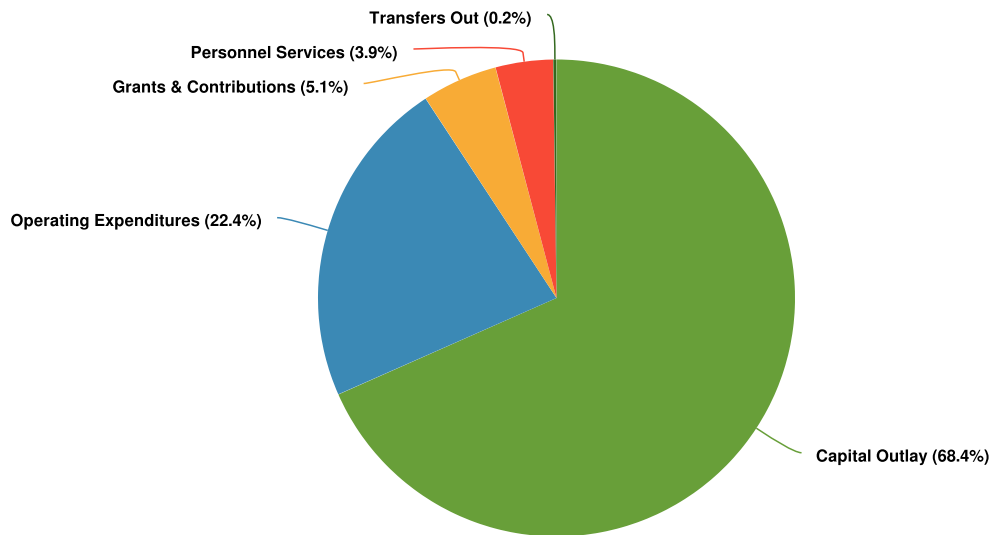


Community Redevelopment Agency - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	11000300-300100-	\$1,350,964	\$2,074,410
Total Budget Carry-Over:		\$1,350,964	\$2,074,410
Taxes			
Ad Valorem Taxes			
Property Tax	11010311-311000-	\$607,968	\$779,271
Property Tax	11020311-311000-	\$740,028	\$948,541
Total Ad Valorem Taxes:		\$1,347,996	\$1,727,812
Total Taxes:		\$1,347,996	\$1,727,812
Shared Revenues			
Main Street Reimbursement	11000338-338300	\$1,000	\$1,000
Total Shared Revenues:		\$1,000	\$1,000
Interest Earnings			
Interest Income	11000361-361100	\$100,000	\$100,000
Total Interest Earnings:		\$100,000	\$100,000
Total Revenue Source:		\$2,799,960	\$3,903,222

Community Redevelopment Agency - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	11005900-512000	\$91,411	\$98,054
Fica Taxes	11005900-521100-	\$5,668	\$6,079
Medicare Taxes	11005900-521200-	\$1,326	\$1,422
Retirement Contributions	11005900-522100-	\$31,555	\$32,593
Group Health	11005900-523000-	\$10,793	\$11,702
Workers Comp Insurance	11005900-524000-	\$2,155	\$2,311
Total Personnel Services:		\$142,908	\$152,161
Operating Expenditures			
Professional Services	11005900-531500	\$100,000	\$200,000
Prof Ser - Software & Support	11005900-531700-	\$2,502	\$3,631
Auditing Services	11005900-532000	\$6,000	\$6,000
Contractual Services	11005900-534000-	\$75,000	\$75,000
Telephone & Data Communication	11005900-541000	\$10,000	\$5,000
Refuse Removal	11005900-543400	\$1,000	\$500
Copy Machine Leases	11005900-544500	\$1,000	\$1,000
Property & Casualty Insurance	11005900-545000	\$6,900	\$0
Educational Activities	11005900-548000	\$50,000	\$50,000
Office Supplies	11005900-551000-	\$150	\$150
Operating Supplies	11005900-552000	\$2,500	\$25,000
Sidewalks	11005900-553400	\$0	\$200,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Memberships/Dues	11005900-554200-	\$2,000	\$2,500
Training	11005900-555500-	\$2,000	\$5,000
CRA Initiatives	11005900-556200-	\$300,000	\$300,000
Total Operating Expenditures:		\$559,052	\$873,781
Capital Outlay			
Land Acquisition	11005900-561000	\$348,000	\$477,000
Infrastructure	11005900-563000	\$1,250,000	\$2,042,000
Sidewalk Capital Projects	11005900-563111-21P11	\$150,000	\$150,000
Machinery & Equipment	11005900-564000-	\$150,000	\$0
Total Capital Outlay:		\$1,898,000	\$2,669,000
Grants & Contributions			
Building Improvement Grants	11005900-583010	\$200,000	\$200,000
Total Grants & Contributions:		\$200,000	\$200,000
Transfers Out			
Transfer to Internal Service Fund	11005900-591511	\$0	\$8,280
Total Transfers Out:		\$0	\$8,280
Total Expense Objects:		\$2,799,960	\$3,903,222

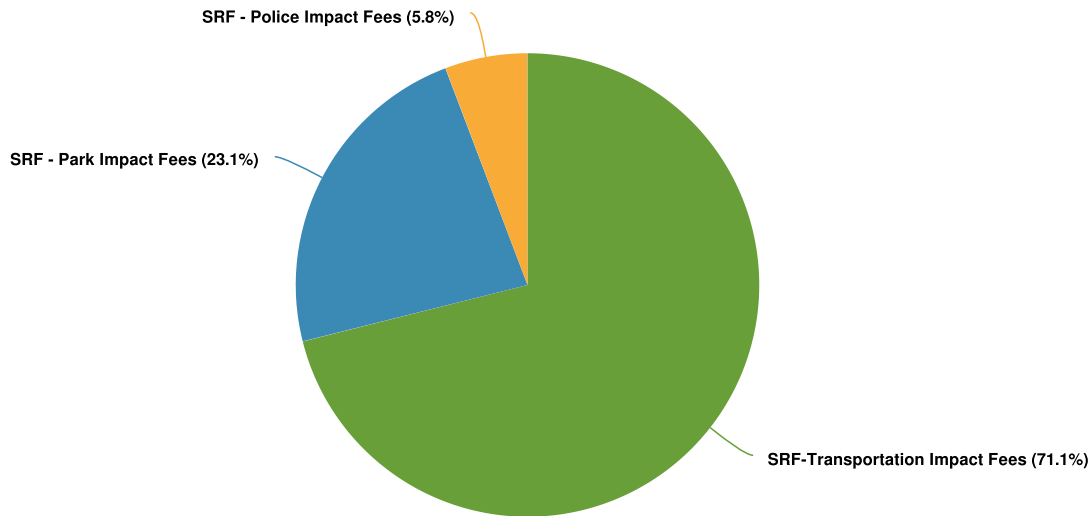
Impact Fee Fund



Impact Fee Fund
Org Code: 120*

The Impact Fee Fund contains the budget for all impact fees collected by the City except for Water and Wastewater Capacity fees. The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees. Several capital projects have been budgeted to be paid from impact fee funds. More information is available in Capital Outlay in the back of the budget book.

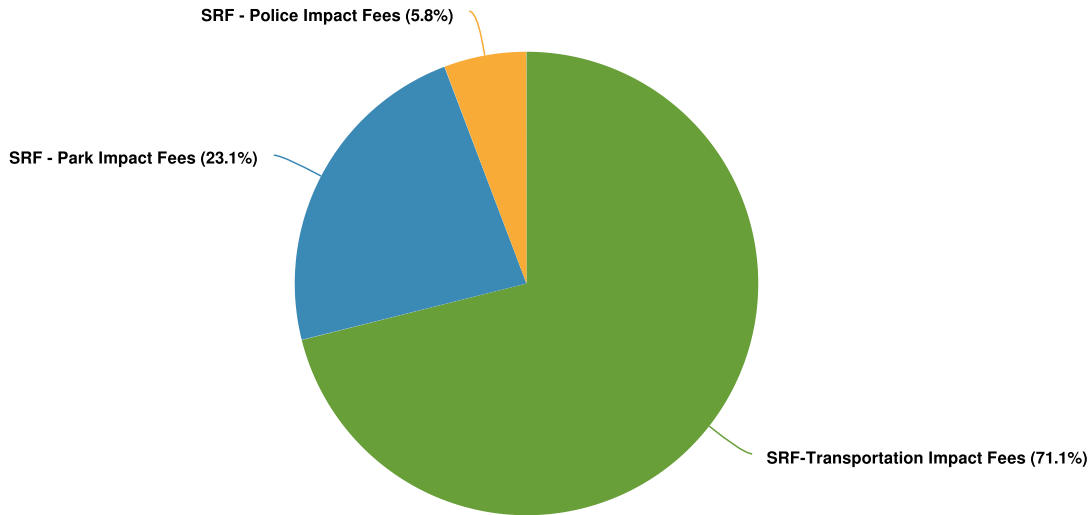
Impact Fee Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF-Transportation Impact Fees			
C/O Balance	12010300-300100	\$5,827,874	\$5,364,032
Transportation Impact Fees	12010324-324100	\$950,000	\$710,000
Interest-Transp Impact Fees	12010361-361100	\$100,000	\$100,000
Total SRF-Transportation Impact Fees:		\$6,877,874	\$6,174,032
SRF - Park Impact Fees			
C/O Balance	12030300-300100	\$1,438,808	\$1,729,700
Park Impact Fees	12030324-324100	\$154,000	\$240,000
Interest-Park Impact Fees	12030361-361100-	\$40,000	\$40,000
Total SRF - Park Impact Fees:		\$1,632,808	\$2,009,700
SRF - Police Impact Fees			
C/O Balance	12040300-300100-	\$576,162	\$418,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Police Impact Fees	12040324-324100-	\$67,600	\$67,000
Interest-Police Impact Fees	12040361-361100-	\$16,000	\$15,000
Total SRF - Police Impact Fees:		\$659,762	\$500,000
Total:		\$9,170,444	\$8,683,732

Impact Fee Fund - Expenditures by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF-Transportation Impact Fees			
Infrastructure	12014100-563000	\$700,000	\$500,000
Infrastructure - Hot Spot Intersection Improvement	12014100-563000-25P03	\$2,000,000	\$2,000,000
<i>Hot Spot - Intersection Improvements - Capital Costs - Construction/Maintenance</i>	<i>12014100-563000-25P03</i>	\$0	\$2,000,000
Infrastructure - Pretty Pond & Wire Rd Roundabout	12014100-563000-25P04	\$1,000,000	\$1,000,000
<i>Pretty Pond and Wire Road Roundabout - Capital Costs - Construction/Maintenance</i>	<i>12014100-563000-25P04</i>	\$0	\$1,000,000
<i>Gateway Project - Capital Costs - Design</i>	<i>12014100-563000</i>	\$0	\$500,000
Economic Development Grant	12014100-582700	\$760,500	\$0
Budget Contingency	12014100-599000	\$2,417,374	\$2,674,032
Total SRF-Transportation Impact Fees:		\$6,877,874	\$6,174,032
SRF - Park Impact Fees			
Infrastructure	12037200-563000-	\$500,000	\$500,000
<i>City Wide Park Improvements - Capital Costs - Repairs/Improvements</i>	<i>12037200-563000-</i>	\$0	\$500,000
Reserve	12037200-599100	\$1,132,808	\$1,509,700
Total SRF - Park Impact Fees:		\$1,632,808	\$2,009,700
SRF - Police Impact Fees			
Building & Building Improvemen	12042100-562000	\$0	\$500,000
<i>Police Training Facility - Capital Costs - Construction/Maintenance</i>	<i>12042100-562000</i>	\$0	\$500,000
Machinery & Equipment	12042100-564000-	\$100,000	\$0

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Budget Contingency	12042100-599000	\$559,762	\$0
Total SRF - Police Impact Fees:		\$659,762	\$500,000
Total:		\$9,170,444	\$8,683,732

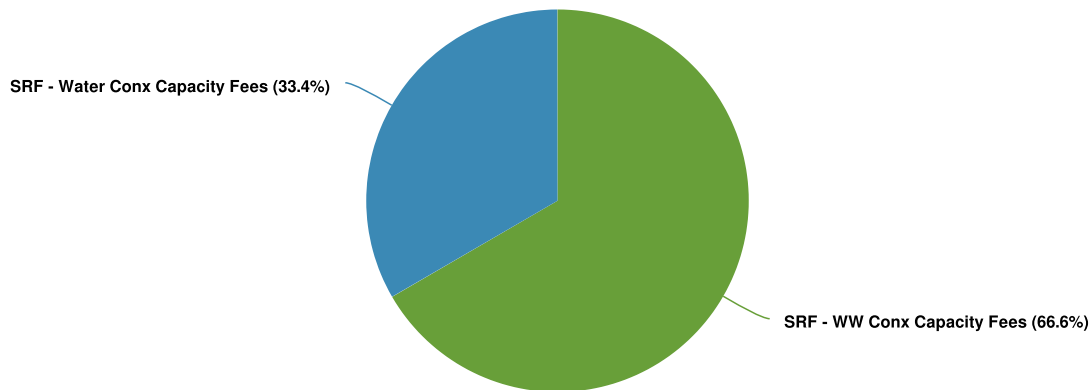
Utility Capacity Fee Fund



Utility Capacity Fee Fund
Org Code: 140*

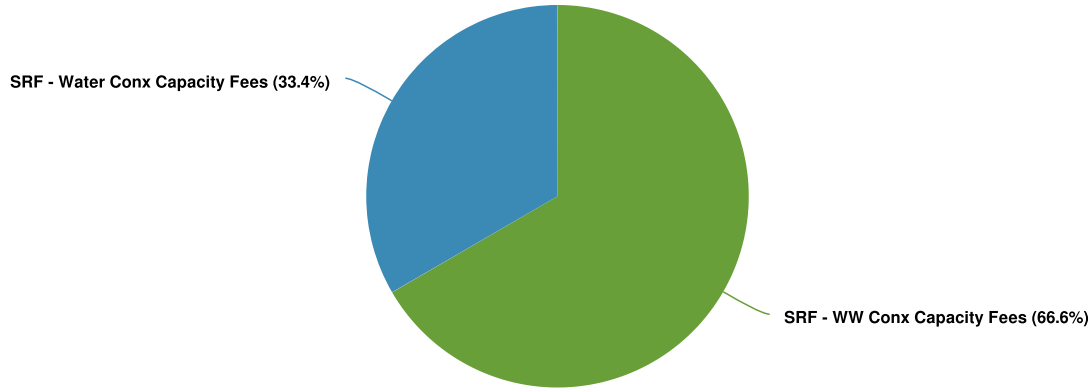
The Utility Capacity Fee Fund was created in Fiscal Year 2011-2012 to separately account for capacity fees – or connection fees - related to the City's Utility Fund. These funds may be used to pay for projects related to growth or added capacity and may be used to pay debt on projects related to growth or added capacity. Wastewater connection fee reserves have been budgeted toward wastewater treatment plant debt and water connection fee reserves have been budgeted for qualified water capital projects. More information is available at the back of the budget book in Capital Outlay.

Utility Capacity Fee Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF - Water Conx Capacity Fees			
C/O Balance	14010300-300100-	\$1,666,667	\$1,666,667
Water Cnxn Capacity Fees	14010324-324100-	\$320,000	\$460,000
Interest-Water Cnxn Cap Fees	14010361-361100-	\$10,000	\$10,000
Total SRF - Water Conx Capacity Fees:		\$1,996,667	\$2,136,667
SRF - WW Conx Capacity Fees			
C/O Balance	14020300-300100-	\$3,333,333	\$3,333,333
Wastewater Cnxn Capacity Fees	14020324-324100-	\$641,000	\$920,000
Interest-WW Cnxn Capacity Fees	14020361-361100-	\$15,000	\$15,000
Total SRF - WW Conx Capacity Fees:		\$3,989,333	\$4,268,333
Total:		\$5,986,000	\$6,405,000

Utility Capacity Fee Fund - Expenditures by Fund



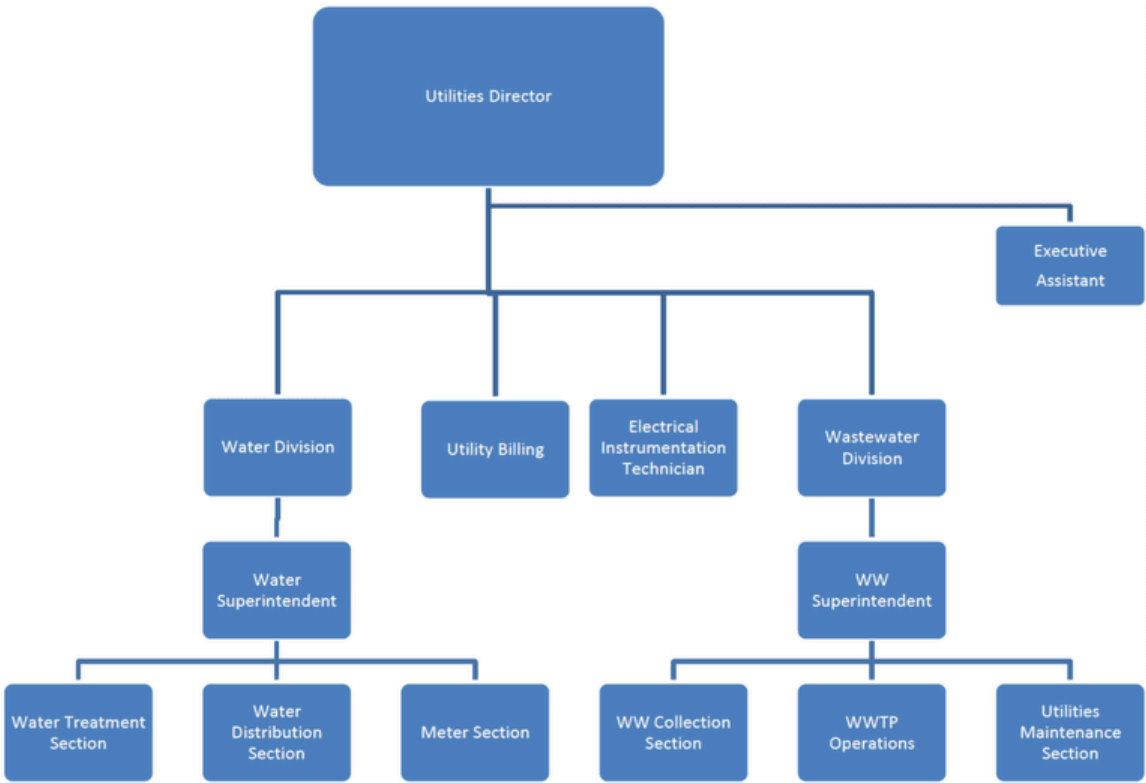
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF - Water Conx Capacity Fees			
Transfer To Utility Fund	14013300-591001	\$1,996,667	\$2,136,667
Total SRF - Water Conx Capacity Fees:		\$1,996,667	\$2,136,667
SRF - WW Conx Capacity Fees			
Transfer To Utility Fund	14023500-591001	\$3,989,333	\$4,268,333
Total SRF - WW Conx Capacity Fees:		\$3,989,333	\$4,268,333
Total:		\$5,986,000	\$6,405,000

Utilities

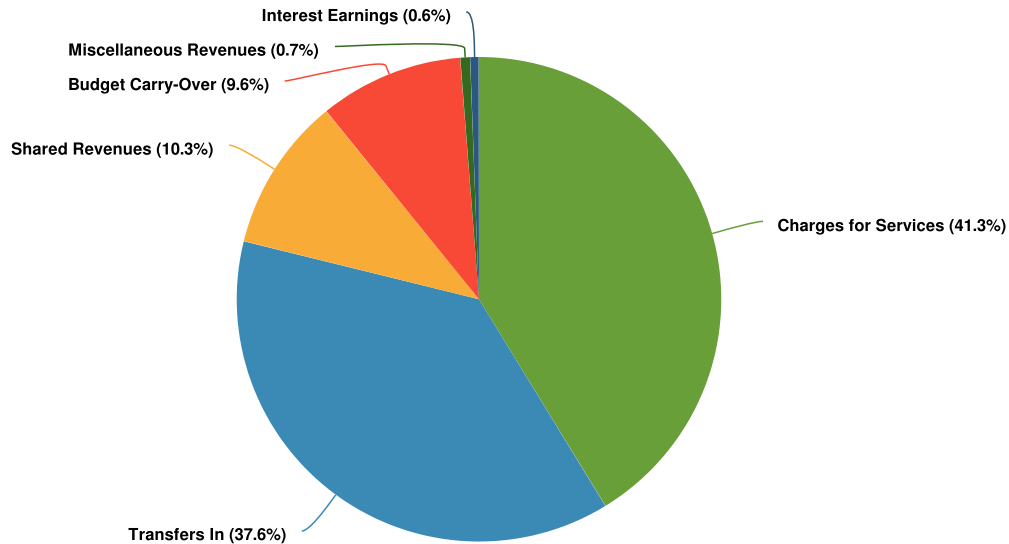


Utility Fund
Org Code: 410

Organizational Chart



Utilities - Revenues by Source

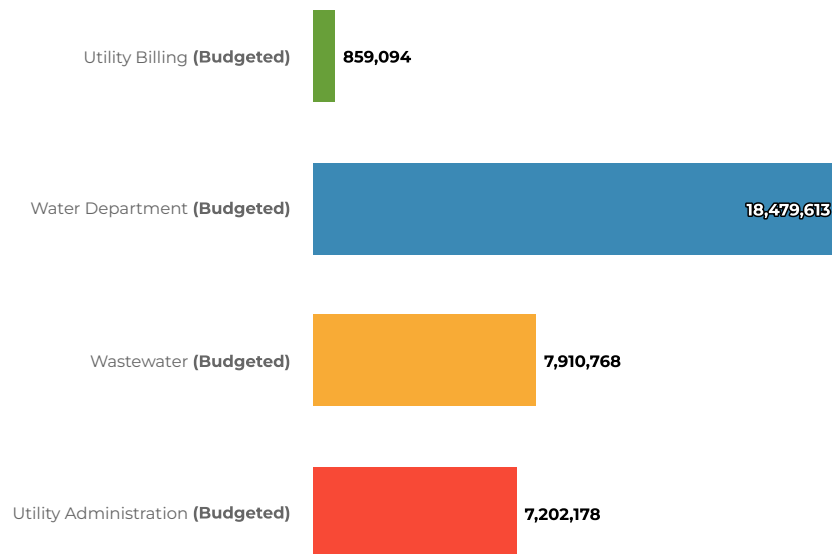


Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	41000300-300100-	\$0	\$3,308,243
Total Budget Carry-Over:		\$0	\$3,308,243
Shared Revenues			
Federal Grants - Northside Lift Station PH 1	41000331-331390-21P13	\$1,500,000	\$1,500,000
State Grants - Water System	41000334-334310-21P06	\$600,000	\$0
State Grants - Pasco Reclaim Interconnect	41000334-334310-22P01	\$880,000	\$880,000
State Grants - South 301 WW Redevelopment	41000334-334310-22P03	\$585,000	\$0
State Grants - Water System	41000334-334310	\$3,284,317	\$0
State Grants - Lift Station Generators	41000334-334310-25P01	\$0	\$927,281
State Grants - Ferrate Treatment WWTP	41000334-334310-25P05	\$0	\$240,000
Total Shared Revenues:		\$6,849,317	\$3,547,281
Charges for Services			
Water & Sewer Charges	41000343-343600-	\$13,690,000	\$14,214,000
Total Charges for Services:		\$13,690,000	\$14,214,000
Interest Earnings			
Interest Income	41000361-361100-	\$150,000	\$200,000
Total Interest Earnings:		\$150,000	\$200,000
Miscellaneous Revenues			
Surplus Property Sales	41000364-364400	\$10,000	\$10,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SCRAP Sales - Utility	41000365-365000-	\$6,000	\$6,000
Contributions Fr Priv Sources	41000366-366100-	\$0	\$150,000
Miscellaneous Revenue	41000369-369900-	\$57,000	\$60,000
Total Miscellaneous Revenues:		\$73,000	\$226,000
Transfers In			
SRF 14 Water Capacity Fees	41000381-381330	\$1,996,667	\$2,136,667
SRF 14 WW Capacity Fees	41000381-381350-	\$3,989,333	\$4,268,333
Debt Proceeds	41000384-384000-21P07		\$6,551,129
Debt Proceeds - AWT Plant Upgrades	41000384-384000-21P12	\$417,966	\$0
Total Transfers In:		\$6,403,966	\$12,956,129
Total Revenue Source:		\$27,166,283	\$34,451,653

Utilities - Expenditure Summary by Division

Expenditure Summary by Division



Utilities - Expenditures by Function

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expenditures			
Physical Environment			
Personnel Services		\$3,287,139	\$3,711,137
Operating Expenditures		\$4,539,233	\$4,264,550
Capital Outlay		\$12,876,000	\$19,471,129
Debt Service		\$2,249,590	\$2,614,406
Transfers Out		\$4,214,321	\$4,390,431
Total Physical Environment:		\$27,166,283	\$34,451,653
Total Expenditures:		\$27,166,283	\$34,451,653

Utility Administration



Utility Fund

Org Code: 41003000

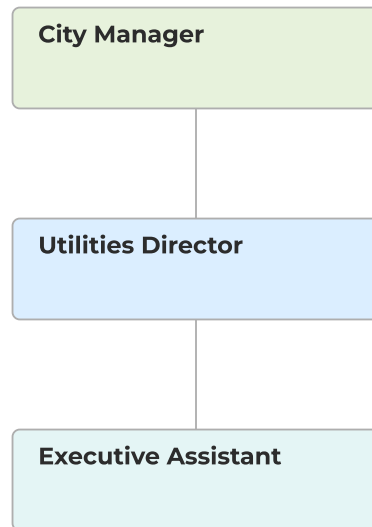
The Administration Division is accountable for the direction, supervision, and planning of both the Water and Wastewater Divisions. Responsibilities include budgeting, purchasing, technical specifications, contract administration, engineering review, maintenance coordination, providing City Council presentations, customer complaint investigations, and payroll. Also, providing technical, professional, and safety training, and the hiring, promoting, and disciplining of the department's employees. There are two employees in the Utilities Administration Division.

Utility Administration - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Utilities Director *	1	1	1
Executive Assistant	1	1	1
Total	2	2	2

Utility Administration



Utility Administration - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003000-512000-	\$169,034	\$179,986
Fica Taxes	41003000-521100	\$10,481	\$11,159
Medicare Taxes	41003000-521200-	\$2,452	\$2,610
Retirement Contributions	41003000-522100-	\$45,998	\$47,907
Group Health	41003000-523000-	\$31,458	\$34,108
Workers Comp Insurance	41003000-524000	\$3,984	\$4,241

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total Personnel Services:		\$263,407	\$280,011
Operating Expenditures			
Professional Services	41003000-531500	\$125,000	\$91,000
Prof Ser - Software & Support	41003000-531700	\$121,733	\$147,000
Contractual Services	41003000-534000	\$120,000	\$120,000
Telephone & Data Communication	41003000-541000-	\$1,000	\$1,000
Freight and Postage Services	41003000-542000-	\$200	\$200
Copy Machine Leases	41003000-544500	\$1,400	\$1,400
Property & Casualty Insurance	41003000-545000	\$23,800	\$0
Repair & Maint Vehicles	41003000-546200	\$500	\$500
Office Supplies	41003000-551000-	\$1,000	\$500
Operating Supplies	41003000-552000	\$1,000	\$5,000
Gas & Oil	41003000-552700	\$700	\$500
Computers	41003000-552950	\$2,300	\$3,000
Memberships/Dues	41003000-554200	\$1,000	\$750
Training	41003000-555500	\$9,000	\$5,000
Total Operating Expenditures:		\$408,633	\$375,850
Capital Outlay			
Machinery & Equipment	41003000-564000	\$55,000	\$0
Total Capital Outlay:		\$55,000	\$0
Debt Service			
Loan Principal - SRF Loan	41003000-571002-	\$1,511,675	\$1,511,674
Loan Principal - Meter Rplc	41003000-571003-	\$737,915	\$737,915
2025 Bond Payment - Principal	41003000-571025	\$0	\$248,469
2025 Bond Payment - Interest	41003000-572025	\$0	\$116,348
Total Debt Service:		\$2,249,590	\$2,614,406
Transfers Out			
Transfer To General Fund	41003000-591001	\$1,642,800	\$1,705,673
Transfer to Airport Fund	41003000-591420-	\$234,850	\$234,850
Transfer to Internal Service Fund	41003000-591511	\$0	\$28,560
Reserve	41003000-599100-	\$2,336,671	\$1,962,828
Total Transfers Out:		\$4,214,321	\$3,931,911
Total Expense Objects:		\$7,190,951	\$7,202,178

Utility Billing



Utility Fund

Org Code: 41001300

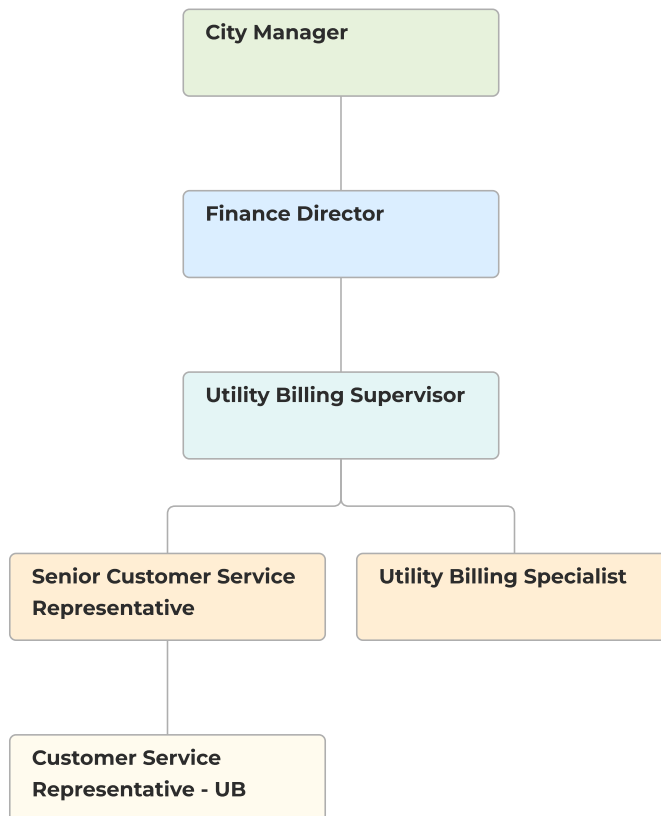
The Utility Billing (UB) Division is a division of the Finance Department. This division maintains and processes all water, sewer, and sanitation billing records; processing four scheduled billing cycles each month; and providing customer service to utility and sanitation customers regarding their accounts. In conjunction with Utility Department meter readers, UB coordinates work related to checking for leaks, lock offs, and reread orders. UB functions as the primary cash receipts area within the City, collecting and aggregating receipts from other City departments to prepare the City's daily banking deposit.

Utility Billing - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Utility Billing Supervisor	1	1	1
Senior Customer Service Representative - UB	1	1	1
Utility Billing Specialist	1	1	1
Customer Service Representative - UB	4	3.5	4
Total	7	6.5	7

Utility Billing



Utility Billing - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41001300-512000-	\$222,167	\$264,355
Overtime	41001300-514000	\$500	\$500
FICA Taxes	41001300-521100	\$13,778	\$16,389
Medicare Taxes	41001300-521200-	\$3,225	\$3,835
Retirement Contributions	41001300-522100-	\$30,284	\$37,090
Group Health Insurance	41001300-523000-	\$64,758	\$80,916
Workers Comp Insurance	41001300-524000-	\$5,239	\$6,229
Total Personnel Services:		\$339,951	\$409,314
Operating Expenditures			
Medical Services	41001300-531200	\$300	\$1,000
Professional Services	41001300-531500	\$10,000	\$10,000
Contractual Services	41001300-534000	\$60,000	\$60,000
Contract Svcs-Proc CC Fees	41001300-534700	\$140,000	\$160,000
Telephone & Data Communication	41001300-541000-	\$2,000	\$4,000
Freight & Postage	41001300-542000	\$100,000	\$90,000
Copy Machine Leases	41001300-544500	\$1,100	\$1,100
Property & Casualty Insurance	41001300-545000	\$13,400	\$0
Office Supplies	41001300-551000	\$600	\$600
Operating Supplies	41001300-552000	\$2,000	\$2,000
Training	41001300-555500-	\$6,000	\$15,000
Total Operating Expenditures:		\$335,400	\$343,700
Capital Outlay			
Building & Building Improvemen	41001300-562000-	\$50,000	\$50,000
Machinery & Equipment	41001300-564000-	\$100,000	\$40,000
Total Capital Outlay:		\$150,000	\$90,000
Transfers Out			
Transfer to Internal Service Fund	41001300-591511	\$0	\$16,080
Total Transfers Out:		\$0	\$16,080
Total Expense Objects:		\$825,351	\$859,094

Water



Utility Fund

Org Code: 41003300

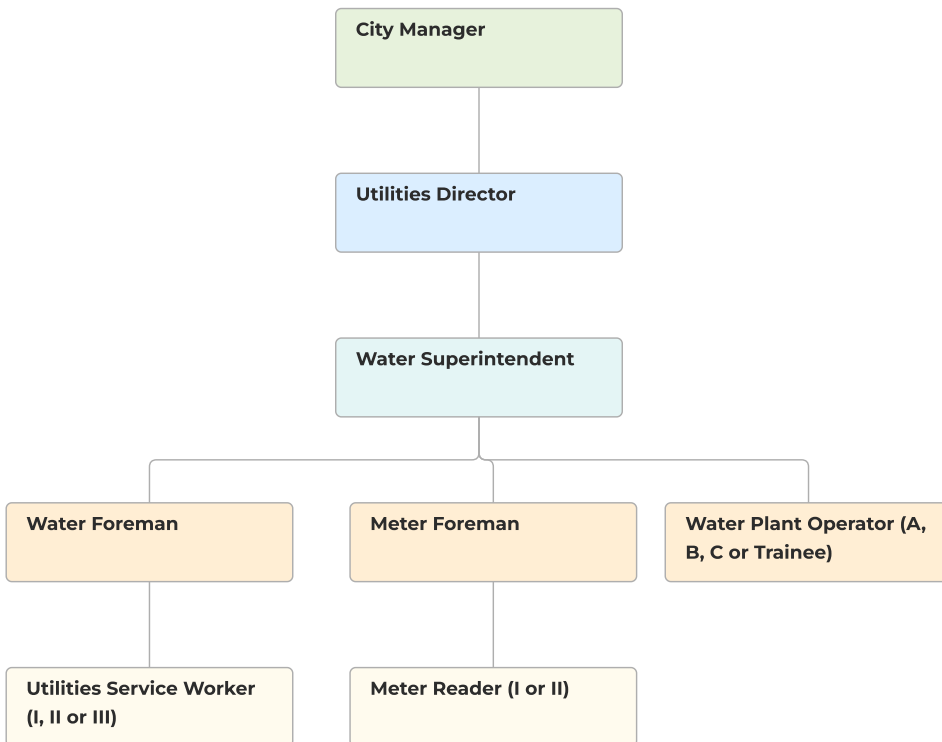
The Water Division is accountable for the City's Drinking Water Supply, treatment operations, distribution piping, and reclaimed water distribution system. This responsibility includes the water treatment operations and distribution pumping (to the customer's tap), well and distribution sampling, flushing programs, Florida Department of Environmental Protection (FDEP), and Southwest Florida Water Management District (SWFWMD) operating permits. In addition, chemical ordering, meter turn ons/turn offs/lock offs, water main breaks, Backflow Prevention Program, Cross Connection Control Program, utility locates, customer complaints, new water services, valve exercising, and operations/maintenance of the valve system, fire hydrant operation, testing, and maintenance, meter reading, meter box repairs and installation, meter change-outs and meter leaks. The FDEP and SWFWMD permits the Water Treatment Plants and distribution system. The Water Division is in charge of the operation and maintenance of this system in accordance with the operating permits and Florida Administrative Codes.

Water - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Water Superintendent *	1	1	1
Water Foreman	1	1	1
Water Plant Operator (A, B, C or Trainee)	3	3	3
Meter Foreman	1	1	1
Utilities Service Worker (I, II or III)	6	8	8
Meter Reader (I or II)	1	2	2
Total	13	16	16

Water



Water - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003300-512000-	\$719,341	\$818,743
Overtime	41003300-514000	\$35,000	\$50,000
Fica Taxes	41003300-521100-	\$44,606	\$50,761
Medicare Taxes	41003300-521200	\$10,439	\$11,875
Retirement Contributions	41003300-522100	\$110,061	\$120,335
Group Health	41003300-523000	\$307,326	\$347,586
Workers Comp Insurance	41003300-524000	\$16,959	\$19,294
Total Personnel Services:		\$1,243,732	\$1,418,594
Operating Expenditures			
Medical Services	41003300-531200-	\$1,000	\$1,000
Laboratory Analysis	41003300-531300-	\$50,000	\$30,000
Professional Services	41003300-531500-	\$150,000	\$300,000
Contractual Services	41003300-534000-	\$275,000	\$275,000
Property Tax	41003300-538000-	\$200	\$200
Telephone & Data Communication	41003300-541000	\$30,000	\$30,000
Freight and Postage Services	41003300-542000	\$500	\$500
Electricity	41003300-543000	\$150,000	\$150,000
Water & Sewer Expense	41003300-543300	\$250	\$250
Leases & Rentals	41003300-544000	\$1,000	\$1,000
Copy Machine Leases	41003300-544500	\$500	\$500
Property & Casualty Insurance	41003300-545000	\$48,700	\$0
Repair & Maint-Buildings	41003300-546000	\$4,000	\$4,000
Repair & Maint-Equipment	41003300-546100	\$75,000	\$75,000
Repair & Maint Vehicles	41003300-546200	\$30,000	\$30,000
Water Tank Maintenance	41003300-546300	\$80,000	\$80,000
Repair & Maint-Water Lines	41003300-546400-	\$250,000	\$250,000
Licenses and Permits	41003300-549200-	\$2,000	\$2,000
Office Supplies	41003300-551000	\$3,000	\$3,000
Operating Supplies	41003300-552000	\$60,000	\$65,000
Uniforms	41003300-552100	\$6,000	\$9,000
Tools, Small Equipment	41003300-552300-	\$20,000	\$20,000
Chemicals	41003300-552400	\$40,000	\$50,000
Gas & Oil	41003300-552700-	\$50,000	\$60,000
Computers	41003300-552950	\$12,200	\$18,000
Memberships/Dues	41003300-554200-	\$2,000	\$2,000
Training	41003300-555500-	\$30,000	\$30,000
Total Operating Expenditures:		\$1,371,350	\$1,486,450
Capital Outlay			

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Buildings/Bldg Improvements	41003300-562000	\$0	\$750,000
Building Improvements - City Yard Complex	41003300-562000-21P07	\$600,000	\$11,551,129
Infrastructure	41003300-563000-	\$280,000	\$405,000
Infrastructure - Palm Grove Extension	41003300-563000-24P02	\$1,066,000	\$0
Infrastructure - Alston to Tucker Extension	41003300-563000-24P03	\$1,205,000	\$0
Machinery and Equipment	41003300-564000-	\$410,000	\$600,000
Machinery & Equipment - Meter & Backflow Replace	41003300-564000-26P01	\$0	\$1,710,000
Inventory Purchases	41003300-565900-	\$500,000	\$500,000
Total Capital Outlay:		\$4,061,000	\$15,516,129
Transfers Out			
Transfer to Internal Service Fund	41003300-591511	\$0	\$58,440
Total Transfers Out:		\$0	\$58,440
Total Expense Objects:		\$6,676,082	\$18,479,613

Wastewater



Utility Fund

Org Code: 41003500

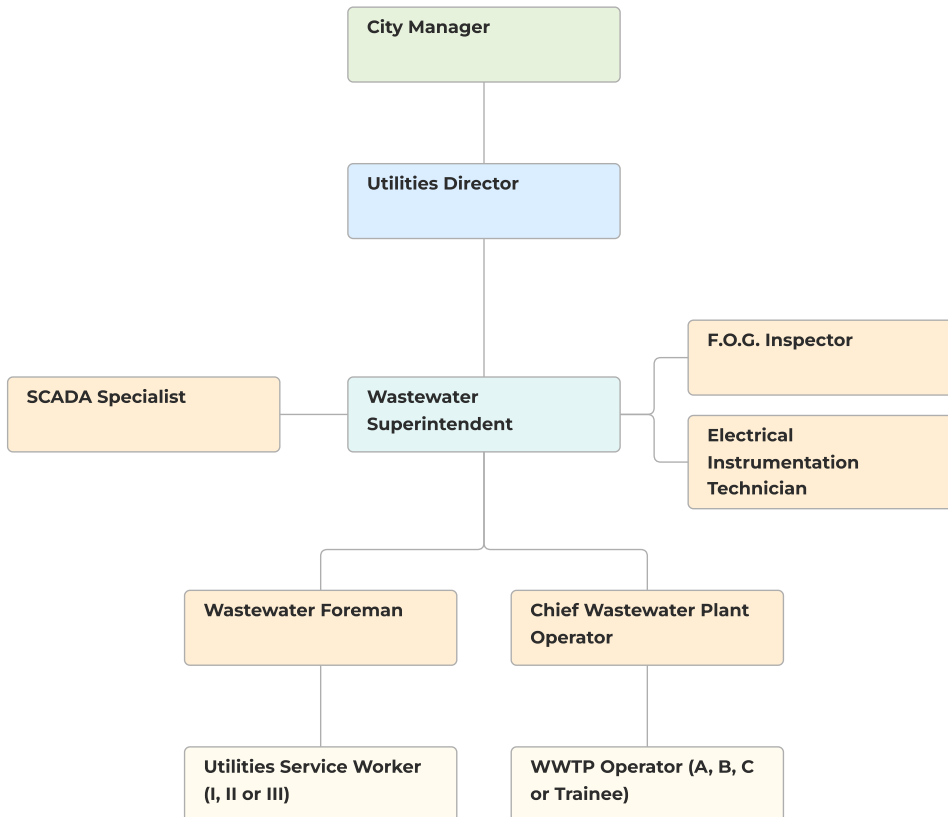
The Wastewater Division is held accountable for the operation and maintenance of the City's 4.5 million gallons per day Wastewater Treatment Plant, reclaimed water pumping station, 38 acres of rapid infiltration basins, 67 sewage lift stations and all of the City's sewer collection system. Which includes over 300 miles of gravity and pressurized underground sewer pipes and ~1,600 sanitary sewer manholes. The Division is also in charge of sewer line installations, breaks and preventative maintenance, manhole maintenance, utility locates, the Fats, Oils, and Grease Program (FOG), and customer complaints. The Florida Department of Environmental Protection (FDEP) permits the Wastewater Treatment Plant and Sewer Collection system and the Division is responsible for the proper operation and maintenance of these systems in accordance with the FDEP operating permit and Florida Administrative Codes. There are 18 employees in the Wastewater Division.

Wastewater - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Wastewater Superintendent *	1	1	1
Chief Wastewater Plant Operator *	1	1	1
WWTP Operator (A, B, C or Trainee)	5	5	5
Electrical Instrumentation Technician	1	1	1
SCADA Specialist	1	1	1
Wastewater Foreman	1	1	1
F.O.G. Inspector	1	1	1
Utilities Service Worker (I, II or III)	7	10	10
Total	18	21	21

Wastewater



Wastewater - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003500-512000	\$859,828	\$988,674
Overtime Sewer	41003500-514000-	\$90,000	\$100,000
Fica Taxes	41003500-521100	\$53,319	\$61,298
Medicare Taxes	41003500-521200	\$12,478	\$14,337
Retirement Contributions	41003500-522100-	\$130,995	\$138,715
Group Health	41003500-523000-	\$273,153	\$276,896
Workers Comp Insurance	41003500-524000	\$20,276	\$23,298
Total Personnel Services:		\$1,440,049	\$1,603,218
Operating Expenditures			
Medical Services	41003500-531200	\$1,000	\$1,000
Laboratory Analysis	41003500-531300	\$60,000	\$60,000
Professional Services	41003500-531500-	\$500,000	\$400,000
Contractual Services	41003500-534000-	\$500	\$500
Contractual Hauling	41003500-534500-	\$200,000	\$225,000
Property Tax	41003500-538000	\$50	\$50
Telephone & Data Communication	41003500-541000-	\$20,000	\$20,000
Freight and Postage Services	41003500-542000	\$500	\$500
Electricity	41003500-543000-	\$475,000	\$450,000
Water & Sewer Expense	41003500-543300	\$25,000	\$25,000
Refuse Removal	41003500-543400-	\$9,000	\$9,000
Property & Casualty Insurance	41003500-545000-	\$320,000	\$0
Repair & Maint-Buildings	41003500-546000-	\$28,000	\$28,000
Repair & Maint-Equipment	41003500-546100-	\$125,000	\$150,000
Repair & Maint Vehicles	41003500-546200	\$40,000	\$50,000
Repair & Maint-Infrastructure	41003500-546300	\$200,000	\$200,000
Licenses and Permits	41003500-549200-	\$1,500	\$1,500
Office Supplies	41003500-551000-	\$1,200	\$1,200
Operating Supplies	41003500-552000-	\$65,000	\$70,000
Uniforms	41003500-552100-	\$7,000	\$7,000
Tools, Small Equipment	41003500-552300	\$20,000	\$20,000
Chemicals & Chlorine Gas	41003500-552400	\$250,000	\$250,000
Gas & Oil	41003500-552700-	\$50,000	\$50,000
Computers	41003500-552950-	\$3,300	\$18,000
Memberships/Dues	41003500-554200	\$1,800	\$1,800
Training	41003500-555500	\$20,000	\$20,000
Total Operating Expenditures:		\$2,423,850	\$2,058,550
Capital Outlay			
Infrastructure	41003500-563000	\$1,835,000	\$3,270,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Infrastructure - Pasco Reclaim Interconnect	41003500-563000-22P01	\$2,000,000	\$0
Infrastructure - 8" Reclaimed Water Line Ext	41003500-563000-24P04	\$1,650,000	\$0
Infrastructure - Influent Surge Tank	41003500-563000-25P02	\$1,500,000	\$0
Machinery and Equipment	41003500-564000	\$305,000	\$575,000
Machinery & Equipment - Lift Station Generators	41003500-564000-25P01	\$1,300,000	\$0
Inventory Purchases	41003500-565900-	\$20,000	\$20,000
Total Capital Outlay:		\$8,610,000	\$3,865,000
Transfers Out			
Transfer to Internal Service Fund	41003500-591511	\$0	\$384,000
Total Transfers Out:		\$0	\$384,000
Total Expense Objects:		\$12,473,899	\$7,910,768

Airport



Airport Fund

Org Code: 42004200

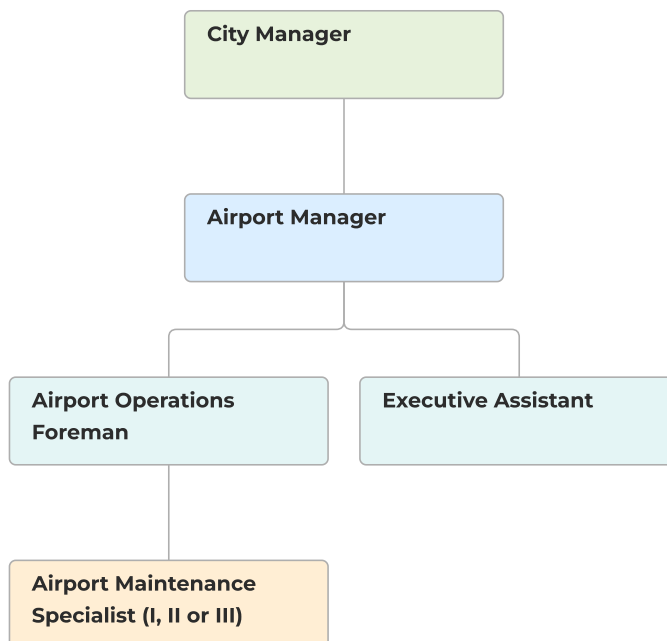
Jump right in to Zephyrhills Municipal Airport (ZPH) is in Pasco County, approximately 26 miles northeast of Tampa. The airport is publicly owned and operated by the City of Zephyrhills. The airport has two paved runways, the longest of which measures 6,200 feet long by 100 feet wide (Runway 01/19) and (05/23) which measures 5,000 feet long by 100 feet wide, both servicing 60,000 lbs. aircrafts. The airport primarily supports many aspects of General Aviation flying and local business aircraft, with pilots either stopping to refuel or to enjoy a longer weekend visit. Pilots and passengers can have lunch down town on Main Street at one of several local restaurants or experience the tranquility of one of several nearby natural areas, including the Crystal Springs Preserve, Hillsborough River State Park, or the Upper Hillsborough Preserve. The Pigz In Z'hills BBQ and Blues Fest is also a major draw. This annual event showcases BBQ, blues music, classic cars, and a military history museum. The Zephyrhills Municipal Airport also supports frequent skydiving operations. Thrill-seekers from across the world come to train and experience skydiving at Skydive City Z-Hills. Other airport tenants include Zephyr Aircraft Engines, Hawk Aircraft painting services, POSOVA Aviation, skydiving equipment manufacturers and retailers, as well as other aircraft maintenance, repair, and detail shops.

Airport - Personnel Information

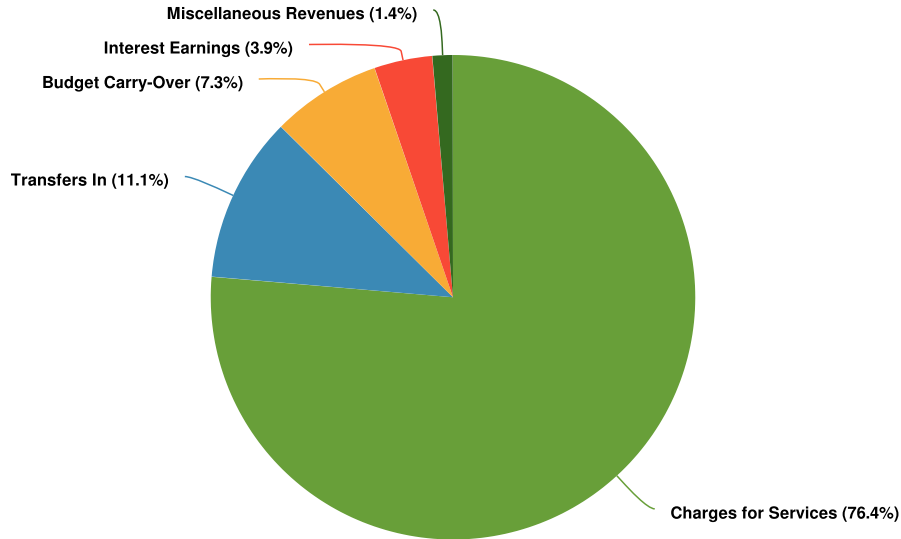
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Airport Manager *	1	1	1
Airport Operations Foreman	1	1	1
Executive Assistant	1	1	1
Airport Maintenance Specialist (I, II or III)	3	4	4
Total	6	7	7

Airport



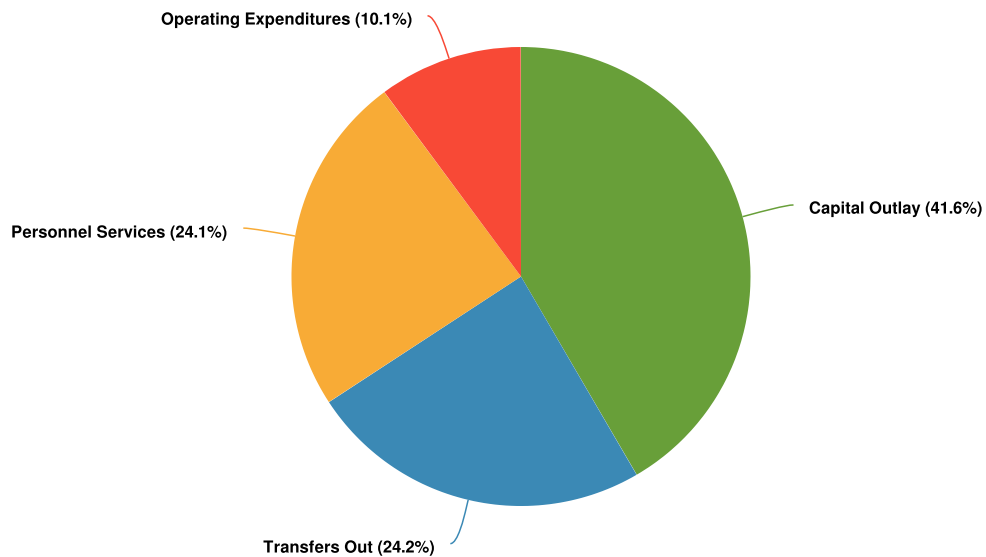
Airport - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	42000300-300100-	\$2,430,914	\$187,901
Total Budget Carry-Over:		\$2,430,914	\$187,901
Shared Revenues			
State Grants - Runway 1-19 Extension	42000334-334410-21P04	\$32,000	\$0
State Grants - Box Hangars/Taxiway F	42000334-334410-23P02	\$11,540,504	\$0
State Grants - Airfield Pavement Rehab	42000334-334410-24P01	\$800,000	\$0
State Grants - Runway 1-19 Extension Rehab	42000334-334410-24P06	\$3,360,000	\$0
Total Shared Revenues:		\$15,732,504	\$0
Charges for Services			
Airport Rental & Lease Income	42000344-344100-	\$308,796	\$357,720
Tie Down Fees	42000344-344101	\$20,800	\$24,623
Fuel Sales	42000344-344102	\$1,191,444	\$1,011,048
Oil Sales	42000344-344103	\$17,375	\$10,865
Fuel Flowage Fees	42000344-344105-	\$4,172	\$5,589
Shade Hangar Rent	42000344-344106	\$15,000	\$20,150
T Hangar Rent	42000344-344107	\$453,104	\$501,653
Trailer Parking	42000344-344109-	\$14,455	\$29,061
Late Payment Fees	42000344-344150-	\$1,000	\$1,000
Airport Venue Events	42000347-347510	\$2,000	\$2,000
Total Charges for Services:		\$2,028,146	\$1,963,709

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Interest Earnings			
Interest Income	42000361-361100	\$100,000	\$100,000
Total Interest Earnings:		\$100,000	\$100,000
Miscellaneous Revenues			
Surplus Property Sales	42000364-364400	\$5,000	\$5,000
Miscellaneous Revenue	42000369-369900	\$18,000	\$30,000
Total Miscellaneous Revenues:		\$23,000	\$35,000
Transfers In			
Transfer From General Fund	42000381-381100	\$18,740	\$18,740
Transfer from Utility Fund	42000381-381410	\$234,850	\$234,850
Transfer from Sanitation Fund	42000381-381430	\$31,440	\$31,440
Total Transfers In:		\$285,030	\$285,030
Total Revenue Source:		\$20,599,594	\$2,571,640

Airport - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	42004200-512000-	\$356,190	\$380,916
Overtime Airport	42004200-514000	\$9,000	\$18,500
Fica Taxes	42004200-521100	\$22,087	\$23,616
Medicare Taxes	42004200-521200	\$5,169	\$5,523
Retirement Contributions	42004200-522100	\$76,014	\$77,161
Group Health	42004200-523000	\$96,847	\$104,429
Workers Comp Insurance	42004200-524000-	\$8,397	\$8,977
Total Personnel Services:		\$573,704	\$619,122
Operating Expenditures			
Medical Services	42004200-531200-	\$300	\$300
Professional Services	42004200-531500-	\$12,000	\$11,000
Prof Ser - Software & Support	42004200-531700	\$13,989	\$18,000
Contractual Services	42004200-534000	\$15,500	\$15,000
Processing Fees Credit Cards	42004200-534700	\$55,850	\$60,000
Property Tax	42004200-538000	\$2,000	\$2,000
Telephone & Data Communication	42004200-541000	\$5,100	\$4,000
Aeronautical Communications	42004200-541200	\$8,500	\$8,000
Freight and Postage Services	42004200-542000	\$900	\$500
Electricity	42004200-543000-	\$36,000	\$38,500
Water & Sewer Expense	42004200-543300-	\$6,500	\$8,500

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Refuse Removal	42004200-543400	\$1,000	\$1,000
Copy Machine Leases	42004200-544500-	\$750	\$950
Property & Casualty Insurance	42004200-545000	\$116,000	\$0
Repair & Maint-Buildings	42004200-546000-	\$6,000	\$5,000
Repair & Maint-Equipment	42004200-546100	\$12,000	\$11,000
Repair & Maint Vehicles	42004200-546200	\$7,000	\$5,000
Repair & Maint-Infrastructure	42004200-546300-	\$35,000	\$35,000
Marketing/Publicity	42004200-548000	\$500	\$500
Special Event	42004200-548900	\$500	\$500
Legal Ads	42004200-549000-	\$500	\$500
Office Supplies	42004200-551000-	\$850	\$750
Operating Supplies	42004200-552000	\$10,000	\$9,500
Uniforms	42004200-552100	\$1,500	\$2,000
Tools, Small Equipment	42004200-552300	\$1,800	\$1,800
Gas & Oil City Use	42004200-552700	\$17,500	\$17,000
Memberships/Dues	42004200-554200	\$750	\$700
Training	42004200-555500	\$4,500	\$3,800
Total Operating Expenditures:		\$372,789	\$260,800
Capital Outlay			
Infrastructure - Runway 1-19 Extension	42004200-563000-21P04	\$40,000	\$0
Infrastructure - Box Hangars/Taxiway F	42004200-563000	\$11,450,000	\$0
Infrastructure - Airfield Pavement Rehab	42004200-563000-24P01	\$1,000,000	\$0
Infrastructure - Runway 1-19 Extension Rehab	42004200-563000-24P06	\$4,200,000	\$0
Machinery and Equipment	42004200-564000	\$0	\$30,000
Inventory Purchases	42004200-565900-	\$1,045,000	\$1,040,000
Total Capital Outlay:		\$17,735,000	\$1,070,000
Transfers Out			
Transfer To General Fund	42004200-591001-	\$20,000	\$20,000
Transfer to Internal Service Fund	42004200-591511	\$0	\$139,200
Reserve	42004200-599100	\$1,898,101	\$462,518
Total Transfers Out:		\$1,918,101	\$621,718
Total Expense Objects:		\$20,599,594	\$2,571,640

Sanitation



Sanitation Fund
Org Code: 43003400

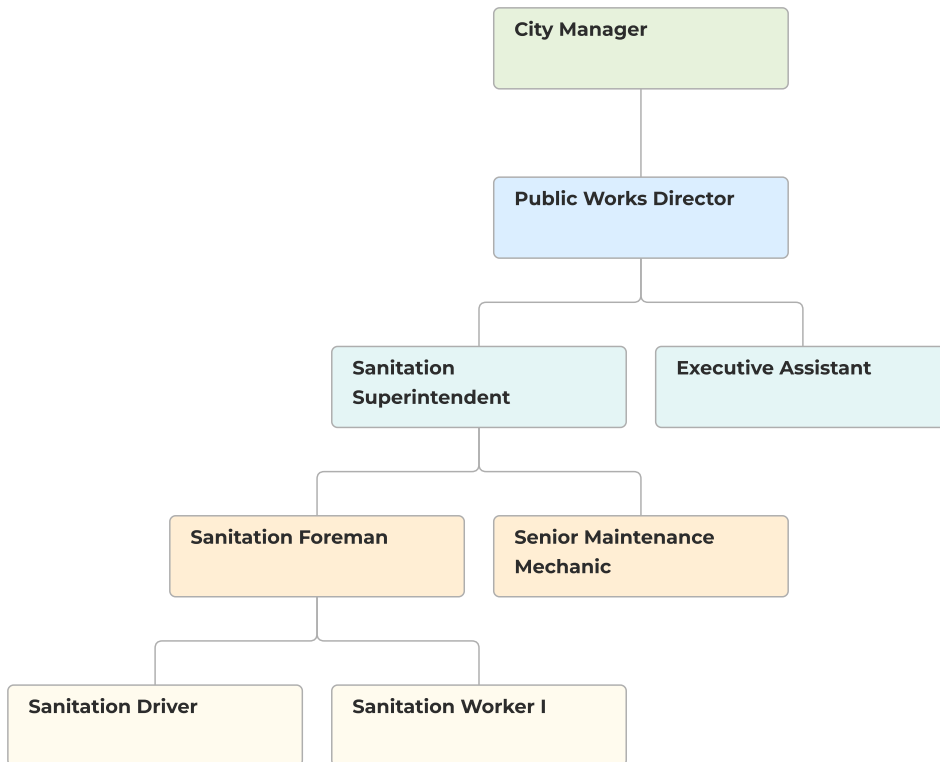
The Sanitation Division provides residential and commercial solid waste collection and disposal services. The Sanitation Division also offers bi-weekly recycling services. All solid waste and recyclables are transported to Pasco County facilities via City-owned collection vehicles for sorting and processing. Additional services include transportation of trash compactors and roll-off type construction containers. The Sanitation Division is an enterprise fund.

Sanitation - Personnel Information

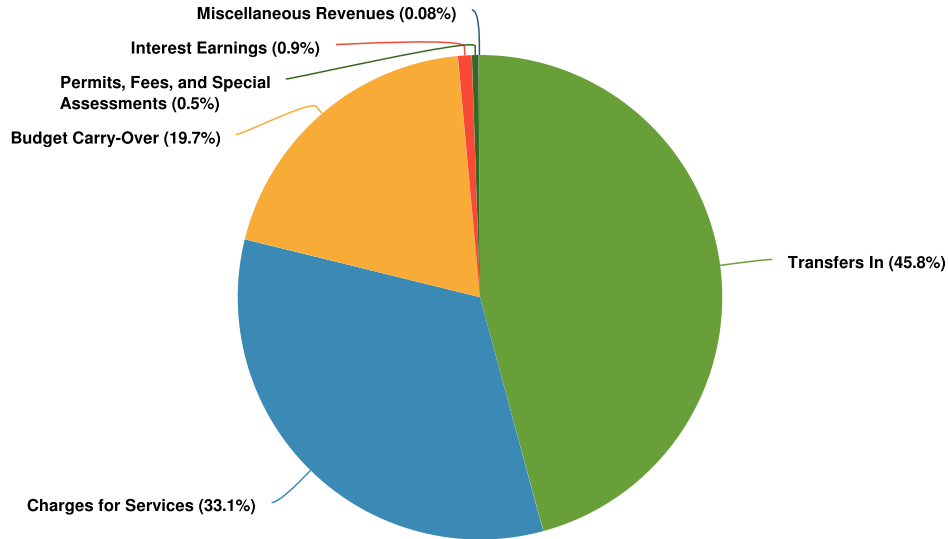
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Sanitation Superintendent *	1	1	1
Sanitation Foreman	1	1	1
Senior Maintenance Mechanic	1	1	1
Executive Assistant	1	1	1
Sanitation Driver/Assistant Sanitation Driver	6	7	8
Sanitation Worker I	2	2	2
Total	12	13	14

Sanitation



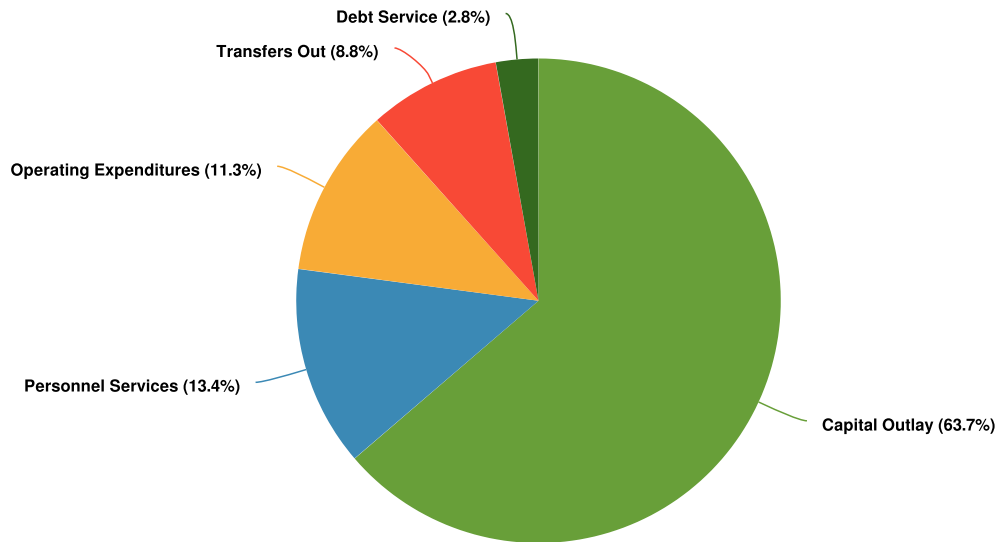
Sanitation - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	43000300-300100-	\$1,480,707	\$1,509,768
Total Budget Carry-Over:		\$1,480,707	\$1,509,768
Permits, Fees, and Special Assessments			
Sanitation Franchise Fees	43000323-323430-	\$30,000	\$35,000
Total Permits, Fees, and Special Assessments:		\$30,000	\$35,000
Charges for Services			
Sanitation Charges	43000343-343700	\$2,385,480	\$2,533,800
Total Charges for Services:		\$2,385,480	\$2,533,800
Interest Earnings			
Interest Income	43000361-361100	\$50,000	\$70,000
Total Interest Earnings:		\$50,000	\$70,000
Miscellaneous Revenues			
SCRAP Sales - Sanitation	43000365-365000	\$0	\$5,000
Miscellaneous Income	43000369-369900	\$1,000	\$1,000
Total Miscellaneous Revenues:		\$1,000	\$6,000
Transfers In			
Debt Proceeds - City Yard Complex	43000384-384000-21P07	\$0	\$3,510,818
Total Transfers In:		\$0	\$3,510,818

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total Revenue Source:		\$3,947,187	\$7,665,386

Sanitation - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	43003400-512000	\$531,015	\$652,119
Overtime Sanitation	43003400-514000-	\$40,000	\$50,000
Fica Taxes	43003400-521100	\$32,932	\$40,431
Medicare Taxes	43003400-521200	\$7,705	\$9,456
Retirement Contributions	43003400-522100-	\$82,176	\$102,619
Group Health	43003400-523000-	\$142,474	\$155,928
Workers Comp Insurance	43003400-524000	\$12,521	\$15,368
Total Personnel Services:		\$848,823	\$1,025,921
Operating Expenditures			
Medical Services	43003400-531200	\$500	\$1,000
Professional Services	43003400-531500	\$50,000	\$50,000
Prof Ser - Software & Support	43003400-531700-	\$28,155	\$33,000
Contractual Services	43003400-534000	\$500	\$500
Contractual Services-TempLabor	43003400-534300	\$3,000	\$3,000
Telephone & Data Communication	43003400-541000	\$3,500	\$3,500
Freight and Postage Services	43003400-542000-	\$300	\$300
Refuse Removal	43003400-543400-	\$2,000	\$2,000
Rentals & Leases	43003400-544000-	\$18,000	\$25,000

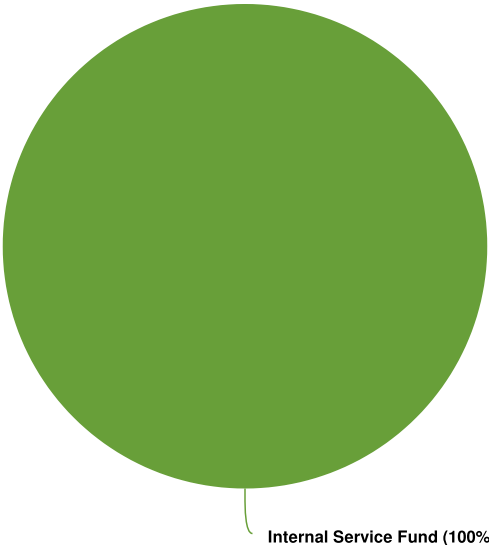
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Copy Machine Leases	43003400-544500-	\$500	\$500
Property & Casualty Insurance	43003400-545000-	\$77,350	\$0
Repair & Maint-Equipment	43003400-546100-	\$35,000	\$35,000
Repair & Maint Vehicles	43003400-546200-	\$328,000	\$350,000
Operating Supplies	43003400-552000-	\$40,000	\$40,000
Dumpsters <\$5,000	43003400-552090-	\$60,000	\$65,000
Uniforms	43003400-552100	\$6,000	\$6,000
Tools, Small Equipment	43003400-552300	\$4,000	\$4,000
Landfill Fees	43003400-552500	\$28,000	\$30,000
Community Clean Up	43003400-552665-	\$7,500	\$7,500
Gas & Oil	43003400-552700	\$175,000	\$200,000
Computers	43003400-552950	\$3,500	\$3,500
Memberships/Dues	43003400-554200-	\$600	\$600
Training	43003400-555500	\$3,500	\$5,000
Total Operating Expenditures:		\$874,905	\$865,400
Capital Outlay			
Buildings/Bldg Improvements	43003400-562000	\$20,000	\$25,000
Building Improvements - City Yard Complex	43003400-562000	\$200,000	\$3,510,818
Machinery and Equipment	43003400-564000-	\$860,500	\$1,319,000
Roll-off Dumpsters	43003400-564090-	\$30,000	\$30,000
Total Capital Outlay:		\$1,110,500	\$4,884,818
Debt Service			
BB&T Loan	43003400-571000	\$20,662	\$20,662
2025 Bond Payment - Principal	43003400-571025	\$0	\$133,157
2025 Bond Payment - Interest	43003400-572025	\$0	\$62,352
Total Debt Service:		\$20,662	\$216,171
Transfers Out			
Transfer To General Fund	43003400-591001	\$330,000	\$330,000
Transfer to Airport Fund	43003400-591420	\$31,440	\$31,440
Transfer to Internal Service Fund	43003400-591511	\$0	\$92,820
Reserve	43003400-599100	\$730,857	\$218,816
Total Transfers Out:		\$1,092,297	\$673,076
Total Expense Objects:		\$3,947,187	\$7,665,386

Internal Service Fund



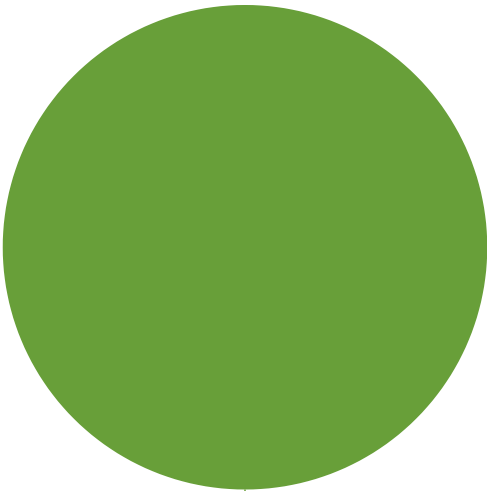
The Internal Service Fund was created in Fiscal Year 2025-2026 to manage all self-insurance liability coverage for the City including payment of general and automobile liability claims. This program accounts for the operation of the Risk Management Department, payment of claims, and costs associated with defending claims against the City. Revenues for the Internal Service Fund are received from other funds in the form of operating transfers to ensure stability of reserves and to fully cover the projected operating expenditures of the Self-Insurance Program.

Internal Service Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Internal Service Fund			
Charges for Services			
Insurance Charges General Fund	511-341001	\$0	\$667,200
Insurance Charges CRA	511-341110-	\$0	\$8,280
Insurance Charges W&S	511-341410-	\$0	\$487,080
Insurance Charges Airport	511-341420	\$0	\$139,200
Insurance Charges Sanitation	511-341430-	\$0	\$92,820
Total Charges for Services:		\$0	\$1,394,580
Total Internal Service Fund:		\$0	\$1,394,580

Internal Service Fund - Expenditures by Fund



Internal Service Fund (100%)

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Internal Service Fund			
Operating Expenditures			
Property & Casualty Insurance	51101370-545000-	\$0	\$1,394,580
Total Operating Expenditures:		\$0	\$1,394,580
Total Internal Service Fund:		\$0	\$1,394,580

CAPITAL IMPROVEMENTS

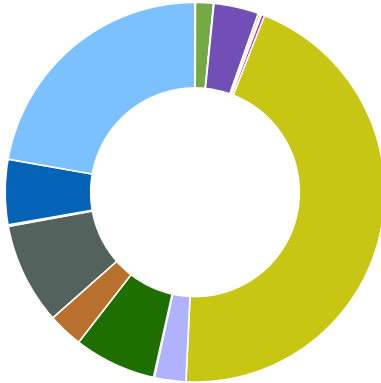
FY 2025 Capital Projects

Total Capital Requested

\$69,867,917

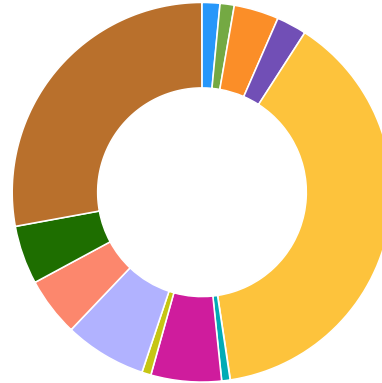
117 Capital Improvement Projects

Total Funding Requested by Department



Administration (0%)	\$30,000.00
Airport (2%)	\$1,070,000.00
Building Department (0%)	\$23,000.00
CRA (4%)	\$2,669,000.00
Fleet Maintenance (0%)	\$144,000.00
Human Resources (0%)	\$40,000.00
Information Technology (0%)	\$15,000.00
Library (0%)	\$183,000.00
Parks & Facilities Maintenance (45%)	\$31,296,367.00
Police (3%)	\$1,867,212.00
Police Dispatch (0%)	\$58,391.00
Sanitation (7%)	\$4,884,818.00
Stormwater Management (3%)	\$2,090,000.00
Streets (9%)	\$6,026,000.00
Utility Billing (0%)	\$90,000.00
Wastewater (6%)	\$3,865,000.00
Water Department (22%)	\$15,516,129.00
TOTAL	\$69,867,917.00

Total Funding Requested by Source



Airport Fund (2%)	\$1,070,000.00
ARPA (1%)	\$845,000.00
CRA Fund (4%)	\$2,669,000.00
Gas Tax (3%)	\$1,790,000.00
General Fund (38%)	\$26,895,258.00
Library Reserves (0%)	\$5,000.00
Parks Impact Fee (1%)	\$500,000.00
Penny 4 Pasco (6%)	\$4,201,712.00
Police Impact Fee (1%)	\$536,000.00
Sanitation Fund (7%)	\$4,884,818.00
State Appropriation (5%)	\$3,500,000.00
Transportation Impact Fee (5%)	\$3,500,000.00
Utility Fund (28%)	\$19,471,129.00
TOTAL	\$69,867,917.00

Airport Requests

Itemized Requests for 2026

Fuel Inventory for Resale	\$1,040,000
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Fuel inventory for resale.

Golf Carts (2)	\$30,000
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Requesting 2 golf carts to taxi customers to and from their planes. The golf cart will optimize service for jet traffic/business accommodations.

Total: \$1,070,000

Library Requests

Itemized Requests for 2026

Purchase New Library Books and Materials	\$33,000
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Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Replace A/C-Heating units (two)	\$150,000
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The two A/C-heating units have reached the end of their useful service life.

Total: \$183,000

Administration Requests

Itemized Requests for 2026

City Hall Improvements	\$30,000
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City hall improvements to the council chambers and decorative art projects for lobbies and hallways.

Total: \$30,000

Information Technology Requests

Itemized Requests for 2026

City Hall Server Replacement	\$15,000
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City Hall server replacement - the server is due for a replacement cycle.

Total: \$15,000

Streets Requests

Itemized Requests for 2026

Annual Street Resurfacing	\$1,000,000
Annual Street Resurfacing - city wide.	
City Wide Sidewalks	\$700,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
City Wide Trails	\$500,000
City wide trails. To continue adding trails based on the sidewalk & trail master plan. Also to add missing connections to trails.	
Gateway Project	\$500,000
Gateway project.	
Hot Spot - Intersection Improvements	\$2,000,000
City Council approved the "Hot Spots" map. During FY 24, analysis and design of several of the intersections was initiated. Funding in FY 26 is for construction of the intersection improvements.	
Pretty Pond and Wire Road Roundabout	\$1,000,000
Intersection improvements at Pretty Pond and Wire Road. Improvements will include the removal of the 4-way stop and constructing a roundabout.	
Streets 3/4 Ton Pick Up Truck	\$76,000
Replacement 3/4 Ton Pick-Up Truck. Replace ST144 2004 Pick-Up Truck in poor condition.	
Streets Building Improvements	\$25,000
Building Improvements as needed.	
Streets Payloader	\$225,000
Replacement Payloader. Replaces ST149 2003 Kawasaki Loader in poor condition (inoperable).	
Total: \$6,026,000	

Parks & Facilities Maintenance Requests

Itemized Requests for 2026

City Wide Park Improvements	\$500,000
Improvements are to be implemented based on the Parks Master Plan.	
City Yard Building Construction - General	\$12,864,367
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Depot Parking Lot Improvements	\$375,000
Construct paved parking lot and drainage improvements at the Depot Museum 39110 South Avenue.	
Historic Building Renovations	\$100,000
Renovations, repairs and improvements to city owned historic buildings.	
Landscaping	\$15,000
Landscaping in various areas around the City.	
Park Improvements	\$845,000
Improvements are to be implemented based on the Parks Master Plan.	
Park Signs with New Logo	\$250,000
Construct park signs with new logo at the parks not located in the CRA.	
Parks & Facilities Building Improvements	\$25,000
Building Improvements as needed.	
Parks 3/4 Ton Truck 1 of 2	\$52,000
3/4 Ton Truck. Replaces PK70. 2015 in poor condition.	
Parks 3/4 Ton Truck 2 of 2	\$50,000
3/4 Ton Truck. Replaces PK252 2016 in poor condition.	
Parks 4500 Truck w/ Dump Body	\$90,000
New 4500 Truck w/ Dump Body. This truck will be used to transport mulch, sod, landscape material etc.	
Parks 5100 Tractor with loader bucket	\$80,000
Parks 5100 Tractor with loader bucket. Replaces PK147 2003 in poor condition.	
Parks Lawn Trailer	\$5,000
Parks Lawn Trailer for transporting mowers and miscellaneous equipment. Replaces PK201 1982 trailer in poor condition.	
Parks Sprayer / Spreader	\$15,000
Parks Sprayer / Spreader. For Bermuda turf maintenance at Hercules Park.	
Parks Zero Turn Mower 1 of 2	\$15,000
60" Zero Turn Mower, Replacement. Replaces PK602 in Poor Condition.	
Parks Zero Turn Mower 2 of 2	\$15,000
60" Zero Turn Mower, Replacement. Replaces PK615 in Poor Condition.	
Zephyr Park	\$13,350,000
Construction is to begin on implementing the Zephyr Park Master Plan.	

Zephyr Park.	\$2,650,000
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Construction is to begin on implementing the Zephyr Park Master Plan.

Total: \$31,296,367

Stormwater Management Requests

Itemized Requests for 2026

"C" Avenue Culvert Replacement, Design	\$150,000
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Upsize and Replace culvert under "C" Avenue per suggested BMP's from the stormwater master plan. Project to be coordinated with Pasco County in order to improve the Zephyr Creek Watershed.

20th Street & 4th Avenue Drainage Improvements, Design	\$150,000
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Drainage Improvements at 20th Street & 4th Avenue as per BMP's from stormwater masterplan.

6" Stormwater Discharge Hose	\$25,000
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6" Layflat Discharge Hose

6" Stormwater Pump, Portable	\$65,000
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6" Portable Stormwater Pump

9th Avenue Stormwater Improvements	\$850,000
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FDEP Appropriation - Re: 9th Avenue Stormwater Improvements

9th Avenue Stormwater Improvements.	\$150,000
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FDEP Appropriation - Re: 9th Avenue Stormwater Improvements

Retention Pond Fencing	\$50,000
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Replace Retention Pond Fencing as needed.

Stormwater Infrastructure Improvements	\$200,000
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Stormwater Infrastructure Improvements as needed.Example: Pumps, power panels etc.

Street Sweeper	\$450,000
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New Street Sweeper to replace #ST120 2016 Elgin Street Sweeper at end of service life. The industry standard service life for a street sweeper is 6 years.

Total: \$2,090,000

Sanitation Requests

Itemized Requests for 2026

City Yard Building Construction - Sanitation	\$3,510,818
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Roll Off Dumpsters	\$30,000
Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.	
Sanitation 24' Tandem Axle Trailer	\$12,000
Trailer to be used for delivering z-carts and recycling carts.	
Sanitation Building Improvements	\$25,000
Building Improvements as needed.	
Sanitation Collection Body & Packer Replacement SA66	\$165,000
Furnish and install new body and packer on SA66 (Existing Collection Vehicle).	
Sanitation Collection Body & Packer SA700	\$165,000
Furnish and install new body and packer on SA700 (existing collection vehicle).	
Sanitation Curotto Can, Replacement	\$30,000
Curotto Can Replacement	
Sanitation Hydraulic Cylinders, Replacement	\$17,000
Replace hydraulic cylinders SA704 & SA705	
Sanitation Mig Welder	\$5,500
Mig Welder for dumpster repairs and maintenance.	
Sanitation New SUV	\$44,500
This new SUV purchase will be replacing the totaled Jeep Cherokee SA0268.	
Sanitation Recycling Carts 65 Gallon	\$200,000
65 Gallon Recycling Carts for automation of recycling collection. Sanitation Department to phase out 18-gallon bins currently used.	
Sanitation Side-Loader 30CY	\$330,000
Sanitation Side-Loader, 30CY. Replaces SA77 2014 at end of service life.	
Sanitation Side-Loader, 15CY	\$230,000
Sanitation Side-Loader. Replaces SA270 2006 in poor condition. This vehicle will collect solid waste in restrained space locations and also for missed pickups as needed.	
Sanitation Skid Steer, Replacement	\$120,000
Skid Steer Replacement. Replaces SA267 2016 Bobcat at end of service life.	
Total: \$4,884,818	

Police Dispatch Requests

Itemized Requests for 2026

Dispatch Consolidation - Central Square (Software/Subscriptions)

\$58,391

Central Square Contract #41-23-21 (CAD Software Maintenance) 47 Subscriptions - Required for Pasco County system access (Initial Term: 07/10/2023 - 07/10/2028) 5% Annual Increase

Total: \$58,391

Human Resources Requests

Itemized Requests for 2026

Salary Study

\$40,000

Expenditures for Salary Study

Total: \$40,000

Building Department Requests

Itemized Requests for 2026

Convert storage area in for office.

\$23,000

Subject: Request to Convert Storage Area into Office for Code EnforcementI would like to propose converting the current storage area into an office space to accommodate the Code Enforcement Officer position, pending approval of the Code Support...

Total: \$23,000

Police Requests

Itemized Requests for 2026

AXON Fleet3 FY24 (28 Units)	\$44,132
Recurring contract #41-23-22.1: Q-503821 (EXP: FY33)(28) In-car camera systems and evidence storage.	
AXON Fleet3 FY25 (7 Units)	\$14,160
Recurring contract #41-24-40: Q-584881 (EXP: FY34)(7) In-car camera systems and evidence storage.	
AXON Fleet3 FY26 (5 Units)	\$11,000
(5) In-car camera systems and evidence storage.	
AXON OSP7+ FY24 (10-Yr Rewrite)	\$208,020
Recurring 10-Year Rewrite Contract #25-23-02 (EXP: FY33)Includes equipment/evidence storageFY24: Q-503152 (48) Plans + (5) Additional Plans/Yr (EXP: FY33)	
Building Improvements - Furniture & Fixtures	\$30,000
Upgrade/replacement of administrative office furniture and fixtures.	
CIS Vehicle Radio Equipment (8)	\$25,000
New vehicle radio equipment	
CIS Vehicles FY26 (8)	\$515,900
(8) Vehicles: (1) K-9; (4) CIS; (3) SRT Pricing includes striping/equipment/lights & accessories/in-car printers Projection: (8) replacement vehicles annually @ ~\$67,000/ea plus \$7,500 for upgrades to existing fleet.	
Conceptual Design Work for Building Interior - Other	\$10,000
This budget request supports the continuation of conceptual design work at the Police Department, aimed at reinforcing the agency's mission, vision, and core values through visual, spatial, and branding enhancements. The project focuses on...	
Exterior Paint	\$25,000
Paint building exterior.	
Flock Safety Falcon System (3)	\$10,500
Recurring Contract #41-25-03 (EXP FY27-Auto Renewal)Falcon Flex	
Flock Safety Falcon System (6)	\$25,500
License Plate Readers - Service Agreement Q-134193	
Gutter Guards	\$12,500
The installation of gutter guards at the Police Department is a necessary preventative maintenance investment to protect recently replaced downspouts and ensure the continued integrity of the building's drainage system. The facility is surrounded...	
Handheld Radios	\$175,000
Replace (50) handheld radios for compatibility. \$3,300/ea.Current radios are outdated, and obtaining replacement parts is difficult.	
Keypad Access Upgrade	\$25,000
(7) Keypads Plus Boards/Software UpgradeUpgrading the security features of high-liability areas, such as the armory, property/evidence storage, and the confidential files office, is a critical operational priority. These locations handle sensitive...	
Laptops (9)	\$31,500
Purchase (9) laptops. \$3,500/ea.	

LiveScan End-of-Life Equipment Replacement	\$29,000
FBI/FDLE Approved Livescan Desktop Equipment10-Year End-of-Life ReplacementDataworks Florida State Contract #FDLE-001-25	
Monument and Building Upgrades	\$110,000
The proposed budget request seeks to fund the replacement and upgrade of the existing monument sign and related city signage located at the Police Department headquarters. This update is necessary to align with the city's newly adopted branding...	
Police Training Facility	\$500,000
The Police Department Training Facility would be designed to support comprehensive law enforcement training and continuing education. The facility would be purpose-built to ensure officers are equipped with the knowledge, skills, and practical...	
Rear Gate Electronic Entry	\$25,000
To enhance security, access control, and operational efficiency, we propose the installation of an electronic entry system at the rear gate of our facility/property. This system will allow for controlled entry through keycards, keypads, or remote...	
Roof Paint & Reseal	\$40,000
The Police Department building requires immediate attention to reseal and paint the roof due to a combination of aging infrastructure and recent performance issues. Over the past year, the department has experienced multiple leaks during periods...	
Total: \$1,867,212	

CRA Requests

Itemized Requests for 2026

8th Street & Oakside Neighborhood Improvements	\$600,000
Install new black street poles and signs, landscape pots, benches and trash receptacles and improvements to retention pond fencing.	
Backyard Project Renovation	\$250,000
Enhancements to the Backyard project at the corner of 8th St and 6th Avenue add seating, a pad and electricity for a food truck, and an area for entertainment.	
CRA District Land Acquisition	\$477,000
Acquisition of properties within the CRA District for projects as outlined in the CRA Masterplan	
Park and Entrance Signage - Public Art Opportunities	\$150,000
Continue to provide new logo signs within the CRA District. Continue to look for public art opportunities within the CRA District. Murals, water features, 3-D art to provide additional interest in the downtown area.	
Renovation of Clock Plaza	\$992,000
Design, permitting and construction of Clock Plaza.	
Sidewalk Development	\$150,000
Design and survey services for sidewalks within the CRA.	
The 6th Avenue alley enhancement	\$50,000
Design pedestrian connection from Backyard and City Hall to 5th Avenue, using art, hardscape, lighting.	
Total: \$2,669,000	

Water Department Requests

Itemized Requests for 2026

Backflow Replacement	\$180,000
Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...	
City Yard Building Construction - Utilities	\$11,551,129
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Drinking Water Well Rehabilitation	\$175,000
This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), & the scouring of the well casing at Well # 4. This will also include new reagent less chlorine analyzers at wells 4...	
Inventory - Water	\$500,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...	
Meter and Backflow Replacement Program	\$1,710,000
This will be a 3-year project which will replace approximately 10,000 meters and backflow devices. The meters that were not replaced when Fathom replaced the majority of them, the remaining meters are at the end of their normal useful...	
New camera systems for well sites 2, 3, 4, and 5.	\$20,000
The camera systems will be utilized as a security system in hopes to prevent any intruders from damaging the equipment..	
New Meter Reader Vehicle	\$50,000
New Meter Reader needs own vehicle. Replaces #163163: - Year: 2013, Mileage: 101940, Problems: Body damage, engine issues, starting issuesNeed to remember, although the mileage doesn't seem too bad, this truck runs a lot more than what the mileage...	
SCADA System Maintenance and/or Upgrades	\$50,000
This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication.To include potential...	
Trailer Mounted Air Compressor and pneumatic moles	\$50,000
This equipment is used for large air tools and drilling holes with the requested moles for water lines.	
Two New Utility Vehicles	\$200,000
Two new vehicles to replace two older vehicles 18 & 2418: - Year: 2015, Mileage: 89091, Problems: DEF (Diesel) system, wiring issues24: - Year: 2015, Mileage: 105134, Problems: DEF System, wiring issues, trailer brake controllerNeed to...	
Well 10 Improvements	\$750,000
This project is to plan and construct a building around Well # 10 which is currently located outside in the elements. This will include a pump/electrical room, chemical room, new generator, and perimeter fencing.	
Well 3 and 11 Generator Replacement	\$280,000
Replace existing aged generators for Well 3 and 11	
Total: \$15,516,129	

Wastewater Requests

Itemized Requests for 2026

Digester Rehabilitation	\$1,000,000
The current digester has seen its better days long ago. It is used as an aerobic digester for sludge de-watering purposes. This tank needs to be cleaned out, resurfaced inside and out, coated, and improvements to the coarse air diffuser system.	
Gravity Sewer Line Rehabilitations	\$800,000
Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.	
Inventory - Wastewater	\$20,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	
Lift Station Major Rehabilitations	\$550,000
This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.	
Lift Station Odor Control	\$120,000
This will be a multi-year project to install additional odor control systems at specific lift stations. This process reduces the hydrogen sulfide production within the force mains to reduce the odors at the lift station.	
New LARGE Crane Truck	\$225,000
This new vehicle needs to be large enough to put a heavy crane on it so we will be able to pull the extremely large lift station pumps that have been recently installed.	
New service truck for additional employee	\$100,000
This full size service truck will be for our new employee who we have hired is FY25.	
Sewer Manhole Rehabilitations	\$250,000
This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.	
Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000
The sludge-holding tank needs to be emptied, all the surfaces inside and out need to be recoated, the main gear box needs to be replaced, all the metal structure needs to be sand-blasted and recoated. One tank this next FY, one the following FY as...	
Sludge Press Conveyor Improvement/replacement	\$250,000
This project will replace portions of the conveyor which transports pressed sludge into the bed of a semi-trailer for disposal. The current system is poorly designed and has become a safety concern as the piping has blown apart on multiple...	
Total: \$3,865,000	

Fleet Maintenance Requests

Itemized Requests for 2026

Fleet 1/2 Ton Pick up	\$55,000
Fleet truck for general service, service calls, picking up parts etc.	
Fleet Building Improvements	\$25,000
Misc. Building improvements as needed.	
Fleet Diagnostic Scanner & Software	\$12,000
Diagnostic Scanner and software for fleet troubleshooting and repairs.	
Fleet Hydraulic Hose Crimping Machine	\$15,000
This hydraulic hose crimping machine will provide the fleet team with the opportunity to fabricate hydraulic hoses "in-house" as needed.	
Fleet Mig Welder	\$6,000
Mig welder for fleet repairs and general welding.	
Fleet Plasma Cutter	\$6,000
Plasma cutter for fleet repairs.	
Fleet Tire Changing Machine	\$25,000
Tire Changing Machine for various sizes of tires (from automotive to heavy-truck).	
Total: \$144,000	

Utility Billing Requests

Itemized Requests for 2026

Re-work the Utility Customer service Area	\$50,000
As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.	
Tyler Notify Platform	\$40,000
Deliver messages and interact with recipients using the delivery channels and tools you use every day. Tyler Notify allows you to create and send customized messages via phone and email in a secure and audited environment and it specifically...	
Total: \$90,000	

Capital Requests by Fund

ERP Code	General Fund	2026 Capital Costs
01001200-561500-	Salary Study	\$40,000.00
01001200-562000-	City Hall Improvements	\$30,000.00
01001600-564000-	City Hall Server Replacement	\$15,000.00
01001900-562000-	Fleet Building Improvements	\$25,000.00
01001900-564000-	Fleet Diagnostic Scanner & Software	\$12,000.00
01001900-564000-	Fleet Tire Changing Machine	\$25,000.00
01001900-564000-	Fleet Hydraulic Hose Crimping Machine	\$15,000.00
01001900-564000-	Fleet Plasma Cutter	\$6,000.00
01001900-564000-	Fleet Mig Welder	\$6,000.00
01001900-564000-	Fleet 1/2 Ton Pick up	\$55,000.00
01002400-562000-	Convert storage area in for office	\$23,000.00
01004100-562000-	Streets Building Improvements	\$25,000.00
01007100-566000-	Purchase New Library Books and Materials	\$28,000.00
01007200-562000-	Parks & Facilities Building Improvements	\$25,000.00
01007200-562000-21P07	City Yard Building Construction - General	\$12,864,367.00
01007200-563000-24P08	Zephyr Park	\$13,350,000.00
01007200-563200-	Landscaping	\$15,000.00
01042100-564000-	Dispatch Consolidation - Central Square	\$58,391.00
01147100-566000-	Purchase New Library Books and Materials	\$5,000.00
ERP Code	Special Revenue Fund	2026 Capital Costs
10012100-552000-	Flock Safety Falcon System (6)	\$25,500.00
10012100-552300-	Handheld Radios	\$175,000.00
10012100-552300-	Flock Safety Falcon System (3)	\$10,500.00
10012100-552950-	Laptops (9)	\$31,500.00
10012100-562000-	Monument and Building Upgrades	\$110,000.00
10012100-562000-	Rear Gate Electronic Entry	\$25,000.00
10012100-562000-	Keypad Access Upgrade	\$25,000.00
10012100-562000-	Exterior Paint	\$25,000.00
10012100-562000-	Roof Paint & Reseal	\$40,000.00
10012100-562000-	Conceptual Design Work for Building Interior	\$10,000.00
10012100-562000-	Gutter Guards	\$12,500.00
10012100-564000-	CIS Vehicles FY26 (8)	\$515,900.00
10012100-564000-	CIS Vehicle Radio Equipment (8)	\$25,000.00
10012100-564000-	AXON OSP7+ FY24 (10-Yr Rewrite)	\$208,020.00
10012100-564000-	AXON Fleet3 FY26 (5 Units)	\$11,000.00
10012100-564000-	AXON Fleet3 FY25 (7 Units)	\$14,160.00
10012100-564000-	AXON Fleet3 FY24 (28 Units)	\$44,132.00
10012100-564000-	Building Improvements - Furniture & Fixtures	\$30,000.00
10012100-564000-	LiveScan End-of-Life Equipment Replacement	\$29,000.00
10013800-563000-23P01	"C" Avenue Culvert Replacement, Design	\$150,000.00
10013800-563000-23P01	20th Street & 4th Avenue Drainage Improvements, Design	\$150,000.00
10013800-563000-23P01	Stormwater Infrastructure Improvements	\$200,000.00
10013800-563000-26P02	9th Avenue Stormwater Improvements.	\$150,000.00
10014100-563111-21P11	City Wide Trails	\$500,000.00
10014100-563111-21P11	City Wide Sidewalks	\$700,000.00
10014100-564000-	Streets Payloader	\$225,000.00
10014100-564000-	Streets 3/4 Ton Pick Up Truck	\$76,000.00
10014100-564000-	Street Sweeper	\$450,000.00
10017100-562000	Replace A/C-Heating units (2)	\$150,000.00
10017200-562000-	Depot Parking Lot Improvements	\$375,000.00

10017200-562000-	Historic Building Renovations	\$100,000.00
10017200-563000-	Park Signs with New Logo	\$250,000.00
10017200-564000-	Parks Lawn Trailer	\$5,000.00
10017200-564000-	Parks 3/4 Ton Truck 2 of 2	\$50,000.00
10017200-564000-	Parks 4500 Truck w/ Dump Body	\$90,000.00
10017200-564000-	Parks 5100 Tractor with loader bucket	\$80,000.00
10017200-564000-	Parks 3/4 Ton Truck 1 of 2	\$52,000.00
10017200-564000-	Parks Sprayer / Spreader	\$15,000.00
10023800-563000-	Retention Pond Fencing	\$50,000.00
10023800-564000-	6" Stormwater Discharge Hose	\$25,000.00
10023800-564000-	6" Stormwater Pump, Portable	\$65,000.00
10024100-563100-	Annual Street Resurfacing	\$1,000,000.00
10027200-564000-	Parks Zero Turn Mower 1 of 2	\$15,000.00
10027200-564000-	Parks Zero Turn Mower 2 of 2	\$15,000.00
10057200-563000-	Park Improvements	\$845,000.00
10063800-563000-26P02	9th Avenue Stormwater Improvements	\$850,000.00
10067200-563000-24P08	Zephyr Park	\$2,650,000.00
ERP Code	CRA Fund	2026 Capital Costs
11005900-561000-	CRA District Land Acquisition	\$477,000.00
11005900-563000-	Renovation of Clock Plaza	\$992,000.00
11005900-563000-	8th Street & Oakside Neighborhood Improvements	\$600,000.00
11005900-563000-	Park and Entrance Signage - Public Art Opportunities	\$1,500.00
11005900-563000-	Park and Entrance Signage - Public Art Opportunities	\$148,500.00
11005900-563000-	Backyard Project Renovation	\$250,000.00
11005900-563000-	The 6th Avenue alley enhancement	\$25,000.00
11005900-563000-	The 6th Avenue alley enhancement	\$25,000.00
11005900-563111-21P11	Sidewalk Development	\$150,000.00
ERP Code	Impact Fee Fund	2026 Capital Costs
12014100-563000-	Gateway Project	\$500,000.00
12014100-563000-25P03	Hot Spot - Intersection Improvements	\$2,000,000.00
12014100-563000-25P04	Pretty Pond and Wire Road Roundabout	\$1,000,000.00
12037200-563000-	City Wide Park Improvements	\$500,000.00
12042100-562000-	Police Training Facility	\$500,000.00
ERP Code	Utility Fund	2026 Capital Costs
41001300-562000-	Re-work the Utility Customer service Area	\$50,000.00
41001300-564000-	Tyler Notify Platform	\$40,000.00
41003300-562000-	Well 10 Improvements	\$750,000.00
41003300-562000-21P07	City Yard Building Construction - Utilities	\$11,551,129.00
41003300-564000-	New camera systems for well sites 2, 3, 4, and 5.	\$20,000.00
41003300-564000-	Trailer Mounted Air Compressor and pneumatic moles	\$50,000.00
41003300-564000-	Two New Utility Vehicles	\$200,000.00
41003300-564000-	New Meter Reader Vehicle	\$50,000.00
41003300-564000-	Well 3 and 11 Generator Replacement	\$280,000.00
41003300-564000-	SCADA System Maintenance and/or Upgrades	\$50,000.00
41003300-564000-	Backflow Replacement	\$180,000.00
41003300-564000-	Drinking Water Well Rehabilitation	\$175,000.00
41003300-564000-26P01	Meter and Backflow Replacement Program	\$1,710,000.00
41003300-565900-	Inventory - Water	\$500,000.00
41003500-563000-	Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000.00
41003500-563000-	Digester Rehabilitation	\$1,000,000.00
41003500-563000-	Lift Station Odor Control	\$120,000.00
41003500-563000-	Gravity Sewer Line Rehabilitations	\$800,000.00

41003500-563000-	Sewer Manhole Rehabilitations	\$250,000.00
41003500-563000-	Lift Station Major Rehabilitations	\$550,000.00
41003500-564000-	Sludge Press Conveyor Improvement/replacement	\$250,000.00
41003500-564000-	New LARGE Crane Truck	\$225,000.00
41003500-564000-	New service truck for additional employee	\$100,000.00
41003500-565900-	Inventory - Wastewater	\$20,000.00
ERP Code	Airport Fund	2026 Capital Costs
42004200-564000-	Golf Carts (2)	\$30,000.00
42004200-565900-	Fuel Inventory for Resale	\$1,040,000.00
ERP Code	Sanitation Fund	2026 Capital Costs
43003400-562000-	Sanitation Building Improvements	\$25,000.00
43003400-562000-21P07	City Yard Building Construction - Sanitation	\$3,510,818.00
43003400-564000-	Sanitation New SUV	\$44,500.00
43003400-564000-	Sanitation 24' Tandem Axle Trailer	\$12,000.00
43003400-564000-	Sanitation Hydraulic Cylinders, Replacement	\$17,000.00
43003400-564000-	Sanitation Mig Welder	\$5,500.00
43003400-564000-	Sanitation Recycling Carts 65 Gallon	\$200,000.00
43003400-564000-	Sanitation Curotto Can, Replacement	\$30,000.00
43003400-564000-	Sanitation Collection Body & Packer Replacement SA66	\$165,000.00
43003400-564000-	Sanitation Side-Loader, 15CY	\$230,000.00
43003400-564000-	Sanitation Skid Steer, Replacement	\$120,000.00
43003400-564000-	Sanitation Collection Body & Packer SA700	\$165,000.00
43003400-564000-	Sanitation Side-Loader 30CY	\$330,000.00
43003400-564090-	Roll Off Dumpsters	\$30,000.00
Total 2026 Capital Costs		69,867,917.00

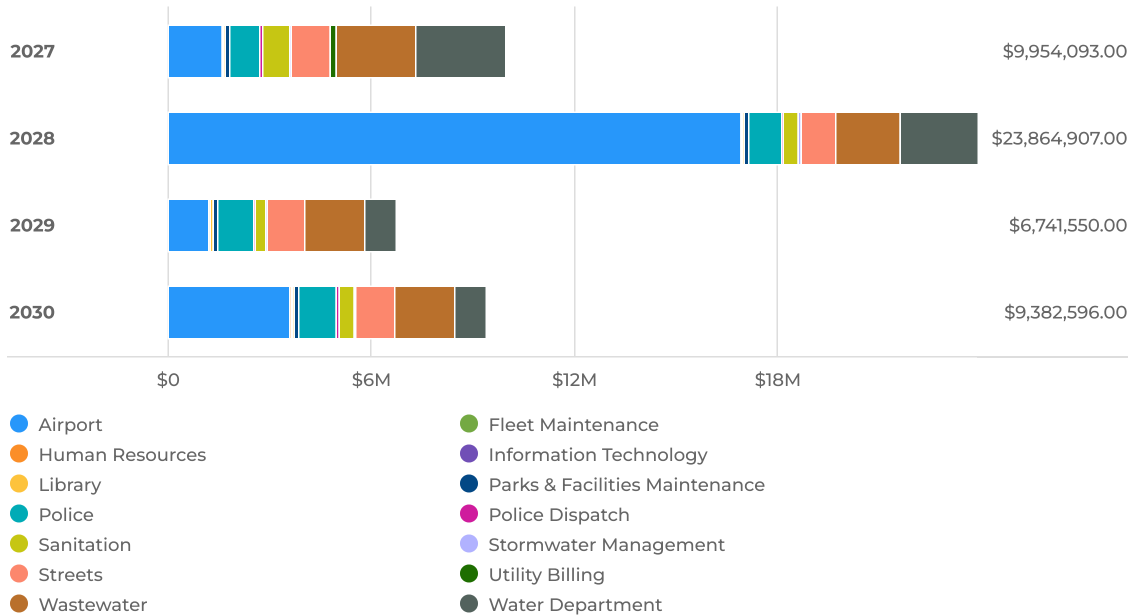
Capital Improvement Plan

Total Capital Requested

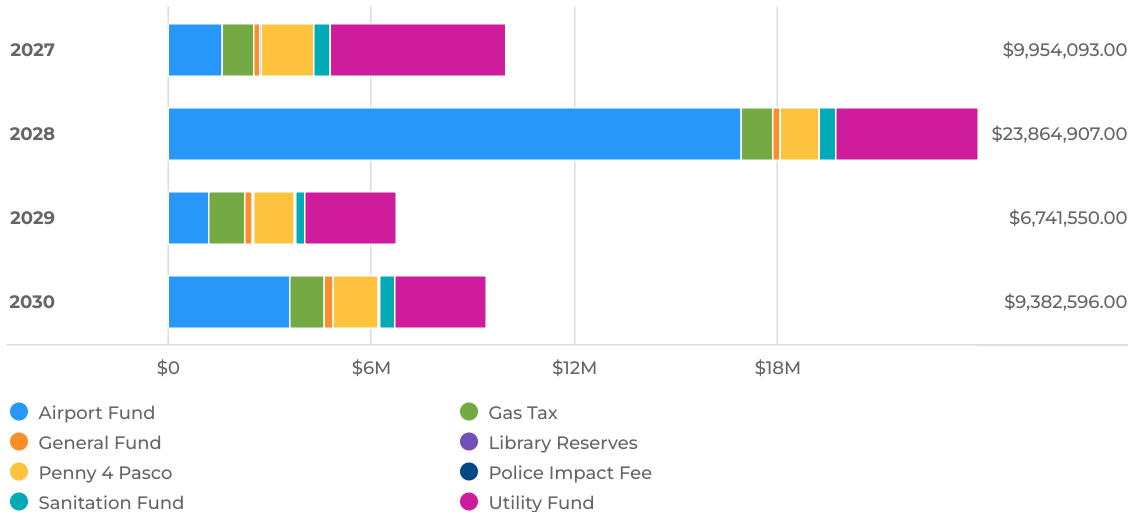
\$49,943,146

134 Capital Improvement Projects

Total Funding Requested by Department



Total Funding Requested by Source



Streets Requests

Itemized Requests for 2027-2030

Annual Street Resurfacing	\$3,800,000
Annual Street Resurfacing - city wide.	
City Wide Sidewalks	\$500,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
Streets Building Improvements	\$100,000
Building Improvements as needed.	
Total: \$4,400,000	

Parks & Facilities Maintenance Requests

Itemized Requests for 2027-2030

Historic Building Renovations	\$400,000
Renovations, repairs and improvements to city owned historic buildings.	
Landscaping	\$60,000
Landscaping in various areas around the City.	
Parks & Facilities Building Improvements	\$100,000
Building Improvements as needed.	
Total: \$560,000	

Fleet Maintenance Requests

Itemized Requests for 2027-2030

Fleet Building Improvements	\$100,000
Misc. Building improvements as needed.	
Total: \$100,000	

Sanitation Requests

Itemized Requests for 2027-2030

Roll Off Dumpsters	\$120,000
Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.	
Sanitation 3/4 Ton Truck	\$65,000
3/4 Ton Truck. Replaces SA91 2011 in poor condition.	
Sanitation Building Improvements	\$100,000
Building Improvements as needed.	
Sanitation Roll Off Truck	\$350,000
Replacement Roll-Off Truck. Replaces SA92 2005 Roll-Off Truck at end of service life.	
Solid Waste Collection Vehicle, Commercial Front Loader	\$400,000
New Front Load Collection Vehicle, replaces SA704 2020 Peterbilt Front Loader Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Collection Vehicle, Front Loader	\$400,000
New Front Load Collection Vehicle, replaces SA65 2017 Peterbilt Front Loader Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Collection Vehicle, Side-Loader	\$350,000
New Side-Load Collection Vehicle, replaces SA00 2014 Kenworth Rear Loader. Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Dumpster Toter	\$225,000
New Dumpster Toter, replaces SA75 2015 Ford F-650 Dumpster Toter	
Total: \$2,010,000	

Utility Billing Requests

Itemized Requests for 2027-2030

Re-work the Utility Customer service Area	\$200,000
As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.	
Total: \$200,000	

Information Technology Requests

Itemized Requests for 2027-2030

Backup Battery Replacement - City Hall	\$15,000
Backup battery replacement for UPS at City Hall - the batteries are due for a replacement cycle.	
Backup Battery Replacement - PD	\$15,000
Backup battery replacement for UPS at Police Department - the batteries are due for a replacement cycle.	
City Hall Server Replacement	\$15,000
City Hall server replacement - the server is due for a replacement cycle.	
PD Server Replacement	\$15,000
PD server replacement - the server is due for a replacement cycle.	
Total: \$60,000	

Police Requests

Itemized Requests for 2027-2030

AXON Fleet3 FY24 (28 Units)	\$176,528
Recurring contract #41-23-22.1: Q-503821 (EXP: FY33)(28) In-car camera systems and evidence storage.	
AXON Fleet3 FY25 (7 Units)	\$56,640
Recurring contract #41-24-40: Q-584881 (EXP: FY34)(7) In-car camera systems and evidence storage.	
AXON Fleet3 FY26 (5 Units)	\$44,000
(5) In-car camera systems and evidence storage.	
AXON OSP7+ FY24 (10-Yr Rewrite)	\$966,000
Recurring 10-Year Rewrite Contract #25-23-02 (EXP: FY33)Includes equipment/evidence storageFY24: Q-503152 (48) Plans + (5) Additional Plans/Yr (EXP: FY33)	
CIS Vehicle Radio Equipment (8)	\$100,000
New vehicle radio equipment	
CIS Vehicles FY26 (8)	\$2,633,721
(8) Vehicles: (1) K-9; (4) CIS; (3) SRT Pricing includes striping/equipment/lights & accessories/in-car printers Projection: (8) replacement vehicles annually @ ~\$67,000/ea plus \$7,500 for upgrades to existing fleet.	
Flock Safety Falcon System (6)	\$72,000
License Plate Readers - Service Agreement Q-134193	
Total: \$4,048,889	

Wastewater Requests

Itemized Requests for 2027-2030

Gravity Sewer Line Rehabilitations	\$3,500,000
---	--------------------

Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.

Inventory - Wastewater	\$80,000
-------------------------------	-----------------

All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.

Lift Station Major Rehabilitations	\$2,400,000
---	--------------------

This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.

Lift Station Odor Control	\$250,000
----------------------------------	------------------

This will be a multi-year project to install additional odor control systems at specific lift stations. This process reduces the hydrogen sulfide production within the force mains to reduce the odors at the lift station.

Sewer Manhole Rehabilitations	\$1,000,000
--------------------------------------	--------------------

This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.

Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000
---	------------------

The sludge-holding tank needs to be emptied, all the surfaces inside and out need to be recoated, the main gear box needs to be replaced, all the metal structure needs to be sand-blasted and recoated. One tank this next FY, one the following FY as...

Total: \$7,780,000

Water Department Requests

Itemized Requests for 2027-2030

Backflow Replacement	\$950,000
-----------------------------	------------------

Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...

Drinking Water Well Rehabilitation	\$650,000
---	------------------

This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), & the scouring of the well casing at Well # 4. This will also include new reagent less chlorine analyzers at wells 4...

Inventory - Water	\$2,000,000
--------------------------	--------------------

All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...

Meter and Backflow Replacement Program	\$3,020,000
---	--------------------

This will be a 3-year project which will replace approximately 10,000 meters and backflow devices. The meters that were not replaced when Fathom replaced the majority of them, the remaining meters are at the end of their normal useful...

SCADA System Maintenance and/or Upgrades	\$160,000
---	------------------

This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication. To include potential...

Total: \$6,780,000

Library Requests

Itemized Requests for 2027-2030

New Flooring	\$50,000
---------------------	-----------------

New flooring (non-carpet) for the library. Top priority, meeting room.

Purchase New Library Books and Materials	\$140,000
---	------------------

Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Total: \$190,000

Stormwater Management Requests

Itemized Requests for 2027-2030

Retention Pond Fencing	\$200,000
-------------------------------	------------------

Replace Retention Pond Fencing as needed.

Total: \$200,000

Airport Requests

Itemized Requests for 2027-2030

6th avenue realignment	\$5,500,000
Realignment of 6th Avenue.	
Airport Master Plan update	\$500,000
Airport Masterplan update.	
Design and construct two-10 unit t-hangars	\$3,700,000
Design and construct two 10-unit t-hangars.	
FBO Terminal Construction	\$6,000,000
FBO Terminal construction. Working on obtaining state appropriation.	
Fuel Inventory for Resale	\$4,260,000
Fuel inventory for resale.	
Realignment of South avenue phase I	\$1,650,000
Realignment of South Avenue for additional t-hangar development, Phase 1.	
Storm Water Master Plan	\$1,000,000
Storm water master-plan build out. Site development for future storm water projects.	
T-hangar Rehabilitation	\$700,000
Seal remaining t-hangar roofs.	
Total: \$23,310,000	

Police Dispatch Requests

Itemized Requests for 2027-2030

Dispatch Consolidation - Central Square (Software/Subscriptions)	\$264,257
Central Square Contract #41-23-21 (CAD Software Maintenance) 47 Subscriptions - Required for Pasco County system access(Initial Term: 07/10/2023 - 07/10/2028)5% Annual Increase	
Total: \$264,257	

Human Resources Requests

Itemized Requests for 2027-2030

Salary Study	\$40,000
Expenditures for Salary Study	
Total: \$40,000	

CIP by Fund

Funding Source	Project Number	Request Title	FY2027	FY2028	FY2029	FY2030
Airport Fund		Storm Water Master Plan			\$150,000	\$850,000
		T-hangar Rehabilitation		\$700,000		
		Design and construct two-10 unit t-hangars		\$3,700,000		
		6th avenue realignment	\$550,000	\$4,950,000		
		Airport Master Plan update		\$500,000		
		Realignment of South avenue phase I				\$1,650,000
		Fuel Inventory for Resale	\$1,050,000	\$1,060,000	\$1,070,000	\$1,080,000
	23P02	FBO Terminal Construction		\$6,000,000		
Total Airport Fund			\$1,600,000	\$16,910,000	\$1,220,000	\$3,580,000
Gas Tax		Retention Pond Fencing	\$50,000	\$50,000	\$50,000	\$50,000
		Annual Street Resurfacing	\$900,000	\$900,000	\$1,000,000	\$1,000,000
Total Gas Tax			\$950,000	\$950,000	\$1,050,000	\$1,050,000
General Fund		City Hall Server Replacement				\$15,000
		Backup Battery Replacement - City Hall		\$15,000		
		Purchase New Library Books and Materials	\$28,000	\$30,000	\$30,000	\$32,000
		Salary Study				\$40,000
		Landscaping	\$15,000	\$15,000	\$15,000	\$15,000
		Parks & Facilities Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Streets Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Fleet Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Dispatch Consolidation - Central Square	\$61,311	\$64,376	\$67,595	\$70,975
Total General Fund			\$179,311	\$199,376	\$187,595	\$247,975
Library Reserves		Purchase New Library Books and Materials	\$5,000	\$5,000	\$5,000	\$5,000
Total Library Reserves			\$5,000	\$5,000	\$5,000	\$5,000
Penny 4 Pasco		PD Server Replacement	\$15,000			
		Backup Battery Replacement - PD				\$15,000
		Historic Building Renovations	\$100,000	\$100,000	\$100,000	\$100,000
	21P11	City Wide Sidewalks	\$200,000	\$100,000	\$100,000	\$100,000
		New Flooring			\$50,000	
		Flock Safety Falcon System (6)	\$18,000	\$18,000	\$18,000	\$18,000
		CIS Vehicle Radio Equipment (8)	\$25,000	\$25,000	\$25,000	\$25,000
		CIS Vehicles FY26 (8)	\$567,490	\$624,239	\$686,663	\$755,329
		AXON OSP7+ FY24 (10-Yr Rewrite)	\$220,000	\$234,000	\$250,000	\$262,000
		AXON Fleet3 FY26 (5 Units)	\$11,000	\$11,000	\$11,000	\$11,000
		AXON Fleet3 FY25 (7 Units)	\$14,160	\$14,160	\$14,160	\$14,160
		AXON Fleet3 FY24 (28 Units)	\$44,132	\$44,132	\$44,132	\$44,132
Total Penny 4 Pasco			\$1,214,782	\$1,170,531	\$1,298,955	\$1,344,621
Sanitation Fund		Roll Off Dumpsters	\$30,000	\$30,000	\$30,000	\$30,000
		Solid Waste Collection Vehicle, Front Loader				\$400,000
		Solid Waste Dumpster Toter			\$225,000	
		Solid Waste Collection Vehicle, Front Loader		\$400,000		
		Sanitation 3/4 Ton Truck	\$65,000			
		Solid Waste Collection Vehicle, Side-Loader	\$350,000			
		Sanitation Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000

		Sanitation Roll Off Truck	\$350,000			
Total Sanitation Fund			\$820,000	\$455,000	\$280,000	\$455,000
Utility Fund		Inventory - Wastewater	\$20,000	\$20,000	\$20,000	\$20,000
		Inventory - Water	\$500,000	\$500,000	\$500,000	\$500,000
		Re-work the Utility Customer service Area	\$200,000			
		Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000			
		Lift Station Odor Control	\$120,000	\$130,000		
		Meter and Backflow Replacement Program	\$1,720,000	\$1,300,000		
		Gravity Sewer Line Rehabilitations	\$800,000	\$900,000	\$900,000	\$900,000
		Sewer Manhole Rehabilitations	\$250,000	\$250,000	\$250,000	\$250,000
		Lift Station Major Rehabilitations	\$600,000	\$600,000	\$600,000	\$600,000
		SCADA System Maintenance and/or Upgrades	\$50,000	\$50,000	\$30,000	\$30,000
		Backflow Replacement	\$200,000	\$250,000	\$250,000	\$250,000
		Drinking Water Well Rehabilitation	\$175,000	\$175,000	\$150,000	\$150,000
Total Utility Fund			\$5,185,000	\$4,175,000	\$2,700,000	\$2,700,000
Total Funding Sources			\$9,954,093	\$23,864,907	\$6,741,550	\$9,382,596

DEBT

Debt Snapshot

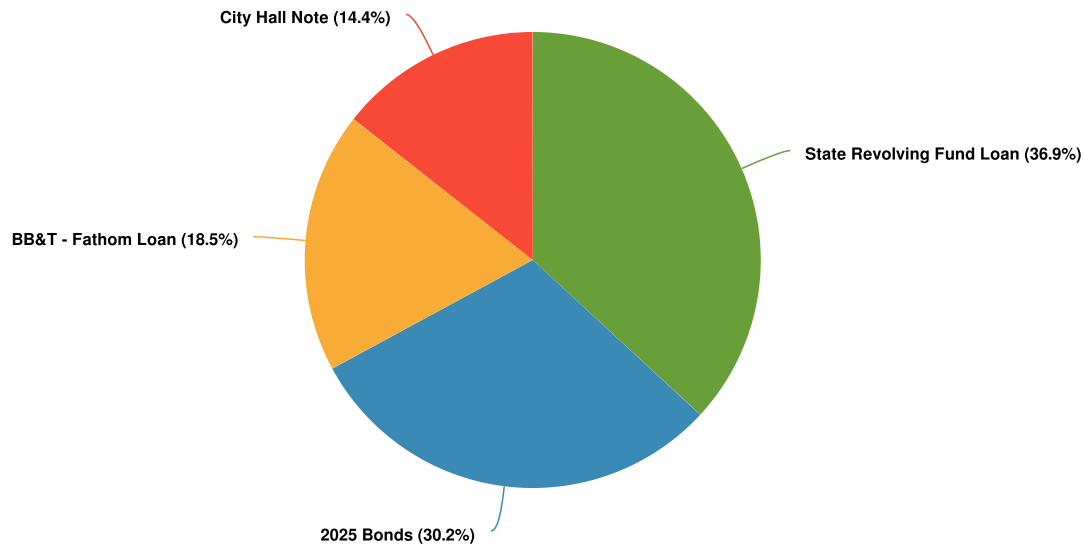
Total budgeted debt service payments decreased by \$25,796 from \$2,885,975 to \$2,860,179. Debt Service includes the annual payments on the state revolving fund loans used to build the wastewater treatment plant which matures in 2028 and 2040, AWT upgrade which matures in 2043, Reclaimed Water Line which matures 2043; the annual payment for the City hall loan which has a final payment in 2032; and the loan on our AMI Metering System/Software, which has a final payment in 2026.



\$4,099,724

\$1,257,197 (44.23% vs. 2025 year)

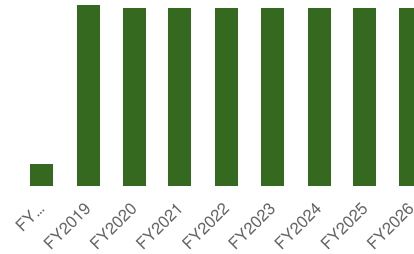
Debt by Type



Financial Summary	FY2025	FY2026	% Change
Debt	—	—	
City Hall Note	\$589,926	\$589,794	0%
BB&T - Fathom Loan	\$758,577	\$758,577	0%
State Revolving Fund Loan	\$1,494,024	\$1,511,674	1.2%
2025 Bonds	\$0	\$1,239,679	0%
Total Debt:	\$2,842,527	\$4,099,724	44.2%

City Hall Note

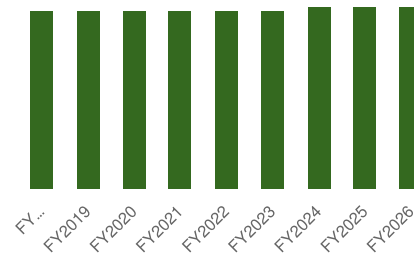
Final payment October 1, 2032.



Financial Summary	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
City Hall Note	—	—	—	—	—	—	—
Principle	\$430,602	\$440,695	\$451,025	\$461,597	\$472,417	\$483,490	\$494,824
Interest	\$159,969	\$149,732	\$139,282	\$128,556	\$117,639	\$106,436	\$94,970
Total City Hall Note:	\$590,571	\$590,427	\$590,306	\$590,152	\$590,056	\$589,926	\$589,794

BB&T - Fathom Loan

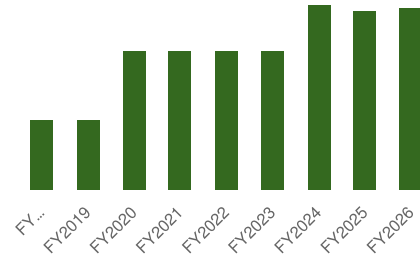
Final payment April 1, 2026.



Financial Summary	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
BB&T - Fathom Loan	—	—	—	—	—	—	—
BB&T - Fathom Loan	\$740,712	\$740,323	\$739,925	\$739,519	\$758,577	\$758,577	\$758,577
Total BB&T - Fathom Loan:	\$740,712	\$740,323	\$739,925	\$739,519	\$758,577	\$758,577	\$758,577

State Revolving Fund Loan

805020 - Final payment August 15, 2028.
 805030 - Final payment August 15, 2028.
 510531 - Final payment August 15, 2039.
 510550 - Final payment February 15, 2043.



Financial Summary	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
State Revolving Fund Loan	—	—	—	—	—	—	—
805020	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
805030	\$506,081	\$506,081	\$506,081	\$506,081	\$506,081	\$506,081	\$506,081
510531	\$0	\$0	\$0	\$0	\$315,630	\$297,980	\$315,630
510550	\$0	\$0	\$0	\$0	\$62,452	\$36,784	\$36,784
Total State Revolving Fund Loan:	\$1,159,261	\$1,159,261	\$1,159,261	\$1,159,261	\$1,537,343	\$1,494,024	\$1,511,674

2025 Bonds



Financial Summary	FY2026
2025 Bonds	—
Principal	\$844,319
Interest	\$395,360
Total 2025 Bonds:	\$1,239,679

Staff Report Memorandum

To: City Council
From: William McCaw – Community Planner
RE: 0018-25 – Rezoning
Date: September 22nd, 2025

I. BACKGROUND & INFORMATION

A. History | Application Summary

A Rezoning Petition was presented to the City by Ross Einsteder of RVi Planning & Landscape Architecture, on behalf of the property owner Adventist Health System, for a 23-acre parcel at Dairy Road and Daughtery Road, approximately 1,500 feet east Gall Boulevard Drive. Please see Figure 1 and Figure 2 for subject property location. The petition is for a zoning designation change from **PUD** and **R-4** to **C-3 with restrictions**.

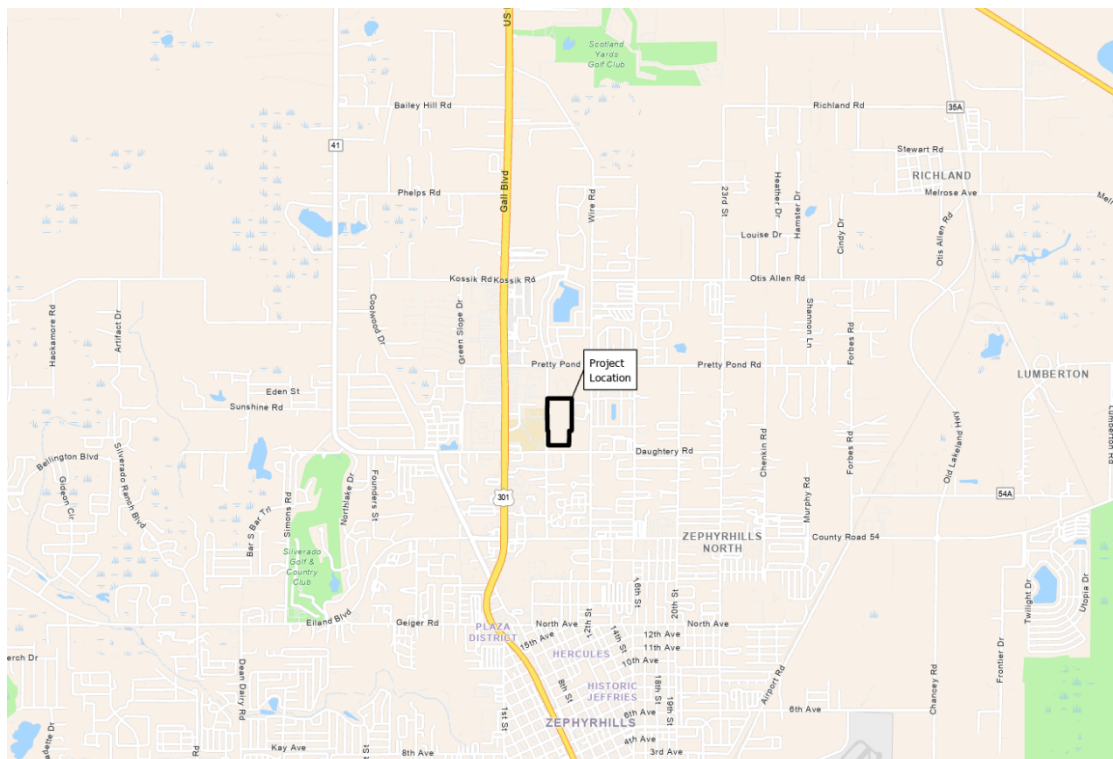


Figure 1 - Location Map

B. Site Information

Applicant | Owner:

Adventist Health System / Sunbelt Inc. / Florida Hospital

Zephyrhills Inc.

Location: 250 feet north from the intersection of Dairy Road and Daughtery Road.

Parcel ID Number(s): 35-25-21-0010-11800-0000 – 4.85 acres
35-25-21-0010-11800-0010 – 1.70 acres
35-25-21-0010-09100-0000 – 14. 47 acres
35-25-21-0010-09100-0010 – 1.70 acres

Acreage: 22.72 Acres, MOL

Existing Land Use: Vacant land, vehicle parking, and a community garden

Existing Future Land Use: MU – Mixed Use
P/SP – Public/Semi-Public

Proposed Future Land Use: Not Applicable

Existing Zoning: PUD – Planned Unit Development
R-4 – Multi-Family Residential

Proposed Zoning: C-3 – General Commercial with restrictions

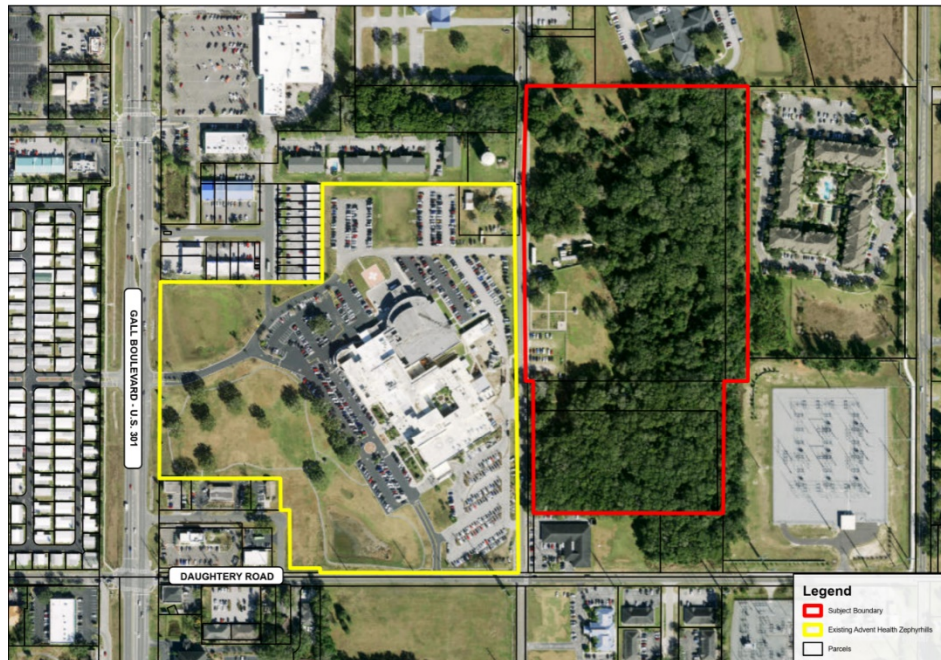


Figure 2 - Aerial Project Location Courtesy of RVi

II. DATA & ANALYSIS REVIEW

Character Analysis

The subject property is located along Dairy Road approximately 250 feet from Daughtery Road just east of the Advent Health Medical Center on Gall Boulevard. The area has a variety of uses including multi-family apartments, single-family residential, commercial uses, and a Duke Energy substation. The property is bordered to the west by the Advent Health Medical Center, to the east is the Grand Reserve Apartment complex, to the south is the medical offices, and to the north is the Solaris Healthcare Complex. The subject property consists of just under 23 acres. See Photo 1 below.



Photo 1 - Subject Property Viewed From Dairy Rd. - Google Imagery June 13

The anticipated use of the property will be, according to the applicant in the application, “hospital support uses”.

North – Solaris Healthcare Zephyrhills (FKA Zephyrhills Health and Rehab Center)

West – Advent Health Medical Center

East – Grand reserve Apartment Complex

South – Advent Health Wellness Center Zephyrhills

A. Compatibility Analysis

1. Rezoning

- (a) The request is to change the subject property’s zoning classification from PUD and R-4 to C-3 with restrictions;
- (b) The requested zoning designation could potentially be consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are (please refer to Figure 3 – Existing Zoning Map below):

- i. OP and PUD to the north
- ii. R-4 to the east
- iii. OP to the south
- iv. C-3 to the west;

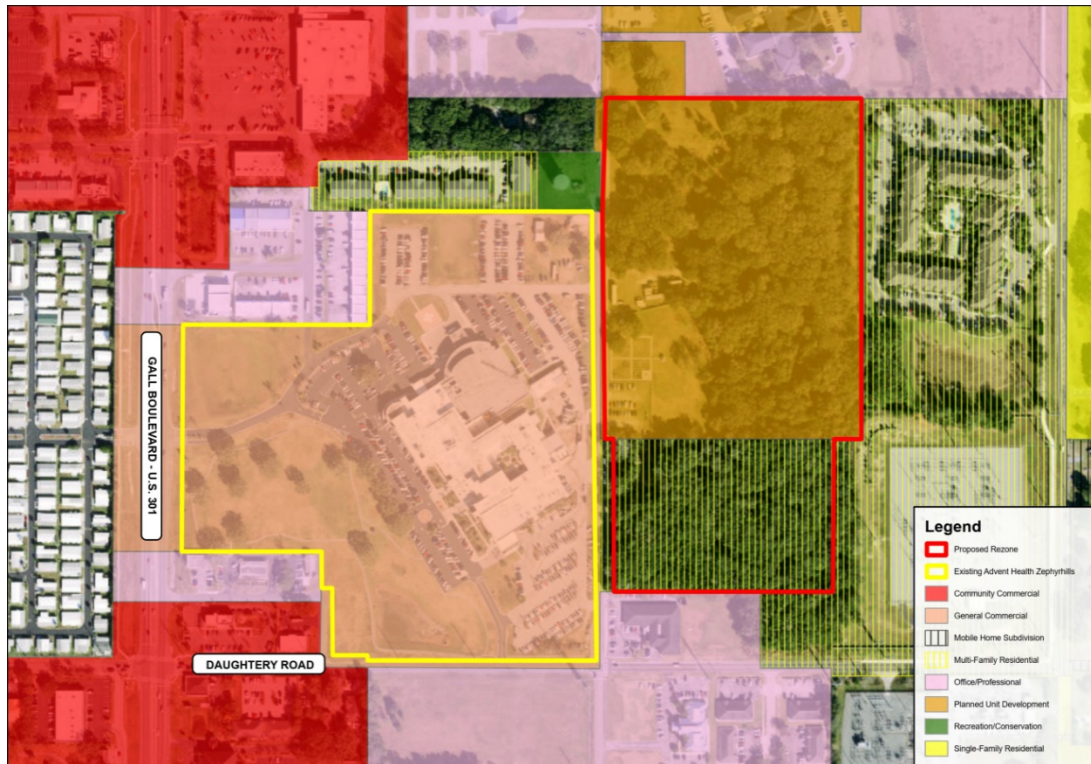


Figure 3 - Existing Zoning Map Courtesy of RVi

- (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability, especially considering this is an anticipated redevelopment.

The proposed zoning change is potentially compatible/consistent with the growth and development trends of the area – if developed in a ‘sympathetic’ manner under the C-3 zoning designation to the adjacent medical facility, see Figure 4 – Proposed Zoning Map below.

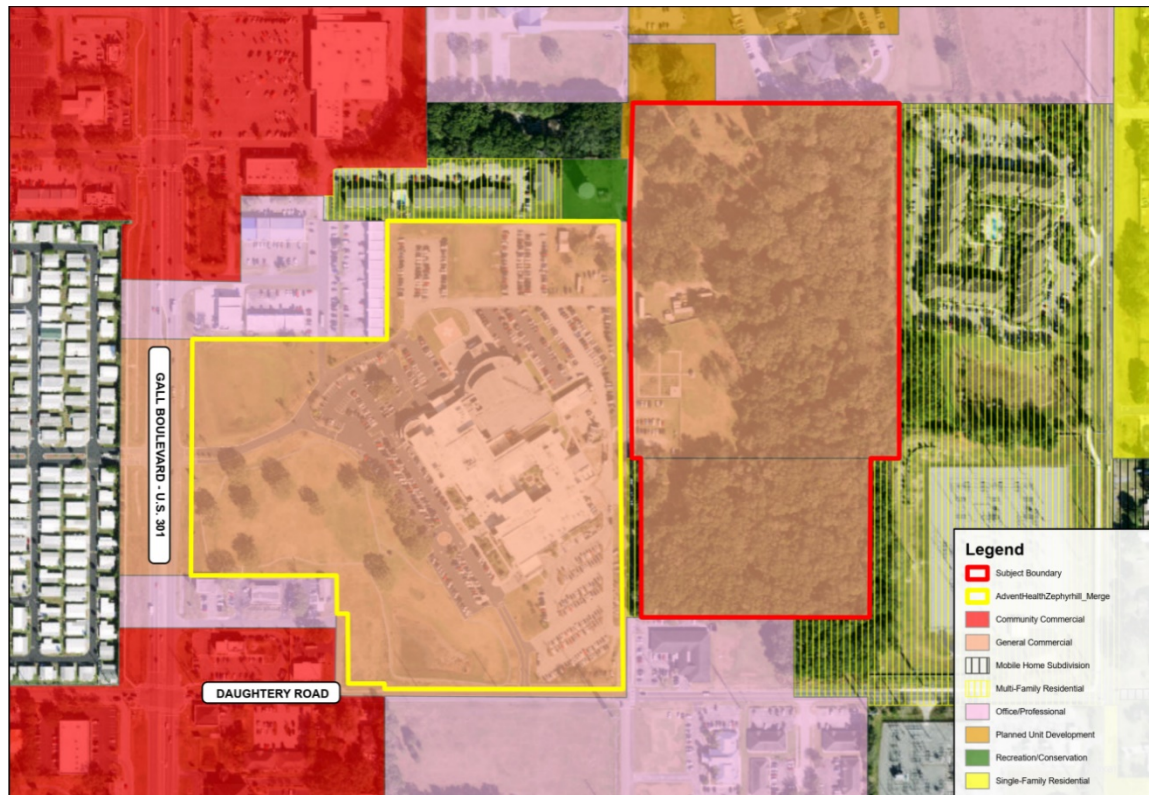


Figure 4 - Proposed Zoning Map Courtesy of RVi

The assigned Mixed Use Future Land Use (FLU) category purpose is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices at a wide variety of uses, adding to the vitality of the area. The FLU is not proposed to change. See Figure 5 – Existing Future Land Use map, below.

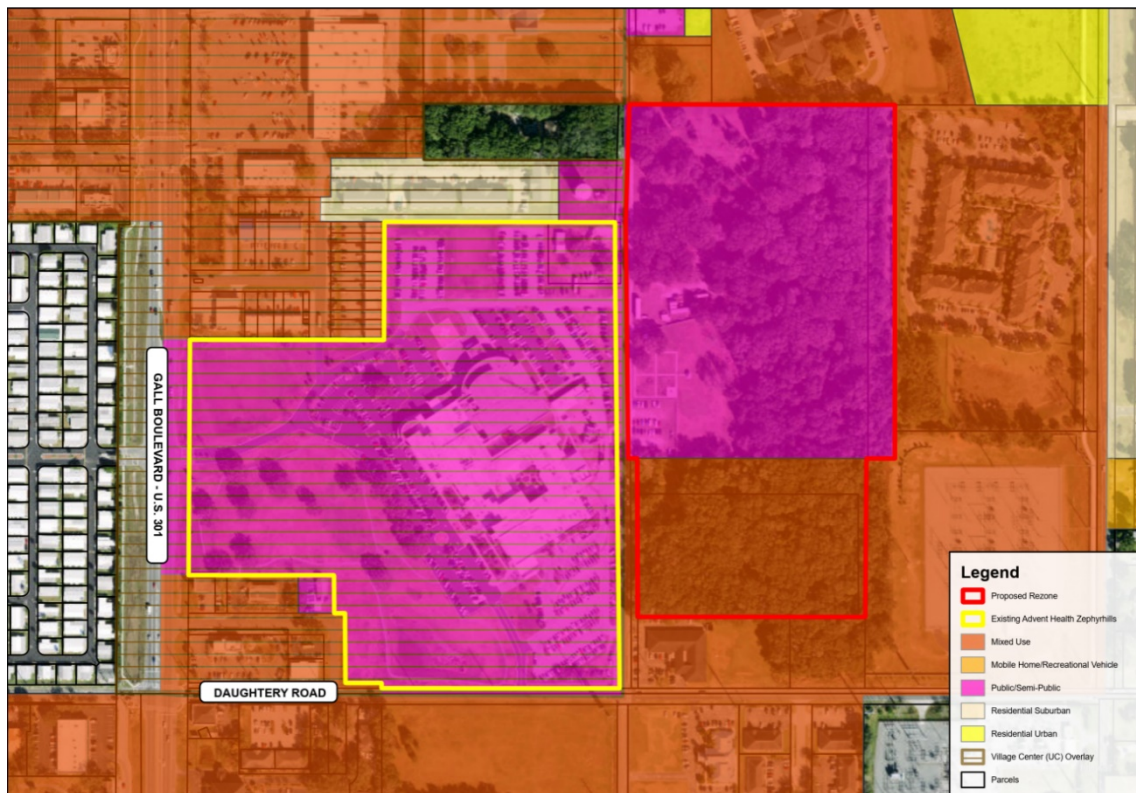


Figure 5 - Existing Future Land Use Map Courtesy of RVi

The subject site shall be in conformance with all applicable LDCs at the time of development. Actual square footage of structures may vary at the time of site plan review. Only the maximum potential square footage allowable under the LDC shall be permitted given the constraints of the site and bulk regulations under the LDC, including, but not limited to height, setbacks, FAR, etc.

B. Natural & Historic Resources Analysis

The following site characteristics are provided:

1. Soil Types – The site currently exhibits Kendrick Fine Sand at 0 to 5 % slopes and both Arredondo Fine Sand and Kendrick Fine Sand at 5 to 8 % slopes. Please see accompanying soils report for specifics on location and development appropriateness.
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – There are no wetlands or bodies of water located on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. The applicant provided a Cultural Resource Assessment Survey performed by Archaeological Consultants, Inc in 2025. In the 18 shovel tests on the subject property no archaeological sites were identified.

5. Natural Resources – A General Wildlife Survey produced by Monarch Ecology Group performed in the second quarter of 2025 has been submitted by the applicant. A Gopher Tortoise burrow was observed on the subject property during a preliminary gopher tortoise survey. There appears to be no Southeastern Kestrel, no sand sink, or burrowing owls on-site with the survey showing the probability of occurrence of the species on site as “Very Low.” Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if in fact species are found to exist on the site. As discussed in the recommendations of the Monarch Ecology Group, (and Staff agrees), an updated species-specific survey for gopher tortoises **shall be** conducted prior to construction and relocation permits will be obtained to relocate tortoises offsite prior to construction.

C. Public Services Suitability Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	Water service is available to the subject property along Dairy Road. Any future development of the property will require connection. According to the Utilities Department, the City has adequate capacity for projected water service. (Specific questions/concerns should be directed to the Utilities Department.)
SEWER	Sewer services are available along Dairy Road, within proximity of subject property. According to the Utilities Department, the City has adequate capacity for projected wastewater service. (Specific questions/concerns should be directed to the Utilities Department.)
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	While the property is nearby the traffic hot spot intersection of US 301 and Daughtery Road and lies partially within the Hot Zone as identified in Section 7.03.01 Map 1 of the Land Development Code the planning director and transportation engineer advised the applicant on May 7, 2025 that a future traffic study “shall be required when the subject property’s specific use has been confirmed and an engineered site plan is submitted” and will not be required during the rezoning application. Dairy Road is recorded as a collector road requiring 80 feet of Right-of-Way at full build out. As such the applicant will be required to provide 40 feet from the centerline of current Dairy Road to allow for future expansion.
SCHOOL	Not Applicable for this type of development.

D. Comp Plan and LDC Analysis and Response

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

- a. That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;

Response: The proposed rezoning is consistent with the goal of maintaining and protecting the residential and family-oriented character of surrounding neighborhoods, as the project site is not adjacent to any single-family residential development. Additionally, the project is expected to generate economic benefits for the City through an expanded tax base, consistent with the goals and objectives of the Future Land Use Element of the City of Zephyrhills Comprehensive Plan

Objective LU 1-2 - The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.

Response: The proposed project is not located adjacent to any single-family residential development. It is intended to provide essential hospital support services, thereby enhancing access to healthcare and contributing to the overall quality of life for the surrounding community.

Policy LU 1-2-2 – Existing residential areas shall be protected from incompatible activities. Other land uses shall also be protected from the encroachment of incompatible residential activities.

Response: The Property is not adjacent to any single-family residential development and is located just north of two (2) Urban Collector roadways. As noted above, the proposed hospital support uses are identified as permitted uses within the MU and P/SP land use categories.

Objective LU 1-4 – The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Response: A CRAS Report has been done that concluded that there are no archaeological and historical resources on this site. It is included in the application materials for this rezoning.

Objective LU-1-7 – All development activities shall ensure the protection of natural resources and potable well fields.

Response: An Environmental Report has been done that concluded that there are no protected natural resources or well fields on the site.

Goal ECO-1 – To provide diverse economic base which affords the City of Zephyrhills and its residents a maximum amount of economic opportunity.

Response: The proposed rezoning supports the City of Zephyrhills' objective to foster a diverse economic base by facilitating the development of hospital support services. This project will expand employment opportunities, attract complementary medical and professional services, and contribute to long-term economic growth, thereby maximizing economic opportunities for both the City and its residents.

Policy ECO-1-1-1 – Develop and maintain programs which assist existing companies in expansion efforts in order to create annually, a number of jobs in new industries, that exceeds the average annual growth in employment over the past five years.

Response: The proposed hospital expansion is anticipated to generate a significant number of employment opportunities for both current residents and those relocating to the area, while also contributing to an overall improvement in the community's quality of life.

Objective Eco-1-4 – The City shall ensure that land is allocated for future commercial, industrial and conservation/open space land uses to allow for a viable economy.

Response: The proposed project is consistent with the land use designations established in the City of Zephyrhills Comprehensive Plan for areas intended to support commercial development. The subject parcels are designated MU and P/SP on the Future Land Use Map, where hospital support services are identified as allowable uses.

Policy TRA-1-7-2 – The Land Development Code shall require parking lots to be functionally landscaped to provide maximum shading, beauty, and stormwater drainage.

Response: The proposed project will be designed in compliance with all applicable Code requirements for parking lot landscaping and stormwater drainage.

Local Development Pattern:

Response: The Property is adjacent to existing healthcare uses and multifamily development. The AdventHealth Zephyrhills hospital is to the west. This hospital has created a major employment node at the intersection of Dairy Road and Daughtery Road. The hospital as well as other commercial and Office/Professional uses along these major roadways has triggered mixed-use growth in this area, as intended with the MU and P/SP future land use categories. The AdventHealth Sports Med and Wellness Center to the south and the Solaris Healthcare facility (FKA Zephyrhills Rehab Center, which is a nursing home, are examples of hospital support uses adjacent to the Property. The Property is adjacent to residential uses only to the east. The Grand Reserve project is a 3- story multi-family residential development that serves 55 and up residents. Overall proposed C-3 district, which will allow facilities to be built for hospital support uses, will be complementary to the existing healthcare uses to the north, west, and south, while remaining compatible with existing multi-family residential uses to the east. Additional healthcare and hospital support uses in the area will providing residents in the area as well as the City and its surrounds with healthcare facilities in closer proximity, enhancing quality of life.

Pre-Mature Development:

Response: The proposed zoning district will not create premature development. The subject property lies along Dairy Road where development is already present. Additionally, the parcels adjacent the subject property are already developed.

Further facilities analysis and capacity demands of the proposed development were provided with the petition by the applicant. The following standard condition of approval is anticipated

to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement may possibly be required. A master utility plan for the project will be required prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The site will be served by Pasco County Fire and City Police Services.

Residential Impact Statement:

Response: The property site is not going to include a residential aspect and is not adjacent to single-family residential uses. There are higher density senior living apartments to the east of the Property. Buffering will be provided along this boundary consistent with the LDC based on final uses on the Property. Thus, there will be no impact to residential uses from this proposal.

Consistency with LDC and City Ordinances:

Response: With this rezone, the Property will be developed in accordance with regulations of the C-3 zoning district in the LDC.

The requested re-zoning petition is consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan and adheres to the principles of rezoning for the City's zoning map.

A final review of an engineered site plan will be made at the time of site plan review to ensure full compliance of the development.

III. RECOMMENDATION

Concerns over the removal of trees while the tree preservation ordinance is under review and removal of the community garden are of particular concern.

Based upon the analysis contained herein, along with supporting documentation, **Planning Commission recommended approval of the proposed rezoning on July 15th, 2025 and Staff recommends approval of this petition for a rezoning of the property to C-3 with restrictions.**

ORDINANCE NO. 1508-25

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION; CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) AND PUD (PLANNED UNIT DEVELOPMENT) TO CITY C-3 (GENERAL COMMERCIAL) FOR APPROXIMATELY 22.72 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL IDS 35-25-21-0010-11800-0000, 35-25-21-0010-11800-0010, 35-25-21-0010-09100-0000, 35-25-21-0010-09100-0010; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the City Council gave due public notice of hearings on the proposed rezoning as required by the Zephyrhills Land Development Code, as amended and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearing on the 15th day of July 2025, to consider the proposed rezoning and has recommended approval; and

WHEREAS, the zoning amendment is consistent with the goals, objectives and policies of the Comprehensive Plan; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendment.

The official Zoning Map of the City of Zephyrhills is hereby amended to rezone the following described property from R-4 (Multi-Family Residential) and PUD (Planned Unit Development) to C-3 (General Commercial):

The following described lands, lying and being situated in Zephyrhills, to wit:

Parcel ID No.: 35-25-21-0010-11800-0000
 35-25-21-0010-11800-0010
 35-25-21-0010-09100-0000
 35-25-21-0010-09100-0010

Physical Location: East side of Dairy Road north 300 feet from Daughtery Road.

Exhibit “A”

LEGAL DESCRIPTION:

ORB 6705, PG 923

TRACTS 91, 102 AND 107, LESS THE EAST 75 FEET THEREOF; TOGETHER WITH THAT PART OF TRACTS 90, 103 AND 106 LYING EAST OF EXISTING DAIRY ROAD IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, OF ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION, AS PER PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

ORB 6705, PG 925

THE EAST 75 FEET OF TRACTS 91, 102 AND 107 IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, OF ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

ORB 4386 PG 1525

ALL THAT PART OF TRACTS 92, 102, 108, 117 AND 124, LYING WEST OF WIRE ROAD; TRACT 123, LESS THE SOUTH 200 FEET OF THE WEST 345.6 FEET OF SAID TRACT 123; THE EAST 60 FEET OF TRACT 122, LESS THE SOUTH 200 FEET THEREOF; THE EAST 60 FEET OF TRACTS 118 AND 123, LYING EAST OF TRACT 119 AND 122, LESS THE SOUTH 200 FEET THEREOF; ALL IN ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISIONS, OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF TRACTS 92, 101, 108, 117 AND 124 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING WEST OF WIRE ROAD.

AND

TRACT 118 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

TRACT 123 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 200.00 FEET OF THE WEST 345.60 FEET THEREOF.

AND

THE EAST 60.00 FEET OF THE TRACT 122 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 200.00 FEET THEREOF.

AND

THE EAST 60.00 FEET OF TRACT 119 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP

RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

THAT PART OF THE FORMER 30.00 FOOT RIGHT-OF-WAY LYING EAST OF TRACT 119 AND WEST OF TRACT 118 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT 1, PAGE 55 OF PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

AND

THAT PART OF THE FORMER 30.00 FOOT RIGHT-OF-WAY LYING EAST OF TRACT 1222 AND WEST OF TRACT 123 OF ZEPHYRHILLS COLONY COMPANY LANDS LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AND SHOWN ON MAP RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 200.00 FEET THEREOF.

ORB 8093, PG 868

THE WEST 15.00 FEET OF THE EAST 110.00 FEET OF THE NORTH 172.00 OF TRACT 103, ZEPHYRHILLS COLONY COMPANY LANDS, IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA,

AND

THE WEST 18.75 FEET OF THE EAST 68.75 FEET OF TRACT 119 AND 122, ZEPHYRHILLS COLONY COMPANY LANDS, IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

BUSINESS ITEMS 3.2

BGE Work Order 103-25 Approval: for Wire Road Trail Addition Improvements (Project).
Work Order Fee \$89,000.

Issue:

The City has prioritized the continuation of an existing multipurpose trail on the west side of Wire Rd that presently exists north of Pretty Pond Rd and runs south to Daughtery Road. The plan is to continue the trail south from Daughtery Rd to connect to CR 54. This connection will provide residents in this area with the opportunity for pedestrian access along Wire and to the schools. The task work order with BGE Engineering will provide services including: Design, Engineering and Survey with topography. Staff requested quotes from BGE and Kimley Horn and BGE came in at a lower rate. The task work order is attached.

Background:

Wire Rd is a narrow ROW and major north / south collector road in Zephyrhills. The collector road connects to major residential developments in the NE area of the City and Wire Rd connects to CR 54 near local schools. Staff / City Council have prioritized beginning the engineering / design of this important trail connection and then will work with Pasco County for future construction funding.

Attachment(s):

1. Zephyrhills TO103-25 Wire Road Trail

Fiscal Impact:

\$89,900.00 Funding is available for this task work order under the funding for Hotspots.

Staff Recommendation:

Approval



Delivered via email to tvandeberg@ci.zephyrhills.fl.us

September 9, 2025

Mr. Todd Vande Berg, Director of Planning
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

**RE: TO 103-25 Wire Road Trail Addition Improvements
2,600 +/- Linear Feet of Concrete Trail on Wire Road
Zephyrhills, Pasco County, Florida**

Dear Mr. Vande Berg:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

- 1.1. City of Zephyrhills (Client, City) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with the proposed Infrastructure Project known as TO 103-25 - Wire Road Trail Addition Improvements (Project).
- 1.2. This Project is located at Section 2, Township 26 South, Range 21 East in Zephyrhills, Pasco County, Florida.
- 1.3. The Project is generally described as designing a 2,600 linear-foot 10' wide trail, 6' minimum at constraints, along Wire Road from County Road 54 to Daughtery Road. The proposed trail is anticipated to connect to existing sidewalks/trails at the north and south limits of the Project.
- 1.4. There are locations within the project limits where there is inadequate right-of-way to construct the trail within the right-of-way limits. The final construction plans will include the limits of the proposed right-of-way and any easements that may be needed to construct the proposed trail improvements. Additional tasks to support the acquisition of additional right-of-way and easements for this project will be provided to the client as an Amendment to this Task Order for the Client's review and approval.

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- 1.5. There appear to be Utility Agency Owner (UAO) facilities immediately outside and/or adjacent to the Wire Road right-of-way that may be in conflict with the proposed improvements and that may need to be relocated. Some of those UAO facilities may be in utility easements outside of the right-of-way.
- 1.6. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City, Primary)
 - Pasco County (County)
 - Southwest Florida Water Management District (WMD)
- 1.7. No proposed modifications to the existing potable, reclaim, or wastewater systems are proposed as part of this Project. If modifications to the potable, reclaim, or wastewater systems are requested, an Amendment to this Task Order will be provided to the Client for review and approval.
- 1.8. Based on the proposed activity for this Project, it appears that it does not meet the criteria for an exemption since the width of the trail exceeds 6-feet. A pre-application meeting with the WMD will be required to verify the Statewide Environmental Resource Permit (SWERP) application requirements.
- 1.9. There does not appear to be a floodplain on-site. Floodplain compensation is not included in the Scope of Services.
- 1.10. There appear to be no wetlands on-site. A field visit to verify the existence of any wetland on-site will be part of the WMD pre-application and permitting effort. Environmental services associated with wetland impacts are not included in the Scope of Services. If wetlands are determined to be on-site, and impacts are proposed, an Amendment to this Task Order will be provided.
- 1.11. The Client will obtain consultants to provide geotechnical, landscape architecture, irrigation, and legal services as needed for the Project. BGE will coordinate with the Client's consultants and land use attorney as is necessary to complete the Project.
- 1.12. BGE will address the permitting requirements associated with the AHJ and coordinate with the Client's consultants and land use attorney to assist in addressing these requirements.
- 1.13. BGE will not use subconsultants for this project.
- 1.14. BGE will prepare the existing conditions right-of-way and topographic survey for this project per the Scope of Services.

- 1.15. An Amendment to this Task Order will be provided to the Client for approval after the completion of the final construction plans for BGE to prepare legal descriptions and sketches of the right-of-way and/or easement parcels to be acquired by the City to complete the construction of the project.
- 1.16. The Client will issue three (3) Notices to Proceed (NTP). The first NTP will be for design and permitting, which will be completed within 180 days of NTP. The second NTP will be for bidding services, which will be completed within 180 days of NTP. The third NTP will be for post-design/construction phase assistance services, which will be completed within 180 days of NTP.

2.0. SCOPE OF SERVICES

2.1. Survey Services

Perform a Topographic Survey along Wire Road being approximately 2,750 LF in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

The Topographic Limits for Wire Road are generally described below and shown as a yellow polygon in the figure below:

- 30 feet beyond the right-of-way (R/W) lines
- South: centerline of CR 54; 150 feet west and east of said centerline intersection
- North: 50 feet north of the centerline intersection with Daughtery Road; 150 feet west and east of said centerline intersection

The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 75 feet for soft shots and 50 feet for hard surfaces.

The Topographic Survey will include:

- Visible and attainable fixed improvements and utilities unless otherwise noted.
- Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable.
- Inverts for the connecting structure outside the topographic limits if found and attainable.

- Overhead wire(s). Shown as a single wire/connection if multiple wires (2D only).
- Traffic pavement striping.
- Individual non-invasive trees with 4 inches and larger DBH.
- Benchmarks established along route at intervals not to exceed 1000 feet.

The Topographic Survey will not include:

- Sub-surface designation or location of underground utilities.
- Sub-surface foundations of structures.
- Storm Drainage outfall inverts extending into lake/pond/canal.
- Storm and Sanitary falling in travel lanes requiring traffic control.
- Storm and Sanitary Sewer inverts of recessed or debris filled structures.
- Sprinkler heads.
- Overhead clearances (signal heads, wires, mast arms, bridges, overhangs, etc.).
- Tree tagging.
- Underwater elevations within lakes, ponds, or canals.
- Muck depths.
- Finished floor elevations.
- Location of Geotech borings or Environmental markers.
- Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.



Field verified R/W and/or property lines to be used as a base file. Encumbrances that have been provided to the surveyor or found through free publicly available online resources will be shown on the survey where plottable. Not a Boundary Survey.

Elevations shall be collected in NAVD88 with a conversion to NGVD29 shown on the survey.

The Deliverable will contain a surface (.XML), an AutoCAD file (.DWG), and a signed and sealed plot of the Topographic Survey.

2.2. Schematic Design (30% Plans)

- 2.2.1. Prior to starting this task, the Client will provide BGE with all the site-related data they have in their possession. This site-related data may include boundary, topography, geotechnical, environmental, and past permits.

BGE will research publicly available data. This publicly available data may include future land use, zoning, overlays, soils, wetlands, sinkholes, floodplains, and historic permits pulled within the vicinity of the Project.

This data will be used to make an educated decision on how to approach designing the Project under Task 2.2.2.

- 2.2.2. BGE will prepare a Schematic Design for the Project, including the horizontal alignment and points of connection to existing infrastructure.

Based on the Client's input and direction, BGE will meet with the Client and provide up to one (1) revision to the Schematic Design. It is understood that the final alignment may vary depending on project constraints discovered during the design and permitting process.

2.3. Pre-Application Meetings

BGE will schedule and attend a virtual pre-application meeting with the primary AHJ to understand the permit approval process and receive feedback on the Schematic Design prepared in Task 2.2.2

2.4. Design Development (60% Plans)

BGE will begin the Design Development based on the Client approved Schematic Design completed within Task 2.2.2. along with the information gathered during the pre-application meeting with the AHJ.

BGE will compute an engineering base map for this task. The computed base map, including any anticipated right-of-way takes and construction easement, will be provided to the Client for review and approval prior to moving forward on this task.

Based on the Client approved computed base map, BGE will prepare Design Development plans in accordance with the primary AHJ Land Development Code (LDC). It is understood that, if required, supporting materials will be provided by the Client and will include the following: surveying, landscape architecture, and geotechnical analysis/report. The design developed under this task will include the following:

- Preliminary stormwater management conveyance system (if needed)
- Preparation of the related Design Development plans (not for construction or permitting), including:
 - Dimensioned Site Plan
 - Paving, Grading, and Drainage Plan

2.5. Construction Documents (90% Plans)

Based on the Client approved Design Development in Task 2.44. BGE will prepare one (1) set of Construction Documents. The Construction Documents completed under this task include the following:

- Finalize the design of the stormwater management conveyance system (if needed), inclusive of grading and stormwater sewer. If treatment and attenuation is required for this Project, an amendment will be provided to the Client for approval.
- Preparation of the related construction plans, including:
 - Cover Sheet
 - General, AHJ, and Site-Specific Notes
 - Typical Sections
 - Existing Conditions (the Client provided survey)
 - Demolition Plan
 - Erosion Control / Best Management Practices (BMP) Plans and Details
 - Dimensioned Site Plan
 - Signage and Pavement Marking Plan
 - Paving, Grading, Drainage Plan
 - Plan and Profiles (if needed)
 - Cross Sections (if needed)
 - AHJ, Maintenance of Traffic, and Site-Specific Details

This set of Construction Documents will be used for one (1) submittal package in accordance with the primary AHJ Land Development Code (LDC).

No application package for this Project to the Primary AHJ is anticipated.

If the Client requests changes to the Design Development and/or Schematic Design after this task has begun, an Amendment to this Agreement will be provided.

2.6. Water Management District (WMD) Permitting

Based on the known information on the Project, BGE will attend one (1) virtual preapplication meeting with the WMD. BGE will submit a General Permit application requesting approval of the trail improvements. If it is determined that the Project does not qualify for a General Permit, an Amendment to this Agreement will be provided to the Client for approval.

This task includes one (1) round of comment responses from the WMD. Additional rounds of comments or significant changes to the plans directed by the Client during

the permitting will require an Amendment to this Agreement to be provided to the Client for approval.

2.7. Utility Coordination (Within Right-of-way)

BGE will coordinate with Utility Agency Owners (UAOs) to identify existing utility locations. These locations will be noted on the construction plan sheets as “PROVIDED BY OTHERS.” We will meet with the Client to review the design in an effort to reduce the conflicts during the design process.

2.8. Bidding Services

Based on the approved Construction Documents, BGE will prepare an itemized quantity list of the proposed construction improvements and a project narrative. The client is assumed to prepare and provide the contractors with the bid package. The project is assumed to be bid in one (1) phase.

BGE will attend one (1) pre-bid meeting with the contractors who respond to the Client's Request for Proposals (RFP). BGE will review and address the contractor's Request for Information (RFI) through the Client. BGE will review bids and pricing for the RFP with the Client and provide a written recommendation to the Client.

2.9. Engineering Construction Phase / Certification Services

BGE will provide the following construction phase services for the project based on an estimated construction time frame of three (3) months. Additional services will be charged under Task 2.11 Miscellaneous Services with the Client's written approval if the construction time frame is extended.

2.9.1. Construction Meetings

BGE will attend one (1) pre-construction meeting, a punch list meeting, and a final walk-through meeting with the contractor. This task assumes a total of nine (9) hours. Additional meetings will be charged under Task 2.11. Miscellaneous Services with prior Client written approval.

2.9.2. Shop Drawing Review

BGE will review shop drawings prepared by the selected contractor. This service assumes only one (1) round of review. These reviews include an initial review and a second review if comments are made on the initial review. Additional reviews will be charged under Task 2.11. Miscellaneous Services with prior Client written approval if substantial revisions are required.

2.9.3. Pay Request Review

BGE will review all site-related contractor pay requests. Additionally, the service includes a field visit in order to verify the amounts for items included in the pay request. This service assumes that one (1) request will be submitted per month during the construction time frame. If the construction time frame is extended, additional time will be charged under Task 2.11. Miscellaneous Services with prior Client written approval.

2.9.4. Record Drawing Preparation

BGE will prepare record drawings for the stormwater, wastewater system, reclaim water, and potable water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.10. Client & Project Coordination Meetings

BGE project manager and design staff will prepare for and attend regularly scheduled and as-needed meetings for project coordination. BGE anticipates meeting with the Client and the other project team members as necessary to ensure that the necessary information is being provided in a timely manner. As part of this scope, we have allocated up to sixteen (16) hours.

In the event that an additional meeting time is necessary, the additional time will be charged under Task 2.11. Miscellaneous Services with prior Client written approval. All meetings are assumed to be virtual or at the Client's offices.

2.11. Miscellaneous Services

Miscellaneous service items may be performed under this task as requested and approved by the Client in writing. Items may include additional meetings with the Client or AHJ staff, construction meetings/inspections, and other tasks requested by the Client. The Client's written approval will be obtained before utilizing this task for services.

2.12. Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but are not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, tolls, long-distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0. GENERAL CONDITIONS AND UNDERSTANDINGS

- 3.1. The Client will provide the following:
 - 3.1.1. Historic boundary/topographic/tree survey, including floodplain line in CAD.
 - 3.1.2. Electronic CAD or GIS files for the WMD Approved JD and SHWL elevation data and locations.
 - 3.1.3. Application review fees.
 - 3.1.4. Client's consultants to provide geotechnical, landscape architecture, and legal services as needed for the project.
 - 3.1.5. Copies of all prior permits and approvals.
 - 3.1.6. Soil borings.
- 3.2. The Client's geotechnical engineer will provide existing conditions information about the soils, fill suitability analysis, pavement design recommendations, infiltration rates, seasonal high groundwater elevation (SHWL), and any special site drainage recommendations for the project, including infiltration rates.
- 3.3. The proposed project will be consistent with the AHJ Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.
- 3.4. **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

(remainder of page intentionally left blank)

4.0. EXCLUDED SERVICES

The professional services BGE will provide include and are limited to, those described under Scope of Services, Section 2.0. All other services are expressly excluded. Specifically excluded items include:

- Redesign due to plan changes imposed by the Client or design team following substantial completion of plans or which may be required in the event additional laws, policies, or regulations are promulgated by Governmental Agencies subsequent to the date of this contract.
- Application Fees / Impact Fees / Connection Fees / Mitigation Fees / Recipient Site Fees
- Planning Services / Zoning or Land Use Modifications / Public Hearings
- Preparing Graphics or Renderings for Public Meetings or Marketing Purposes.
- Public Meetings and/or Presentations beyond what is listed within the Scope of Services
- Platting Services / Subsurface Utility Location Services
- Environmental Contamination Risk Studies or Analysis, Including Phase I or II Environmental Audits or Similar Related Studies
- Environmental / Geotechnical / Archeological Services
- Arborist Related Services, such as; General Tree Surveys, Grand or Specimen Tree Surveys, Tree Protection Plan / Permitting
- Electrical / Mechanical / Structural / Plumbing / Architectural Design / Permitting Services
- Building Fire System / Fire Line Design
- Landscape Architecture / Irrigation Design
- Hardscape Plans / Signage Plans / Monument Signs / Dumpster Enclosure / Gate Design
- Site Lighting / Photometric Design Services
- Irrigation Source Design and Permitting
- Construction Administration / Observation Services related to Landscape, Irrigation, and Site Amenities.
- Potable or Reuse/Reclaim Distribution System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Collection System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Lift Station Design and Permitting
- Drainage Study and Floodplain Modeling for Permitting
- CLOMR / LOMR
- Traffic Analysis / Design / Permitting
- Permitting Services for WMD ERP/Water Use, FDOT Access/Drainage/Utilities, FDEP Domestic Water/Wastewater/Air Quality Permitting, DOH, USACE
- NPDES Permitting / SWPPP Preparation / LEED Support Services / FGBC Support Services / CPTED Review and Principles

5.0. FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Survey Services	Lump Sum	\$19,000
2.2	Schematic Design (30% Plans	Lump Sum	\$5,500
2.3	Pre-Application Meetings	Lump Sum	\$1,200
2.4	Design Development (60% Plans)	Lump Sum	\$18,900
2.5	Construction Documents (90% Plans)	Lump Sum	\$10,900
2.6	Water Management District (WMD) Permitting	Lump Sum	\$5,500
2.7	Utility Coordination (Within Right-of-way)	Lump Sum	\$7,500
2.8	Bidding Services	Hourly NTE	\$5,000
2.9	Engineering Construction Phase / Certification Services	Hourly NTE	\$7,500
2.10	Client & Project Coordination Meetings	Hourly NTE	\$5,000
2.11	Miscellaneous Services	Hourly	TBD
2.12	Reimbursable Expenses	As Incurred	\$3,000
	Total:		\$89,000

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the approved Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.



Philip Chang
Director, Public Works – Tampa

9/9/25

Date

ACCEPTED
City of Zephyrhills

Signature

Printed Name and Title

Date

BUSINESS ITEMS 3.3

BGE Work Order 104-25 Approval: Work order approval Fort King Highway Trail Addition Improvements (Project). Work Order Fee \$112,000.

Issue:

The City has prioritized the continuation of an existing multipurpose trail on the west side of Simons Rd (beginning at Eiland Blvd) and continuing to Fort King Rd. The plan is to continue the trail east on Fort King Rd. There is a segment of trail on Fort King rd going south on the east side of the road and then planning to connect with Eiland Blvd. This connection will provide residents in this area with the opportunity for a multi-purpose trail loop once the City / County are able to get a trail on Eiland Blvd. The task work order with BGE Engineering will provide services including: Design, Engineering and Survey with topography. Staff requested quotes from BGE and Kimley Horn and BGE came in at a lower rate. The task work order is attached.

Background:

Staff / City Council have prioritized beginning the engineering / design of this important trail connection and then will work with Pasco County for future construction funding.

Attachment(s):

1. Zephyrhills TO104-25 Fort King Highway Trail

Fiscal Impact:

\$112,000.00 (Funding is available for this task work order under the budget line item for "Hot Spots").

Staff Recommendation:

Approval



Delivered via email to tvandenberg@ci.zephyrhills.fl.us

September 9, 2025

Mr. Todd Vande Berg, Director of Planning
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

**RE: TO 104-25 – Fort King Highway Trail Addition Improvements
4,100 +/- Linear Feet of Concrete Trail on Fort King Highway
Zephyrhills, Pasco County, Florida**

Dear Mr. Vande Berg:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

- 1.1. City of Zephyrhills (Client, City) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with the proposed Infrastructure Project known as TO 104-25 - Fort King Highway Trail Addition Improvements (Project).
- 1.2. This Project is located at Section 35, Township 25 South, Range 21 East and Section 3, Township 26 South, Range 21 East in Zephyrhills, Pasco County, Florida.
- 1.3. The Project is generally described as designing a 1,700 linear-foot 10' wide trail, 6' minimum at constraints, along Fort King Highway from County Road 54 northerly to Vista Lago Loop and a 2,400 linear-foot 10' wide trail, 6' minimum at constraints, along Fort King Highway from Simons Road to approximately 450 feet west of Daughtery Road. The proposed trail is anticipated to connect to existing sidewalks/trails at ends of the project limits.
- 1.4. There are locations within the project limits where there is inadequate right-of-way to construct the trail within the right-of-way limits. The final construction plans will include the limits of the proposed right-of-way and any easements that may be needed to construct the proposed trail improvements. Additional tasks to support the acquisition of additional right-of-way and easements for this project will be provided to the client as an Amendment to this Task Order for the Client's review and approval.

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- 1.5. There appear to be Utility Agency Owner (UAO) facilities immediately outside and/or adjacent to the Fort King Highway right-of-way that may be in conflict with the proposed improvements and that may need to be relocated. Some of those UAO facilities may be in utility easements outside of the right-of-way.
- 1.6. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City, Primary)
 - Pasco County (County)
 - Southwest Florida Water Management District (WMD)
- 1.7. No proposed modifications to the existing potable, reclaim, or wastewater systems are proposed as part of this Project. If modifications to the potable, reclaim, or wastewater systems are requested, an Amendment to this Task Order will be provided to the Client for review and approval.
- 1.8. Based on the proposed activity for this Project, it appears that it does not meet the criteria for an exemption since the width of the trail exceeds 6-feet. A pre-application meeting with the WMD will be required to verify the requirements for the Statewide Environmental Resource Permit (SWERP) application.
- 1.9. There does not appear to be a floodplain within the Project limits. Floodplain compensation is not included in the Scope of Services.
- 1.10. There appear to be no wetlands within the Project limits. A field visit to verify the existence of any wetland within the Project limits will be part of the WMD pre-application and permitting effort. Environmental services associated with wetland impacts are not included in the Scope of Services. If wetlands are determined to be within the Project limits, and impacts are proposed, an Amendment to this Task Order will be provided to the Client for review and approval.
- 1.11. The Client will obtain consultants to provide geotechnical, landscape architecture, irrigation, and legal services as needed for the Project. BGE will coordinate with the Client's consultants and land use attorney as is necessary to complete the Project.
- 1.12. BGE will address the permitting requirements associated with the AHJ and coordinate with the Client's consultants and land use attorney to assist in addressing these requirements.
- 1.13. BGE will not use subconsultants for this project.

- 1.14. BGE will prepare the existing conditions right-of-way and topographic survey for this project per the Scope of Services.
- 1.15. An Amendment to this Task Order will be provided to the Client for approval after the completion of the final construction plans for BGE to prepare legal descriptions and sketches of the right-of-way and/or easement parcels to be acquired by the Client to complete the construction of the Project.
- 1.16. The Client will issue three (3) Notices to Proceed (NTP). The first NTP will be for design and permitting, which will be completed within 180 days of NTP. The second NTP will be for bidding services, which will be completed within 180 days of NTP. The third NTP will be for post-design/construction phase assistance services, which will be completed within 180 days of NTP.

2.0. SCOPE OF SERVICES

2.1. Survey Services

Perform a Topographic Survey of two separate routes along Fort King Road being approximately 2,475 (Fort King Road (North)) and 1,900 (Fort King Road (South)) LF in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

The Topographic Limits for Fort King Road (North) are generally described below and shown as a yellow polygon in the figure below:

- 30 feet beyond the right-of-way (R/W) lines
- West: centerline of Simons Road; 150 feet down the east half of Simons Road R/W
- Stephens Path: Extend to the gate
- East: 150 feet east of the Jason Drive intersection



The Topographic Limits for Fort King Road (South) are generally described below and shown as a yellow polygon in the figure below:

- 30 feet beyond the R/W lines
- North: northwest intersection of Vista Largo Lane
- South: 125 feet southeast of the centerline intersection with Eiland Blvd
- Eiland Boulevard: 150 feet west and east of its centerline intersection, plus 30 feet beyond the R/W lines

The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 75 feet for soft shots and 50 feet for hard surfaces.



The Topographic Survey will include:

- Visible and attainable fixed improvements and utilities unless otherwise noted.
- Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable.
- Inverts for the connecting structure outside the topographic limits if found and attainable.
- Overhead wire(s). Shown as a single wire/connection if multiple wires (2D only).
- Traffic pavement striping.
- Individual non-invasive trees with 4 inches and larger DBH.
- Two benchmarks established per route.

The Topographic Survey will not include:

- Sub-surface designation or location of underground utilities.
- Sub-surface foundations of structures.
- Storm Drainage outfall inverts extending into lake/pond/canal.
- Storm and Sanitary falling in travel lanes requiring traffic control.
- Storm and Sanitary Sewer inverts of recessed or debris filled structures.
- Sprinkler heads.
- Overhead clearances (signal heads, wires, mast arms, bridges, overhangs, etc.).
- Tree tagging.
- Underwater elevations within lakes, ponds, or canals.
- Muck depths.

- Finished floor elevations.
- Location of Geotech borings or Environmental markers.
- Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.

Field verified R/W and/or property lines to be used as a base file. Encumbrances that have been provided to the surveyor or found through free publicly available online resources will be shown on the survey where plottable. Not a Boundary Survey.

Elevations shall be collected in NAVD88 with a conversion to NGVD29 shown on the survey.

The Deliverable will contain a surface (.XML), an AutoCAD file (.DWG), and a signed and sealed plot of the Topographic Survey.

2.2. Schematic Design (30% Plans)

- 2.2.1. Prior to starting this task, the Client will provide BGE with all the site-related data they have in their possession. This site-related data may include boundary, topography, geotechnical, environmental, and past permits.

BGE will research publicly available data. This publicly available data may include future land use, zoning, overlays, soils, wetlands, sinkholes, floodplains, and historic permits pulled within the vicinity of the Project.

This data will be used to make an educated decision on how to approach designing the Project under Task 2.2.2.

- 2.2.2. BGE will prepare a Schematic Design for the Project, including the horizontal alignment and points of connection to existing infrastructure.

Based on the Client's input and direction, BGE will meet with the Client and provide up to one (1) revision to the Schematic Design. It is understood that the final alignment may vary depending on project constraints discovered during the design and permitting process.

2.3. Pre-Application Meetings

BGE will schedule and attend a virtual pre-application meeting with the primary AHJ to understand the permit approval process and receive feedback on the Schematic Design prepared in Task 2.2.2

2.4. Design Development (60% Plans)

BGE will begin the Design Development based on the Client approved Schematic Design completed within Task 2.2.2. along with the information gathered during the pre-application meeting with the AHJ.

BGE will compute an engineering base map for this task. The computed base map, including any anticipated right-of-way takes and construction easement, will be provided to the Client for review and approval prior to moving forward on this task.

Based on the Client approved computed base map, BGE will prepare Design Development plans in accordance with the primary AHJ Land Development Code (LDC). It is understood that, if required, supporting materials will be provided by the Client and will include the following: surveying, landscape architecture, and geotechnical analysis/report. The design developed under this task will include the following:

- Preliminary stormwater management conveyance system (if needed)
- Preparation of the related Design Development plans (not for construction or permitting), including:
 - Dimensioned Site Plan
 - Paving, Grading, and Drainage Plan

2.5. Construction Documents (90% Plans)

Based on the Client approved Design Development in Task 2.44. BGE will prepare one (1) set of Construction Documents. The Construction Documents completed under this task include the following:

- Finalize the design of the stormwater management conveyance system (if needed), inclusive of grading and stormwater sewer. If treatment and attenuation is required for this Project, an amendment will be provided to the Client for approval.
- Preparation of the related construction plans, including:
 - Cover Sheet
 - General, AHJ, and Site-Specific Notes
 - Typical Sections
 - Existing Conditions (the Client provided survey)
 - Demolition Plan
 - Erosion Control / Best Management Practices (BMP) Plans and Details
 - Dimensioned Site Plan
 - Signage and Pavement Marking Plan
 - Paving, Grading, Drainage Plan

- Plan and Profiles (if needed)
- Cross Sections (if needed)
- AHJ, Maintenance of Traffic, and Site-Specific Details

This set of Construction Documents will be used for one (1) submittal package in accordance with the primary AHJ Land Development Code (LDC).

No application package for this Project to the Primary AHJ is anticipated.

If the Client requests changes to the Design Development and/or Schematic Design after this task has begun, an Amendment to this Agreement will be provided.

2.6. Water Management District (WMD) Permitting

BGE will submit a General Permit application requesting approval of the trail improvements. If it is determined that the Project does not qualify for a General Permit, an Amendment to this Agreement will be provided to the Client for approval.

This task includes one (1) round of comment responses from the WMD. Additional rounds of comments or significant changes to the plans directed by the Client during the permitting will require an Amendment to this Agreement to be provided to the Client for approval.

2.7. Utility Coordination (Within Right-of-way)

BGE will coordinate with Utility Agency Owners (UAOs) to identify existing utility locations. These locations will be noted on the construction plan sheets as “PROVIDED BY OTHERS.” We will meet with the Client to review the design in an effort to reduce the conflicts during the design process.

2.8. Bidding Services

Based on the approved Construction Documents, BGE will prepare an itemized quantity list of the proposed construction improvements and a project narrative. The client is assumed to prepare and provide the contractors with the bid package. The project is assumed to be bid in one (1) phase.

BGE will attend one (1) pre-bid meeting with the contractors who respond to the Client's Request for Proposals (RFP). BGE will review and address the contractor's Request for Information (RFI) through the Client. BGE will review bids and pricing for the RFP with the Client and provide a written recommendation to the Client.

2.9. Engineering Construction Phase / Certification Services

BGE will provide the following construction phase services for the project based on an estimated construction time frame of three (3) months. Additional services will be charged under Task 2.11 Miscellaneous Services with the Client's written approval if the construction time frame is extended.

2.9.1. Construction Meetings

BGE will attend one (1) pre-construction meeting, a punch list meeting, and a final walk-through meeting with the contractor. This task assumes a total of nine (9) hours. Additional meetings will be charged under Task 2.11. Miscellaneous Services with prior Client written approval.

2.9.2. Shop Drawing Review

BGE will review shop drawings prepared by the selected contractor. This service assumes only one (1) round of review. These reviews include an initial review and a second review if comments are made on the initial review. Additional reviews will be charged under Task 2.11. Miscellaneous Services with prior Client written approval if substantial revisions are required.

2.9.3. Pay Request Review

BGE will review all site-related contractor pay requests. Additionally, the service includes a field visit in order to verify the amounts for items included in the pay request. This service assumes that one (1) request will be submitted per month during the construction time frame. If the construction time frame is extended, additional time will be charged under Task 2.11. Miscellaneous Services with prior Client written approval.

2.9.4. Record Drawing Preparation

BGE will prepare record drawings for the stormwater, wastewater system, reclaim water, and potable water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.10. Client & Project Coordination Meetings

BGE project manager and design staff will prepare for and attend regularly scheduled and as-needed meetings for project coordination. BGE anticipates meeting with the Client and the other project team members as necessary to ensure that the necessary information is being provided in a timely manner. As part of this scope, we have allocated up to sixteen (16) hours.

In the event that an additional meeting time is necessary, the additional time will be charged under Task 2.11. Miscellaneous Services with prior Client written approval. All meetings are assumed to be virtual or at the Client's offices.

2.11. Miscellaneous Services

Miscellaneous service items may be performed under this task as requested and approved by the Client in writing. Items may include additional meetings with the Client or AHJ staff, construction meetings/inspections, and other tasks requested by the Client. The Client's written approval will be obtained before utilizing this task for services.

2.12. Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but are not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, tolls, long-distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0. GENERAL CONDITIONS AND UNDERSTANDINGS

3.1. The Client will provide the following:

- 3.1.1. Historic boundary/topographic/tree survey, including floodplain line in CAD.
- 3.1.2. Electronic CAD or GIS files for the WMD Approved JD and SHWL elevation data and locations.
- 3.1.3. Application review fees.
- 3.1.4. Client's consultants to provide geotechnical, landscape architecture, and legal services as needed for the project.
- 3.1.5. Copies of all prior permits and approvals.
- 3.1.6. Soil borings.

3.2. The Client's geotechnical engineer will provide existing conditions information about the soils, fill suitability analysis, pavement design recommendations, infiltration rates, seasonal high groundwater elevation (SHWL), and any special site drainage recommendations for the project, including infiltration rates.

3.3. The proposed project will be consistent with the AHJ Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.

- 3.4. PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(remainder of page intentionally left blank)

4.0. EXCLUDED SERVICES

The professional services BGE will provide include and are limited to, those described under Scope of Services, Section 2.0. All other services are expressly excluded. Specifically excluded items include:

- Redesign due to plan changes imposed by the Client or design team following substantial completion of plans or which may be required in the event additional laws, policies, or regulations are promulgated by Governmental Agencies subsequent to the date of this contract.
- Application Fees / Impact Fees / Connection Fees / Mitigation Fees / Recipient Site Fees
- Planning Services / Zoning or Land Use Modifications / Public Hearings
- Preparing Graphics or Renderings for Public Meetings or Marketing Purposes.
- Public Meetings and/or Presentations beyond what is listed within the Scope of Services
- Platting Services / Subsurface Utility Location Services
- Environmental Contamination Risk Studies or Analysis, Including Phase I or II Environmental Audits or Similar Related Studies
- Environmental / Geotechnical / Archeological Services
- Arborist Related Services, such as; General Tree Surveys, Grand or Specimen Tree Surveys, Tree Protection Plan / Permitting
- Electrical / Mechanical / Structural / Plumbing / Architectural Design / Permitting Services
- Building Fire System / Fire Line Design
- Landscape Architecture / Irrigation Design
- Hardscape Plans / Signage Plans / Monument Signs / Dumpster Enclosure / Gate Design
- Site Lighting / Photometric Design Services
- Irrigation Source Design and Permitting
- Construction Administration / Observation Services related to Landscape, Irrigation, and Site Amenities.
- Potable or Reuse/Reclaim Distribution System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Collection System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Lift Station Design and Permitting
- Drainage Study and Floodplain Modeling for Permitting
- CLOMR / LOMR
- Traffic Analysis / Design / Permitting
- Permitting Services for WMD ERP/Water Use, FDOT Access/Drainage/Utilities, FDEP Domestic Water/Wastewater/Air Quality Permitting, DOH, USACE
- NPDES Permitting / SWPPP Preparation / LEED Support Services / FGBC Support Services / CPTED Review and Principles

5.0. FEES

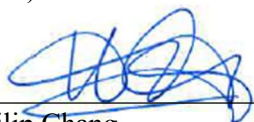
ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Survey Services	Lump Sum	\$27,000
2.2	Schematic Design (30% Plans)	Lump Sum	\$7,500
2.3	Pre-Application Meetings	Lump Sum	\$1,200
2.4	Design Development (60% Plans)	Lump Sum	\$25,900
2.5	Construction Documents (90% Plans)	Lump Sum	\$15,900
2.6	Water Management District (WMD) Permitting	Lump Sum	\$5,500
2.7	Utility Coordination (Within Right-of-way)	Lump Sum	\$7,500
2.8	Bidding Services	Hourly NTE	\$5,000
2.9	Engineering Construction Phase / Certification Services	Hourly NTE	\$8,500
2.10	Client & Project Coordination Meetings	Hourly NTE	\$5,000
2.11	Miscellaneous Services	Hourly	TBD
2.12	Reimbursable Expenses	As Incurred	\$3,000
	Total:		\$112,000

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the approved Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.


Philip Chang
Director, Public Works – Tampa

9/9/25
Date

ACCEPTED
City of Zephyrhills

Signature

Printed Name and Title

Date

FINANCE DIRECTOR'S REPORT 4.1

Awarding of Bid for Auditing Services - Clifton Larson & Allen, LLP.

Issue:

It had been at least 20 years since the City had solicited proposals for auditing services. The State of Florida mandates that, when seeking audit proposals, local governments should use an Auditor Selection Committee.

Background:

The City solicited proposals from CPA firms to audit the City and prepare an annual financial report. We received four proposals from Cintron Cooperman, DG Perry, Clifton Larson & Allen, and Mauldin & Jenkins. The Auditor Selection Committee evaluated the proposals and chose two firms to interview. The two firms interviewed were Clifton Larson & Allen and Mauldin & Jenkins. After the interviews, the committee reached a consensus that CLA - Clifton Larson and Allen should be engaged to audit the City. The initial term of the agreement will be for 3 years with an option to extend for 2 years.

Attachment(s):

1. CLA - Proposal

Fiscal Impact:

Clifton Larson Allen's first year proposal cost, \$56,700, was under the \$67,725 professional fees budgeted in Fiscal Year 2026.

Staff Recommendation:

Staff recommends the award of RFP 2025-010 to CLA - Clifton Larson & Allen LLP.



September 5, 2025

Proposal to provide professional
audit services to:

City of Zephyrhills

RFP #2025-010

Prepared by:

Julie S. Fowler, CPA, Signing Director

julie.fowler@CLAconnect.com

Direct 863-202-8116

CLAconnect.com

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





September 5, 2025

Ricardo Quinones, City Clerk
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542-4312

Via Online Portal Submission

Dear Mr. Quinones:

Thank you for inviting us to propose. We look forward to the opportunity to provide services to City of Zephyrhills (the City).

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the City's consideration:

- **Industry-specialized insight and resources** – As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist the City with their audit needs. In addition to your experienced local engagement team, the City will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- **OMB Uniform Guidance (UG) experience** – CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- **Strong methodology and responsive timeline** – In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience and work with similar clients. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. The work plan also reduces disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- **Communication and proactive leadership** – the City will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at the City and take an active role in addressing them.

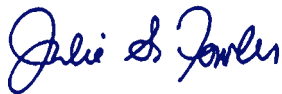
- ***A focus on providing consistent, dependable service*** – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the City will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.
- ***Fresh perspective*** – By engaging CLA, the City will benefit from a fresh look at its business operations, information systems, and financial risk management policies and procedures. You will be served by an engagement team with enthusiasm and a desire to meet and exceed expectations. We are confident that our industry experience will bring to the City new ideas, creative approaches, and fresh opportunities to meet the financial management and accountability challenges before the City.

We want to serve you and we have the qualifications to deliver quality, timely work. Throughout this proposal, we take you on a journey outlining how we'll work together and the value you can come to appreciate when we exceed expectations. For ease of evaluation, the structure of our proposal follows your RFP section titled, *Proposal Submittal and Requirements*.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP



Julie S. Fowler, CPA
Signing Director
863-202-8116
julie.fowler@CLAconnect.com

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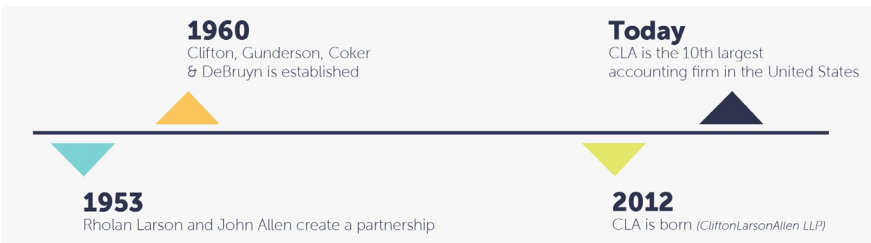


Qualifications and Expertise

History and composition of the firm

History of CLA

On January 1, 2012, two regional firms, Clifton Gunderson and LarsonAllen, merged to become CLA. They were driven by a shared vision to be a different kind of firm and a dream to be America's leading provider of professional services.



We're celebrating 13 years as CLA, but the roots of our culture reach back much further. Across decades, the philosophies that drove our legacy firms — from how they served clients and treated their people to how they did business — shared many attributes. We still find them present today in what we call the CLA Promise.

Firm Overview

Create opportunities

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With nearly 9,000 people in more than 130 U.S. locations and a global vision, we promise to know you and help you.

9,000

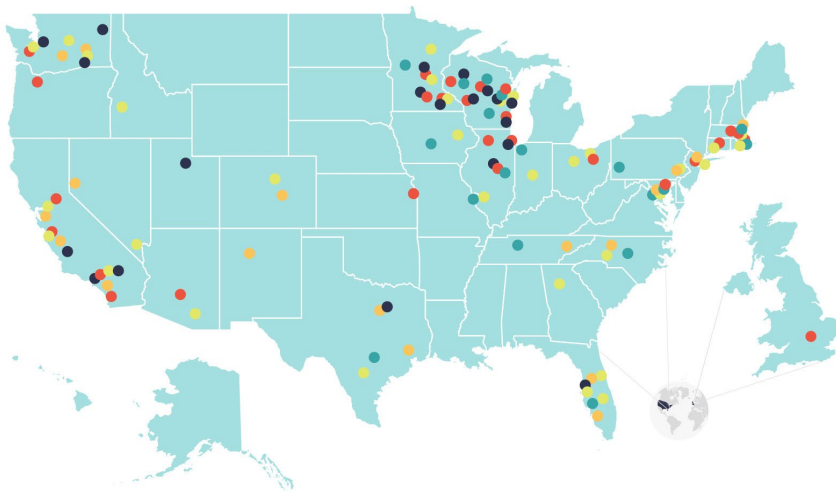
NEARLY 9,000 PEOPLE

130+

LOCATIONS

AN INDEPENDENT
NETWORK MEMBER OF

CLA Global



It takes balance™

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go. CLA has been recertified as a Great Place to Work™ in January 2025.



State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit — so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

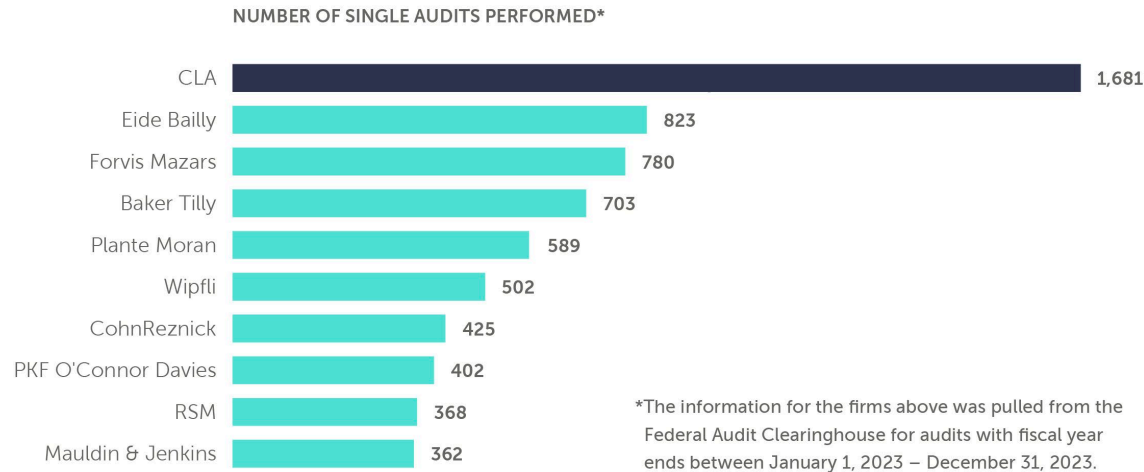
We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



Single audit experience

CLA performs the largest number of single audits in the United States

We audited nearly \$229 billion dollars in federal funds expended in 2023. The chart below illustrates CLA’s experience in serving organizations that receive federal funds and demonstrates our firm’s dedication to serving the government and nonprofit industry.



It is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City’s single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB’s *Uniform Guidance* and who can offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.

Deep industry connections

CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.



We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA’s State and Local Government Expert Panel
- AICPA’s Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)



- Special Review Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- Association of Government Accountants

Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

Insight to strengthen your organization

When you're ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

- [National webinars](#) — Access complimentary professional development opportunities for your team.
- [Articles and white papers](#) — Stay current on industry information as issues arise.

Curious: *We care, we listen, we get to know you.*

Support at every turn

With [dedicated services specific to state and local governments](#), you have access to guidance on all aspects of your operations.

- [Audit](#), review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- [Cybersecurity](#)
- [Enterprise risk management](#)
- [Forensic accounting, auditing, and fraud investigation](#)
- Fraud risk management
- [Grant compliance](#)
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- [Internal audit](#)
- [Outsourced business operations](#)
- [Performance auditing](#)
- [Purchase card \(p-card\) monitoring and analytics](#)
- [Risk assessments](#)
- Strategic, financial, and operational consulting
- [Telecom management services](#)
- [Business opportunity assessments](#)
- [System optimization and selection](#)



Certificate of achievement assistance

The Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting is awarded to state and local governments that go beyond the minimum requirements of generally accepted accounting principles. It is awarded to state and local governments who produce an annual comprehensive financial report that evidences the spirit of transparency and full disclosure. Members of the GFOA staff and the GFOA Special Review Committee (SRC) review reports submitted to the ACFR program.

CLA provides audit services to many entities that received the GFOA Certificate of Excellence in Financial Report. All of the procedures noted in our audit approach and our technical review of the ACFR are done to help the City prepare and publish the top product possible. Our managers and principals who review the ACFR have a strong understanding of the GFOA requirement for the certificate. We understand that this is a prestigious award for the City and a great accomplishment for the Finance and Accounting departments.

We will review the GFOA comment letter for each ACFR and provide the City advice regarding the response to the GFOA reviewer's comments. Our procedures with respect to the ACFR will be the review of the comments from GFOA on the prior year submission to determine they were adequately addressed, completion of the ACFR checklist, and review of the transmittal letter and statistical data to determine that information presented is reasonable and agrees with the information in the financial statements and management's discussion and analysis (MD&A), where applicable.

We understand the interrelationships of the many and varied components of a governmental entity's financial statements, allowing us to quickly determine errors or problems with the financial statements. Our depth of knowledge and experience also allows us to assist the City with the preparation of the ACFR and improvement of the City's financial statements.

Our involvement with clients in the GFOA Certificate program helps to determine that we are on the leading edge of reporting trends and techniques. We have been engaged by various entities to review their statements for compliance with program requirements. We have aided clients in the early implementation of professional pronouncements and regularly provide our clients with updates on new pronouncements which will affect them and will do the same for the City.

The table below identifies the professionals who are currently members of the GFOA Special Review Committee together with their length of service with the Committee.

Name	Title	Location	Years Served
Robert J. Callanan, CPA	Principal	Irvine, CA	15+
Daphnie Munoz, CPA	Principal	Irvine, CA	13+
Jacob S. Lenell, CPA	Principal	Milwaukee, WI	12+
Remi Omisore, CPA	Principal	Baltimore, MD	11+
Julie S. Fowler, CPA	Signing Director	Lakeland, FL	10+
Richard Gonzalez, CPA	Principal	Roseville, CA	10+
Christopher G. Knopik, CPA, CFE	Principal	Minneapolis, MN	10+
Jeffrey Peek, CPA	Principal	Nashville, TN	8+
Shannon D. Small, CPA, MPA	Signing Director	Wauwatosa, WI	7+
Christopher Kessler, CPA	Principal	Fort Myers, FL	4+
Lance Schmidt, CPA, CFE, CIA	Principal	Lakeland, FL	2+
Alexandra Mitchell, CPA, MAcc	Manager	Naples, FL	1+

Quality control procedures and peer review report

In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page. We have also included the previous report from 2019. ***This quality control review included a review of specific government engagements.***

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.

Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
Charlotte, North Carolina
November 18, 2022

cbh.com

Report on the Firm's System of Quality Control

November 21, 2019

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.



Cherry Bekaert LLP

Federal or state desk or field reviews

From time to time, CLA will be subject to federal and state desk reviews by oversight agencies. In addition, our government audits are subject to review by each agency’s Office of Inspector General, as well as the U.S. Government Accountability Office. In all cases, we cooperate in providing the information required for the reviews and will timely resolve all findings identified in those reviews.

Total staff available for audit

The table below provides a breakdown by staff level of the engagement team that will serve the City. This team has extensive experience working with clients similar to the City.

Level of Staff	Number of Staff	Anticipated Percent of Audit Work to be Performed
Principal/Signing Director	2	10%
Director/Manager	1	20%
Senior	2	25%
Associate	2	45%

Designation of two key members of audit team

I, Julie Fowler, your engagement leader, will serve as the City’s primary contact person for this engagement. As a signing director of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal and the City’s RFP. Lance Schmidt will serve as the technical resource and a secondary contact person for this engagement.

Continuing education program

CLA affirms that all CPAs assigned to the engagement have properly maintained CPE in governmental accounting and have completed an ethics course within last two years as required by the Board of Accountancy.

A list of credits has been provided in their resumes.

MUNIS experience

CLA has worked extensively with MUNIS for more than 25 years. Our consulting team regularly attends Tyler Technologies’ conferences and are members of several MUNIS User Groups. CLA has assisted numerous local governments with MUNIS implementation. Our services include the following:

- MUNIS chart of accounts (preparation and/or review)
- MUNIS training
- MUNIS general ledger implementation
- MUNIS payroll implementation
- MUNIS tax modules implementation
- MUNIS cash management implementation



- MUNIS security implementation and review

Our financial audit professionals bring deep experience working across a wide range of ERP systems—running queries, extracting reports, and reviewing invoices and supporting documentation with precision and efficiency. In addition, our IT audit team has conducted post-implementation audits for government entities using Tyler Munis, offering practical insights into both the successes and challenges of implementation.

Your service team

The true value in working with our team is developing a personal and professional relationship with leaders who understand your industry, challenges, and opportunities — with the full support of an entire CLA family behind them.

Meet your service team below.

Engagement Team Member	Role	Years' Experience
Julie Fowler, CPA	Engagement signing director – Julie will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Julie is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.	25+
Lance Schmidt, CPA, CFE, CIA	Technical resource principal – Lance will be the technical resource for the audit team as well as the City personnel. Lance's many years of serving governmental entities will be an invaluable resource.	19+
Brian A. Quinlin, CPA	Quality assurance signing director – Brian will complete the quality review of all work performed and of all audit reports prior to issuance. The focus of this review is to confirm adherence to industry and firm quality control guidelines and to make sure the work performed supports the audit opinions issued.	20+

Matthew Finelli, MBA, CPA	Engagement director – Matt will act as the lead director on the engagement. In this role, Matt will assist the engagement signing director with planning the engagement and performing complex audit areas. He will perform a technical review of all work performed and is responsible for the review of the annual comprehensive financial report and all related reports.	9+
Sydney Morrow	Seniors – Sydney and Madison will be responsible for the day-to-day activities for this engagement, including the supervision of all staff assigned.	4
Madison Kathman, CPA		5
Zoran Jovic, GPEN, CCNA	Information systems manager – Zoran will assist the audit team in documenting and evaluating general computer controls and IT application controls.	
Additional staff – We will assign additional staff to your engagement based on your needs and their experience providing services to similar clients.		

Detailed biographies can be found in the *Resume section*.

Collaborative: Support from a responsive local team complemented by national resources. We consider the whole of your organization, bringing innovative teams to the table.

License to practice

CLA is a limited liability partnership and is duly licensed to practice public accountancy in the state of Florida. A copy of our state license is provided below:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CLIFTONLARSONALLEN LLP
4501 TAMiami TRAIL N
SUITE 200
NAPLES FL 34103

LICENSE NUMBER: AD0005891

EXPIRATION DATE: DECEMBER 31, 2025

Always verify licenses online at MyFloridaLicense.com



ISSUED: 12/11/2023

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Project Approach

Office location assigned to manage the engagement

Our firm matches the necessary skill set to an engagement before considering the geographic location of the staff. Assigning team members who specialize in working with similar clients can provide the City higher-quality services and allows us to complete the engagement in a more efficient and effective manner with little interruption to your staff.

The City will be served by an industry-specialized engagement team located in our Lakeland, Florida office with support from our Southwest Florida offices.

Level of staff and number of hours to be assigned

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain the services are completed based on your requirements. The plan may also be amended during the year based on input the City Council or management.

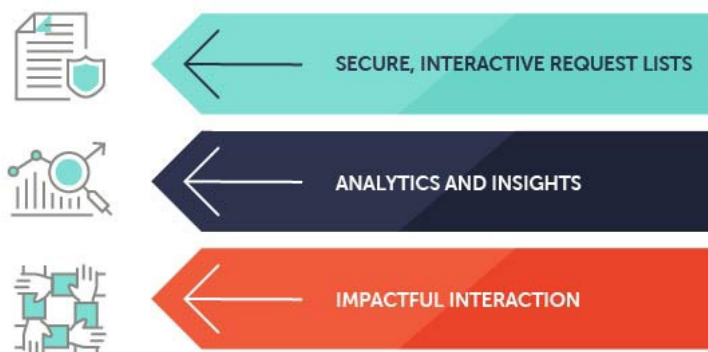
Please see the below chart for the level of staff and approximate number of hours to be assigned to each proposed phase:

Financial Statement Audit					
Engagement Segment	Principal/ Signing Director	Manager/ Director	Senior	Associate	Total
Assessment	4	5	2	3	14
Planning and strategy	4	10	2	3	19
Systems evaluations	10	20	26	43	99
Testing and analysis	6	16	52	122	196
Reporting and follow up	14	25	13	-	52
Total	38	76	95	171	380

Single Audit					
Engagement Segment	Principal/ Signing Director	Manager/ Director	Senior	Associate	Total
Risk assessment and planning	1	2	2	-	5
Major program testing	1	1	8	22	32
Final assessment and reporting	3	7	3	-	13
Total	5	10	13	22	50

Use of technology in the audit

We're reimagining the audit process through technology to elevate your experience!



Assurance Information Exchange (AIE) — CLA offers a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for items that CLA requests. Additionally, the application allows clients to attach electronic files and add commentary related to the document requests directly on the application. AIE is provided at no additional cost, subject to the terms of the Assurance Information Exchange Portal Agreement.

Assurance Integrated System (AIS) — AIS is CLA's new assurance methodology platform and includes audit programs, risk assessments, and many of our template forms that can be completed and updated online by individuals that you designate.

TeamMate Analytics and Expert Analyzer (TeamMate) — To analyze and understand large data sets, we use TeamMate Analytics and Expert Analyzer. We customize the application by industry in order to perform the most applicable procedures. This allows us to go beyond sampling and instead analyze the entire general ledger for targeted anomalies. Far beyond the audit application, our six-phase process of Risk Assessment, Data Analytics and Review (RADAR) can also provide actionable insights to help you understand your entity better.

Microsoft® Teams — Our services approach focuses on impactful interactions. We’ve said goodbye to the days of setting up camp in our clients’ conference rooms for weeks on end. We know our clients have organizations to run, so our interactions have purpose. To assist with communications when we are not onsite, we utilize tools such as Microsoft Teams, which allow for two-way screen sharing and video. We’ve found this helps reduce disruptions in our clients’ environments while continuing to effectively communicate with each other.

Data analytics

In addition to standard auditing methodology, a distinguishing aspect of CLA’s audit services incorporates the power of data analytics to multiply the value of the analyses and the results we produce for clients. CLA’s data methodology is a six-phase, systematic approach to examining an organization’s known risks and identifying unknown risks. Successful data analysis is a dynamic process that continuously evolves throughout the duration of an engagement and requires collaboration of the engagement team.

Data analytics are utilized throughout our audit process, our **Risk Assessment, Data Analytics, and Review (“RADAR”)** is a specific application of general ledger data analytics that has been implemented on all audit engagements. RADAR is an innovative approach created and used only by CLA that aims to improve and replace traditional preliminary analytics that were being performed.

The phases in our data analytics process are as follows:

1. Planning

In the planning stage of the engagement, the use of data analysis is considered and discussed to determine that analytics are directed and focused on accomplishing objectives within the risk assessment. Areas of focus -- such as journal entries, cash disbursements, inventory, and accounts receivable -- are common.

2. Expectations

We consider the risks facing our client and design analytics to address these risks. Through preliminary discussions with management and governance, we develop and document expectations of financial transactions and results for the year. These expectations will assist in identifying anomalies and significant audit areas in order to assess risk.

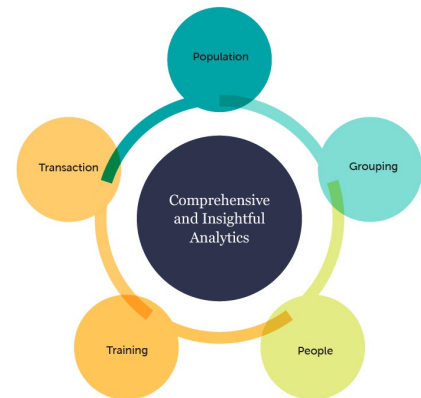
3. Data acquisition

Sufficient planning, a strong initial risk assessment, and an adequate understanding of your systems will serve as the foundation necessary to prepare our draft data request list. We will initially request information in written format and conduct follow-up conversations helping CLA practitioners share a mutual understanding of the type of data requested and the format required. If there are going to be any challenges/obstacles related to obtaining data, or obtaining data in the preferred format, they will generally be discovered at this point.



4. Technical data analysis

Technical analysis of the data requires the skillful blend of knowledge and technical capability. Meaningful technical analysis provides the engagement team with a better understanding of the organization. The additional clarity assists the engagement team to better assess what is “normal” and, in turn, be better suited to spot anomalies, red flags, and other indications of risk. Analytics generally fall into five categories, each looking into the data set in a different way and deployed with a different purpose.



5. Interpret results and subsequent risk assessment

Trends and anomalies will be identified through the performance of the above referenced analytics. Comments regarding the interpretation of those trends and anomalies will be captured. When trends are identified, they are reconciled against expectations. For anomalies identified, the approach to further audit procedures will be considered.

6. Response and document

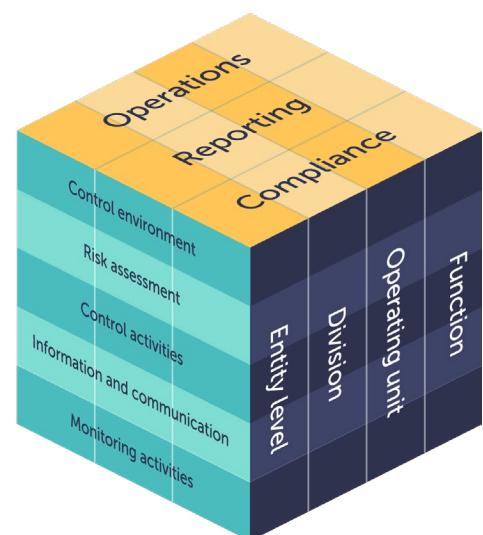
The last process is to capture responses and determine that our procedures are properly documented. Abstracts, charts, or summaries of both trends and anomalies are retained in audit documentation to support our identification of risks. Our analysis can be tailored and customized to help analyze an array of information, including client-specific and proprietary data. Key benefits of data analytics include:

- Built-in audit functionality including powerful, audit-specific commands and a self-documenting audit trail
- 100% data coverage, which means that certain audit procedures can be performed on entire populations, and not just samples
- Unlimited data access allows us to access and analyze data from virtually any computing environment
- Eliminates the need to extrapolate information from errors (a common effort when manually auditing data) and allows for more precise conclusions

Procedures used to understand internal processes and controls

We understand changing audit firms would require a new set of auditors to develop an understanding of the City, operations, and system of internal control. We also strive to develop our understanding in the least intrusive manner possible, while still maintaining our professional responsibilities. We would utilize a combination of internal control forms and interviews with key accounting personnel to gain and document our understanding of the City. We will also use as a baseline any existing internal control processes, policies, organizational charts, etc. the City may have already documented. Walk through procedures are performed for certain controls to evaluate whether the control is effectively designed and determine it has been implemented.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) has established a framework for internal control systems. Under the COSO framework, internal control is a process to provide reasonable assurance that those internal objectives, including



effectiveness and efficiency of business operations, reliability of financial reporting, and compliance with applicable laws and regulations, will be met, if applicable.

Our audit approach is designed to evaluate and walk through certain internal controls in accordance with COSO concepts. Our procedures include a review of the entity's control environment, risk assessment process, control activities, information and communications relevant to preparation of the financial statements, and monitoring activities of the system of internal control.

During the planning and risk assessment phases of our audit, we will develop our understanding of the City business operations and system of internal control for financial reporting through observation, discussion, and inquiries with management and appropriate personnel. During this phase of the audit, we will review budgets and related materials, organization charts, accounting and purchase manuals, and other systems of documentation that may be available.

Once we understand your operations and system of internal control for financial reporting, we will then identify control objectives for each significant class of transactions, account balances, or disclosures. The next step will be to identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. We will then determine the nature, timing, and extent of our control procedures.

Approach to be taken in determining laws and regulations that will be subject to audit test work

We will obtain an understanding of the laws and regulations that impact the City's operations by reviewing applicable meeting minutes to identify any ordinances or resolutions that might have an impact to operations and reporting by the City, as well as interview key personnel and management of the City. The staff assigned to the engagement attend regular trainings and are well versed in relevant federal and state laws and regulations (e.g., *Uniform Guidance*) and proactively discuss any upcoming changes with our clients.

We will also review current operations, contracts, and interlocal agreements that may impact current operations.

Engagement timeline

Count on clear communication and regular updates.

We have designed a plan that meets your needs and key deadlines. In our planning meeting, we'll discuss this timeline with you in greater detail and adjust as appropriate.

Upon execution of the contract	Initial planning meeting Review prior year workpapers Request initial planning documents from the City
October 1	Request list provided through CLA's AIE portal
December 15	City provides all initial requests for audit Audit fieldwork begins
January	Audit fieldwork completed
February 28	Draft reports provided to City
March 7	City completes review of draft Responses to comments or findings submitted to CLA
March 16	Final reports delivered
March	Presentation to the City Council
Weekly throughout the audit	Planning and update meetings

Easing the transition

We recognize that a move to a new firm presents an opportunity as well as a challenge. Over our 60-year history, we have transitioned many clients and have a collegial and professional relationship with many firms.

Reliable: Look for us to respond in hours, not days. We strive to deliver service that exceeds your expectations.



Services approach

The CLA Seamless Assurance Advantage (SAA)

SAA is an innovative approach to auditing that utilizes leading technologies, analytics, and audit methods to help solve client problems and create a seamless experience.



A different approach

SAA is unlike any conventional audit process. SAA does not depend on physical location. It reduces the time our professionals spend on site, creates fewer disruptions, enables more efficient use of resources (yours and ours), and allows for more impactful interactions with your people.



Insights through analytics

CLA uses strategic data analysis to evaluate whole data sets to gain a deeper understanding of your organization. Insights that were once impossible can now come into focus to help you measure performance, enhance strategic decision making, and understand your competitive opportunities.



Effective technology

CLA embraces technologies that help solve client problems and create a seamless experience. Assurance Information Exchange (AIE) is a web-based application developed by CLA to digitally request and obtain audit documents through a secure and efficient online portal.



Financial statement audit approach



Phase 1: Planning and strategy

The main objective of the planning phase is to identify significant areas and design efficient audit procedures.

- Conduct an entrance meeting. Julie Fowler and staff will meet with the City personnel to agree on an outline of responsibilities and time frames
 - Establish audit approach and timing schedule
 - Determine assistance to be provided by the City personnel
 - Discuss application of generally accepted accounting principles
 - Address initial audit concerns
 - Establish report parameters and timetables
 - Progress reporting process
 - Establish principal contacts
- Gain an understanding of your operations, including any changes in organization, management style, and internal and external factors influencing the operating environment
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics and Expert Analyzer (TeamMate), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by the City, and establish deadlines

We will document our planning through:

- **Entity profile** — This profile will help us understand the City's activities, organizational structure, services, management, key employees, and regulatory requirements.
- **Preliminary analytical procedures** — These procedures will assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.
- **General risk analysis** — This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations, and other key planning considerations.

- **Account risk analysis** — This document will contain the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- **Prepared by client listing** — This document will contain a listing of schedules and reports to be prepared by the City personnel with due dates for each item.
- **Assurance Information Exchange (AIE)** — CLA uses a secure web-based application to request and obtain documents. This application allows clients to view detailed information, including due dates for all items CLA is requesting. Clients can attach electronic files and add commentary directly on the application.

The audit engagement will be planned under the direction of the engagement leader and in-charge. We will clearly communicate any issues in a timely manner and will be in constant contact as to what we are finding and where we expect it will lead.

Using the information we have gathered and the risks identified, we will produce an audit program specifically tailored to the City that will detail the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

Phase 2: Systems evaluation

We will gain an understanding of the internal control structure of the City for financial accounting and relevant operations. Next, we will identify control objectives for each type of control material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles, not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether the City has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated prepared by client listing based on our test results and anticipated substantive testing.

During the internal control phase, we will also perform a review of general and application IS controls for applications significant to financial statements to conclude whether IS general controls are properly designed and operating effectively.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then assess the significant computer-related controls.

For IS-related controls we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support findings and will provide recommendations for improvement. For IS controls we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

Phase 3: Testing and analysis

The extent of our substantive testing will be based on results of our internal control tests. Audit sampling will be used only in those situations where it is the most effective method of testing.

After identifying individually significant or unusual items, we will decide the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use TeamMate to efficiently control and select our samples.

Our workpapers during this phase will clearly document our work as outlined in our audit programs. We will provide the City with status reports and be in constant communication with the City to determine that all identified issues are resolved in a timely manner. We will hold a final exit conference with the City to summarize the results of our fieldwork and review significant findings.

Phase 4: Reporting and follow up

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Management Letter as defined in Section 10.554(1)(i), Rules of the Auditor General
- Independent Accountants' Report as required by Chapter 10.550, Rules of the Auditor General related to compliance with applicable Florida Statutes
- Written Communication to Those Charged with Governance, which includes the following areas:
 - Our responsibility under auditing standards generally accepted in the United States of America
 - Changes in significant accounting policies or their application
 - Unusual transactions
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing the audited financial statements
 - Disagreements with the City
 - the City's consultations with other accountants
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit
 - Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, our opinion, the financial statements, and management letter will be issued.

The City will be given a draft of any comments we propose to include in the management letter. Items not considered major may be discussed verbally with management instead of in the management letter. Our management letter will include items noted during our analysis of your operations.

We will make a formal presentation of the audit results to those charged with governance, if requested.

Elevating with artificial intelligence (AI)

CLA is committed to harnessing cutting-edge technology to enhance client service. We may use AI to enhance your audit engagements. This can include:

- **Research and document drafting:** CLA professionals may use Microsoft Copilot to ask questions and make requests of generative AI with secure access to CLA-specific resources.
- **Document summarization:** We may use CLA Family Assistant to help extract and summarize information relevant to our audits, including minutes review, leases, debt agreements, and other document types.
- **Invoice extraction:** CLA may use AI tools to extract relevant fields from invoices and other documents.

When AI is used, the work is supervised by CLA professionals who verify results before making final decisions. Client information remains confidential when working with these tools.

Single audit approach

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City’s single audit. Therefore, the single audit will be performed by a team of individuals who specialize in single audits in accordance with OMB’s *Uniform Guidance* (2 CFR Part 200) and the Florida Single Audit Act (Section 215.97, Florida Statutes) and who will offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

Grant compliance can be a confusing topic and many of our clients rely on their federal and state funding as a major revenue source, so it is important that they understand what these changes mean to their organization. As a leader in the industry CLA professionals are available to provide guidance and tools tailored to the City’s needs, and to assist in compliance with these rules.

We will conduct our single audit in three primary phases, as shown, below:



Phase 1: Risk assessment and planning

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with the City’s management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for



testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards and State Financial Assistance, we will identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the *Uniform Guidance* and the Florida Single Audit Act
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of direct and material compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

Phase 2: Major program testing

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with *UG* and the Florida Single Audit Act.

To accomplish this, we will perform the following:

- Schedule an introductory meeting and notify the City's management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards and State Financial Assistance
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

Phase 3: Final assessment and reporting

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards and State Financial Assistance is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified
- Re-assess the risk and determine if we are required to audit additional programs
- Perform compliance testing at the entity wide level related to procurement and cash management requirements
- Perform testing to validate the status of prior year findings for those programs not selected for audit
- Prepare the Schedule of Findings and Questioned Costs
- Conduct exit conference with the City's management to review drafts of required reports:

- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Report on Compliance for Each Major Federal Program, and State Project and Report on Internal Control Over Compliance Required by the *Uniform Guidance* and Chapter 10.550, Rules of the Auditor General, along with the Schedule of Findings and Questioned Costs for Federal Awards and State Financial Assistance Projects

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by the City. These meetings will be on a set schedule, but as frequently as the City determines. During these meetings, we will discuss progress impediments and findings as they arise.

Approach to examination of Florida rules and regulations

Various Florida laws require auditors conducting audits of local governmental entities pursuant to Section 218.39, Florida Statutes, to determine the audited entity's compliance with certain statutory provisions. For these statutory requirements, Chapter 10.550, Rules of the Auditor General, requires auditors of local governmental entities to include an examination pursuant to AICPA Professional Standards, AT-C Section 315, promulgated by the American Institute of Certified Public Accountants. In evaluating whether the local governmental entity has complied in all material respects, the auditors should consider the nature and frequency of noncompliance identified and whether such noncompliance is material relative to the nature of the compliance requirements.

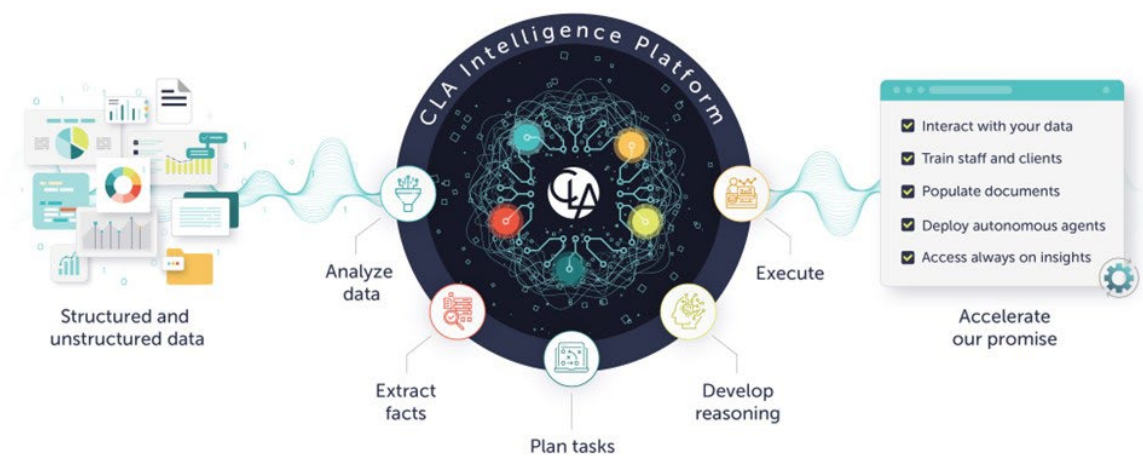
CLA has developed proprietary examination procedures and templates to facilitate compliance with all requirements within Section 218.39, Florida Statutes.

Florida Rules and Regulations	
Section 218.415, Florida Statutes, regarding the investment of public funds	
• This applies to the City and the CRA • This is generally performed at the same time as the year-end cash and investment audit procedures • CLA staff receive annual training on investment compliance and any changes from our prior-year testing templates	
Sections 163.387(6) 163.387(7), 163.387(8), Florida Statutes, regarding community redevelopment agencies (CRA)	
• CLA has a specialized team within Florida that conducts these procedures for all our Florida municipal clients • CLA staff receive annual training on CRA-related compliance and any changes from our prior-year testing templates	

Our testing workpapers and client request lists for these tests are updated annually for any changes to the Florida Statutes or the Rules of the Auditor General.

CLA Intelligence Platform: Digital services and generative AI

Let us help you harness cutting-edge technology to transform the way your teams work and uncover deeper business and financial insights.



Digital transformation is no longer optional, it’s a necessity. With CLA, you’ll find a [comprehensive suite of capabilities](#) spanning automation and integration, data analytics, software, and cybersecurity — offering you new opportunities to navigate and thrive in the digital age.

By leveraging digital product solutions and services, you can improve your business operations and achieve big goals, whether that’s streamlining processes, enhancing customer experiences, embracing generative artificial intelligence (AI), or driving innovation. We help you put digital solutions in place to:

Drive growth and profitability	Drive more value from software	Gain efficiencies and quality
Improve employee experience and retention	Make data-driven decisions	Make your data work for you
Manage security more effectively	Put the power of AI in your hands	Reduce cyber and other threats

Communication process

Effective communication is critical to a successful engagement. This includes weekly status meetings where observations, potential exceptions, and leading practices are discussed. To avoid surprises at the end of the engagement, we discuss and document our observations, clarify fact patterns, and confirm management’s understanding and agreement with our findings.



CLA adheres to all auditing standards related to reporting observations, recommendations, and findings. All significant deficiencies and material weaknesses will be reported to the audit committee/governance in writing. Best practices, observations, and other matters will be reported to management in a management letter that can be used as a tool to track the implementation of our recommendations.

Report to those charged with governance — In addition to observations and recommendations, we will inform the audit committee of:

- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments and passed adjustments, if any
- Disagreements with management, if any
- Management consultation with other accountants, if any
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit, if any

We are sensitive and understanding of the fact that we report to those charged with governance, and our audit professionals maintain objectivity and independence in issuing audit opinions. If we identify significant fraud, illegal acts, or significant delays during the audit process, we will alert the audit committee timely.

Information related to overall fiscal health or other concerns of your organization observed during audit testing will be presented in the exit presentation and as part of the management letter. We will also help you create opportunities for improvement through recommendations and suggestions for strengthening your policies, accounting procedures, and processes.

Assistance from client

We request that the City provide access to all records required for the audits and other requirements of the contract. In addition, we request that you assign a “project coordinator” through whom we will communicate and coordinate activities. We do not foresee needing the City’s staff other than during normal business hours.

To assist in this process, we will provide a detailed Prepared by Client list early in the engagement. We will ask that your accounting staff provide us with standard schedules, as well as additional requested supporting items. We anticipate that your accounting personnel will need to locate and submit to us certain invoices, vouchers, cancelled checks, and other documents and records. We are extremely flexible as to the format in which we receive this information and to the extent possible will use the latest technology to help minimize the level of effort of your personnel.

We will depend on your staff to provide us with as much information as possible, in an effort to limit everyone’s time on the engagement and, ultimately, to save your organization money.



References and Other Considerations

Current references

Our clients say it best. And their independent, authentic perspective is invaluable in learning about the experience you'll have when working with us. We encourage you to connect with our clients to hear it firsthand.

City of Brooksville	
Client Contact	Autumn Sullivan, Finance Director
Email	asullivan@cityofbrooksville.us
Address	201 Howell Ave. Brooksville, FL 34601-2042
Services Provided	Financial statement audit in accordance with <i>Government Auditing Standards</i> ; Single Audit in accordance with OMB Uniform Guidance and the Florida Single Audit Act; and consulting for implementation of new GASB standards.

City of Sebring	
Client Contact	Penny Robinson, Assistant City Administrator
Email	pennyrobinson@mysebring.com
Address	368 S. Commerce Ave. Sebring, FL 33870
Services Provided	Financial statement audit in accordance with <i>Government Auditing Standards</i> ; Single Audit in accordance with OMB Uniform Guidance and the Florida Single Audit Act; assistance with financial statement preparation; and consulting for implementation of new GASB statements.

City of Avon Park	
Client Contact	Melody Sauerhafer, Finance Director
Email	msauerhafer@avonpark.city
Address	110 E. Main St. Avon Park, FL 33825-3945
Services Provided	Financial statement audit in accordance with <i>Government Auditing Standards</i> ; Single Audit in accordance with OMB Uniform Guidance; and assistance with financial statement preparation.

Former client references

Village of Estero	
Client Contact	Kevin Greenville, Finance Director
Phone Number	239-221-5035
Address	9401 Corkscrew Palm Cir. Estero, FL 33928-6275

City of Cape Coral	
Client Contact	Crystal Feast, Financial Services Director
Phone Number	239-574-0497
Address	1015 Cultural Park Blvd. Cape Coral, FL 33990-1216

Pasco County	
Client Contact	Nikki Alvarez-Sowles, Esq., Clerk and Comptroller
Phone number	352-521-4566
Address	38053 Live Oak Avenue Dade City, FL 33523

In addition, below we have provided a sampling of Florida governmental entities to which we have provided auditing, consulting, or outsourcing services.

Sampling of Florida Clients Served	
Municipalities	
City of Arcadia City of Avon Park City of Cape Coral City of Brooksville City of Fort Myers City of Moore Haven City of New Port Richey City of Safety Harbor	City of Sanibel City of Sebring City of Temple Terrace City of Winter Haven Town of Fort Myers Beach Town of Kenneth City Town of Redington Beach
Counties	
Citrus County Collier County Desoto County Glades County Hardee County Hernando County Sarasota County	Highlands County Lee County Manatee County Okeechobee County Pasco County Pinellas County Polk County
Other Government Entities	
Avon Park Housing Authority Bartow Housing Authority Captiva Island Fire Control	Hillsborough Area Regional Transit Authority Hillsborough County Aviation Authority Key West Housing Authority

Central Florida Regional Planning Council	Lake Wales Housing Authority
Collier Mosquito Control	Lee County Port Authority
Clearwater Downtown Development Board	Matlacha and Pine Island Fire Control
Delray Beach Housing Authority	Moore Haven Mosquito Control District
Englewood Water District	Naples Airport Authority
Estero Fire District	Pasco County Housing Authority
Hardee County Industrial Development Auth.	Pinellas Construction Licensing Board
Hardee County School Board Internal Funds	Pinellas County Planning Council
Hardee Soil and Water District	Pinellas County Metropolitan Planning Organization
Heartland Library Cooperative	Pinellas Suncoast Transit Authority
Hendry County School District Internal Funds	Polk Regional Water Cooperative
Hernando County Housing Authority	Sanibel Public Library District
Hérons Glen Recreation District	Sebring Airport Authority
Highlands County Health Facilities Authority	South Fork Community Development District
Highlands County Hospital District	Tampa Bay Area Regional Transportation Authority

Transparent: We place honesty and integrity at the center of all communication. We welcome you to start an open and candid conversation with those who know us best.

Professional relationships

CLA has no known previous relationships or potential conflicts of interest involving the City.

Professional ethics and regulatory issues or complaints against team members

From time to time, individuals in the firm are parties to an inquiry from a regulatory or ethics body. In all cases the individual, with the firm's backing, shall cooperate in providing the information required to respond appropriately to the inquiry.

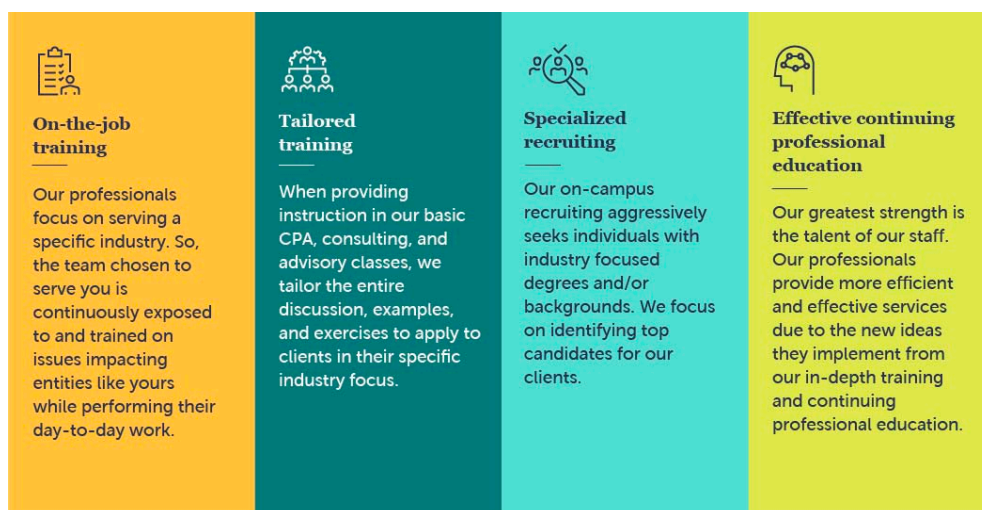
The firm and professionals within the firm presently do not have any regulatory or ethics inquiries outside the normal course of our practice.

Continuing education program

To maintain and expand our assurance knowledge, we consistently provide continuing education for our professionals. Each member of our professional team, including principals, attends accredited continuing professional education (CPE) annually. Individuals are required to familiarize themselves with all current changes in standards and procedures. Updated information on recent changes in technical standards and regulations, as well as the firm's professional policies and procedures, is distributed to our team members on a regular basis.

CLA professionals are specifically trained on topics specific to the client industry they work in.





CLA's firm-wide training programs include:

- **Learn**—Designed for new CLA associates, this learning is typically attended in the first year of employment. This internally developed and presented training focuses on preparing new hires and interns to understand and perform their role in the audit process. Providing a combination of an introduction to CLA strategy, business risk and independence with audit theory using hands-on exercises and simulations to introduce our audit methodology, tools, and software. Specific audit areas covered include audit planning, cash, fixed assets, accounts payable, prepaids, documentation, and materiality.
- **Experience**—Designed for the CLA associate with about one year of experience, this learning is typically attended in the second year of employment. This training focuses on topics including analytics, sampling, internal controls, walkthroughs, analytical tools, and professional skepticism.
- **Achieve**—Designed for the CLA associate with about two years of experience, this learning is typically attended in the third year of employment. This internally developed and presented training focuses on leadership and performance management of audit engagements utilizing CLA audit methodology from the perspective of the experienced in-charge. Topics covered include detailed review, risk assessment, analytical tools, and professional skepticism.
- **Propel**—Designed for the CLA associate with about three years of experience, this learning is typically attended in the fourth year of employment. This training focuses on risk assessment, effective use of tools and programs, auditing complex areas, and professional skepticism.

Litigation

From time to time, the firm is a defendant in lawsuits involving alleged professional malpractice. In all cases, the firm believes that it has a strong position and intends to defend it vigorously. Should the ultimate outcome be unfavorable, however, net of the deductible provisions of the firm's malpractice insurance, all cases are expected to be fully covered by insurance and will not have a material impact on the firm or its ability to perform these services.

Moreover, in those cases where claims have been resolved by settlement (the vast majority of our cases), the firm is typically subject to confidentiality agreements that prohibit the disclosure of information regarding those matters. Disclosure by the firm of any details about those matters could invalidate the settlement agreements.

Resumes



Julie S. Fowler, CPA

CLA (CliftonLarsonAllen LLP)

Signing Director
Lakeland, Florida

863-202-8116
julie.fowler@CLAconnect.com



Profile

Julie is a signing director with CLA's state and local government services team. She has more than 25 years of experience providing auditing and professional services to state and local governments throughout Florida, including counties, municipalities, and special districts.

Technical experience

- Proficient knowledge of Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), governmental accounting, and Generally Accepted Governmental Auditing Standards (GAGAS)
- Member of the GFOA Special Reviewer Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program

Education and professional involvement

- Master of accountancy from University of Tennessee-Martin, Martin, Tennessee
- Bachelor of business administration, with a concentration in accounting, from Freed-Hardeman University, Henderson, Tennessee
- Certified Public Accountant in the state of Florida
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)

CPA license

Licensee Information

Name:	FOWLER, JULIE SHINHOLSER (Primary Name)
Main Address:	2523 US HIGHWAY 27 S SEBRING Florida 33870
County:	HIGHLANDS

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC0032782
Status:	Current,Active
Licensure Date:	02/24/2000
Expires:	12/31/2026

Key relevant clients

- Central Florida Regional Planning Council
- City of Arcadia
- City of Avon Park
- City of Brooksville
- City of Eagle Lake
- City of Safety Harbor
- City of Sebring
- City of Winter Haven
- Collier County Sheriff
- Foundation for Orange County Public Schools
- Hardee County
- Hardee County Indigent Care
- Hardee County Education Foundation
- Heartland Library Cooperative
- Hendry County School Board Internal Funds
- Highlands County
- Highlands County Health Facilities Authority
- Highlands County Hospital District
- Highlands Industrial Development Authority
- Lakeland Downtown Development Authority
- Okeechobee County
- Polk Education Foundation
- Polk County Industrial Development Authority
- Polk County School District
- Polk County Tax Collector and Clerk
- Sebring Airport Authority
- Spring Lake Improvement District
- Town of Redington Beach
- Town of Kenneth City

Continuing professional education

2024	Credits
Quality Update - Q4 2024	1.0
Materiality	1.0
GASB Update 2024 - Part 2	1.0



Quality Update - Q3 2024	1.0
Engaging Our Clients and Markets: MarTech	13.5
CLA 2024 Florida State and Local Government Training Academy	4.0
CLA 2024 Florida State and Local Government Training Academy	7.5
Single Audit: Direct & Material Compliance	1.0
Single Audit Update - July 2024	1.0
Quality Update - Q2 2024	1.0
GASB Statement 87: Leases	2.0
GFOA 2024 Annual Conference	5.0
Fraud Update 2024	2.0
GAAP Gang Q2 2024	2.0
GAAP Update 2024 - Regulated	1.0
Accounting and Auditing Update Q2 2024	2.0
Ethics and professional conduct for CPAs in Florida (approval 0020313)	4.0
Yellow Book and Single Audit Update 2024	2.0
Assurance Methodology Update 2024 - Regulated, SLG	1.0
GASB 96 – Subscription-Based Information Technology Arrangements (SBITAs)	1.0
GASB 87 Leases	1.0
Single Audit: Procurement, Suspension, & Debarment	1.0
ECM* MarTech: Responsive Overview and Training	1.0
GASB Update 2024 - Part 1	1.0
Single Audit Update - February 2024	1.0
AIS KPIs and Seamless Opportunities in Industry - State and Local Government	1.0
Quality Update - Q1 2024	1.0
AIS and Audit Methodology Refresher	1.0
AIS Data Ingestion	1.0
Navigating Performance Conversations	1.0
	64.0

2023

Centralized Billing Process - Part 2	1.0
Centralized Billing Process - Part 1	1.0
AIS and Audit Methodology - Day 1	8.0
Assurance Perspectives - Q4 2023	1.0
Quality Update - Q4 2023	1.0
AIS and Audit Methodology - NATG	2.0
Single Audit Update - August 2023	1.0
State and Local Gov (SLG) Industry Series - June 2023	1.0
Effective Compensation Conversations 2023	1.0
IT for Auditors	1.0
IT in an Audit, SAS 145	1.0
Adopting the Standards SAS 143-145	1.0
Coaching for Inspired Careers - May 2023	1.0
State and Local Gov (SLG) Industry Series - May 2023 #1	1.0



Compensation & Advancement Process - Leadership Kick Off & Workday Walkthrough 2023	1.0
Quality Update - Q2 2023	1.0
GASB for State and Local Government 2023 - Part 1	1.0
Single Audit Update - April 2023	1.0
State and Local Gov (SLG) Industry Series - April 2023	1.0
Single Audit Update - January 2023	1.0
Leaders Summit 2023	5.5
	33.5

CLAconnect.com

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





Lance Schmidt, CPA, CFE, CIA

CLA (CliftonLarsonAllen LLP)

Principal
Orlando, Florida

407-802-1300
lance.schmidt@CLAconnect.com



Profile

Lance is a principal in CLA's state and local government group. He has more than 19 years of accounting and auditing experience. His experience is very heavily concentrated on providing service to governmental entities. Lance has provided consulting to governments on technology issues, software conversions, and compliance matters, as well as providing audit services.

Technical experience

- Oversees, plans, and performs audits and accounting services for governments typically requiring single audits to be performed
- Provides consulting services to state and local governments regarding the implementation of accounting pronouncements and internal controls
- Government audit and accounting with an emphasis on cities, counties and special districts.
- OMB UG compliance auditing

Education and professional involvement

- Bachelor of science in accounting and finance from Southeastern University, Lakeland, Florida
- Certified Public Accountant
- Certified Fraud Examiner
- Certified Internal Auditor
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- National Association for Housing Related Officials (NAHRO)
- Florida Association for Housing Related Officials (FAHRO)
- Affordable Housing Association for Certified Public Accountants (AHACPA)
- Association of Certified Fraud Examiners (ACFE)

CPA license

Certified Public Accountant – Florida. Certification number – AC40232.

Licensee Information

Name:	SCHMIDT, LANCE ELLIOTT HULETT (Primary Name)
Main Address:	420 SOUTH ORANGE AVENUE SUITE ORLANDO Florida 32801
County:	ORANGE
License Mailing:	402 SOUTH KENTUCKY AVENUE SUITE 600 LAKELAND FL 33801
County:	POLK

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC40232
Status:	Current,Active
Licensure Date:	03/10/2008
Expires:	12/31/2026

Key relevant clients

- Town of Oakland, Florida,
- City of Port Richey, Florida
- City of New Port Richey, Florida
- City of Largo, Florida
- City of Brooksville, Florida
- City of Zephyrhills, Florida
- City of Tampa, Florida
- Citrus County, Florida
- Polk County, Florida
- Pasco County, Florida
- Sarasota County, Florida
- Pinellas County, Florida
- Florida Polytechnic Foundation
- Tampa Bay Area Regional Transportation Authority
- Tampa Hillsborough Expressway Authority
- Tampa Bay Water
- Hardee County Housing Authority
- Lake Wales Housing Authority
- Hernando County Housing Authority
- Hardee County Housing Authority
- Lake Wales Housing Authority
- Hernando County Housing Authority
- Fulton County Housing Authority, GA
- Macon-Bibb County Housing Authority, GA
- Birmingham Housing Authority, AL
- Jefferson County Housing Authority, AL
- Montgomery County Housing Authority, AL
- Pinellas Suncoast Transit Authority
- City of Miami Beach Housing Authority
- Key West Housing Authority
- Monroe County Housing Authority
- West Palm Beach Housing Authority
- Delray Beach Housing Authority
- Palm Beach County Housing Authority
- Toho Water Authority
- Pasco County Housing Authority
- Polk Regional Water Cooperative
- Hendry County School District
- Polk County School District

Continuing professional education

2024

Credits

Ethics for Tax Professionals	2.0
Engaging Our Clients and Markets: Academy - Part 6	3.0
Engaging Our Clients and Markets: MarTech	13.5
CLA 2024 Florida State and Local Government Training Academy	4.0
CLA 2024 Florida State and Local Government Training Academy	7.5
Engaging Our Clients and Markets: Academy - Part 5	4.0
Rainmaker: Engaging Our Clients and Markets Conference 2024 (Session 2)	15.0
Single Audit Update - July 2024	1.0
Advanced Forensic Accounting	6.0
Fraud 101 - A Basic Prevention Guide for Small Businesses	4.0
Quality Update - Q2 2024	1.0
GASB Update 2024 - Part 1	1.0
Single Audit Update - February 2024	1.0
Engaging Our Clients and Markets: Academy - Part 3	5.0
Owner Meeting 2024	14.5
	82.5

2023

Accounting Today AI Summit 2023	1.0
Centralized Billing Process - Part 2	1.0
Ethics and professional conduct for CPAs in Florida (approval 0020313)	4.0
AIS and Audit Methodology - Day 1	8.0
Assurance Perspectives - Q4 2023	1.0
Engaging Our Clients and Markets: Academy - Part 2	16.5
Single Audit Update - August 2023	1.0
CLA GASB 96 SBITA Training	4.5
2023 Audit Update	4.0
Analytical Tools - Basics	1.0
IT in an Audit, SAS 145	1.0
Fraud Investigation, Part I	1.0
Fraud and Abuse in Nonprofit and Government Environments	2.0
2023 Fraud Update	3.0
Evaluating internal controls post-pandemic	3.0
Engaging Our Clients and Markets: Academy - Part 1	16.5
Impact Matrix Leaders Series - May 2023	1.0
Quality Update - Q2 2023	1.0
Assurance Perspectives - Q2 2023	1.0
GASB for State and Local Government 2023 - Part 1	1.0
State and Local Gov (SLG) Industry Series - April 2023	1.0
Leaders Summit 2023	5.5
	80.0





Brian A. Quinlin, CPA

CLA (CliftonLarsonAllen LLP)

Signing Director
Sebring, Florida

863-202-8121
brian.quinlin@claconnect.com



Profile

Brian is a signing director with the state and local government services team and a technical reviewer for CLA's National Assurance Technical Group for GASB engagements. He has over 23 years of public accounting and auditing experience with a focus on state and local governments. He also a member of the accounting consulting team and leader of the turnkey lease and SBITA accounting assistance team.

Technical experience

- Performs assurance and accounting quality reviews for state and local governments, public housing authorities, and other entities reporting under GASB
- Assist clients and assurance teams with implementation of new accounting standards
- Consults with assurance teams and their clients on accounting and auditing matters
- Provides training and guidance on technical issues, creation of practice aids, and participates in audit innovation initiatives

Education and professional involvement

- Master of accounting from Nova Southeastern University, Fort Lauderdale, Florida
- Bachelor of business administration from Morehead State University, Morehead, Kentucky
- Certified Public Accountant in the State of Florida
- American Institute of Certified Public Accountants (AICPA)
- Government Finance Officers Association (GFOA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- GFOA Special Reviewer Committee, *member*

Speaking engagements

- February 2025 – FICPA, Polk County Chapter – GASB Update
- August 2024 – CliftonLarsonAllen LLP – Panel Discussion: Grant Management
- May 2023 – CliftonLarsonAllen LLP – GASB Update

Key relevant clients

- Highlands County*
- Hardee County*
- City of Arcadia
- City of Safety Harbor
- Collier County Clerk of the Circuit Court
- City of Brooksville
- Hardee County Soil and Water Conservation Districts
- Glades County Clerk of Court
- Hardee County Schools Internal Funds
- Highlands County Soil and Water Conservation
- Highlands County Health Facilities Authority
- Monroe County Housing Authority
- Housing Authority of the City of Key West
- Housing Authority of the City of Lakeland
- West Palm Beach Housing Authority
- Okeechobee County*
- Bernalillo County, NM
- City of Avon Park
- Water Cooperative of Central Florida
- Tampa Hillsborough Expressway Authority
- Tampa Bay Area Regional Transportation Authority
- Lee County Clerk of the Circuit Court
- Town of Lake Placid
- Hardee County Economic Development
- Town of Redington Beach
- Clearwater Downtown Development Board
- Sarasota County Clerk of Circuit Court
- Polk County Tax Collector
- Jefferson County Housing Authority
- Hernando County Housing Authority
- Lake Wales Housing Authority
- Housing Authority of Avon Park
- Housing Authority of Bartow
- Heartland Library Cooperative
- Delray Beach Housing Authority
- Arcadia Housing Authority
- Florida Fixed Income Trust (Local Government Investment Pool)
- Texas Fixed Income Trust (Local Government Investment Pool)
- Tampa Bay Water

CPA license

Certified Public Accountant – Florida. Certification number – AC42476.



Licensee Information

Name:	QUINLIN, BRIAN ALAN (Primary Name)
Main Address:	2523 US HIGHWAY 27 S SEBRING Florida 33870
County:	HIGHLANDS
License Location:	609 LYNN DRIVE LAKE PLACID FL 33852
County:	HIGHLANDS

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC42476
Status:	Current,Active
Licensure Date:	05/12/2010
Expires:	12/31/2026

Continuing professional education

2024	Credits
Professional Skepticism and Fraud	1.0
Quality Update - Q4 2024	1.0
Uniform Guidance Update 2024	1.0
Audit Documentation	1.0
Materiality	1.0
GASB Update 2024 - Part 2	1.0
Quality Update - Q3 2024	1.0
CLA 2024 Florida State and Local Government Training Academy	5.5
CLA 2024 Florida State and Local Government Training Academy	3.0
Single Audit: Direct & Material Compliance	1.0
SAS 143 Auditing Accounting Estimates	1.0
AIS 0500.20	1.0
Incorporating SAS 145 Requirements into our Financial Audit Support Work	1.0
Single Audit Update - July 2024	1.0
Quality Update - Q2 2024	1.0
Assurance Methodology Update 2024 - Regulated, SLG	1.0
Auditing Update 2024	4.0
Identity Theft Today	1.0
Not-for-Profit Accounting and Auditing Update 2024	1.0
Single Audit: Procurement, Suspension, & Debarment	1.0
Fraud Update 2024	2.0
GASB Disclosure Framework Issued	1.0
A Guide Through Common Audit Deficiencies	2.0

ACFE Fraud Trends	1.0
GASB 84: Fiduciary Activities	1.0
GASB Update 2024 - Part 1	1.0
Ethics and professional conduct for CPAs in Florida (approval 0020313)	4.0
GASB 96 – Subscription-Based Information Technology Arrangements (SBITAs)	1.0
GASB 87 Leases	1.0
AIS and Audit Methodology - NATG	2.0
Fraud and Abuse in Nonprofit and Government Environments	2.0
AIS KPIs and Seamless Opportunities in Industry - State and Local Government	1.0
Single Audit Update - February 2024	1.0
Quality Update - Q1 2024	1.0
AIS and Audit Methodology Refresher	1.0
AIS Risk Assessment in Industry - State and Local Government Part 2	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1.0
AIS Data Ingestion	1.0
	54.5

2023

Centralized Billing Process - Part 2	1.0
Centralized Billing Process - Part 1	1.0
Quality Update - Q4 2023	1.0
AIS and Audit Methodology - Day 1	8.0
Single Audit Update - August 2023	1.0
Adopting the Standards SAS 143-145	1.0
State and Local Gov (SLG) Industry Series - June 2023	1.0
IT for Auditors	1.0
IT in an Audit, SAS 145	1.0
CLA 2023 Florida State and Local Government Training Academy	6.0
CLA 2023 Florida State and Local Government Training Academy	3.0
Coaching for Inspired Careers - May 2023	1.0
State and Local Gov (SLG) Industry Series - May 2023 #1	1.0
GASB for State and Local Government 2023 - Part 1	1.0
State and Local Gov (SLG) Industry Series - April 2023	1.0
Single Audit Update - January 2023	1.0
	30.0

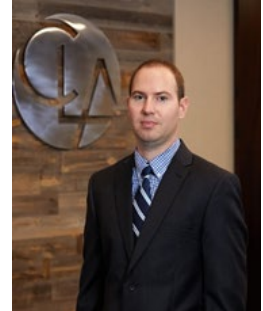


Matthew Finelli, MBA, CPA

CLA (CliftonLarsonAllen LLP)

Director
Fort Myers, Florida

239-226-9914
matthew.finelli@CLAconnect.com



Profile

Matt is a director with the state and local government team and has more than a decade of public accounting experience. His primary focus is governments and regulated industries. He is experienced leading large and complex audits of governmental entities including counties, cities, special districts, school districts, charter schools, and nonprofit organizations. Matt also has extensive experience in performing single audits (federal and state) and compliance audits.

Technical experience

- State and local government
- Federal and state single audits

Education and professional involvement

- Master of business administration from the University of Mississippi, Oxford, Mississippi
- Master of accountancy from the University of Mississippi, Oxford, Mississippi
- Bachelor of science in accounting from University of West Florida, Pensacola, Florida
- Certified Public Accountant in the State of Florida
- American Institute of Certified Public Accountants
- Government Finance Officers Association

Key relevant clients

- Lee County, FL
- Collier County, FL
- Hardee County, FL
- Glades County, FL
- City of Fort Myers, FL
- City of Cape Coral, FL
- City of Sanibel, FL
- City of Moore Haven, FL
- Lee County Port Authority, FL (Southwest Florida International Airport)
- Lee County Metropolitan Planning Organization
- Sanibel Public Library District



CPA license

Certified Public Accountant – Florida. Certification number – AC47411.

Licensee Information

Name:	FINELLI, MATTHEW RYAN (Primary Name)
Main Address:	12800 UNIVERSITY DR, SUITE 210 FORT MYERS Florida 33907
County:	LEE

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC47411
Status:	Current,Active
Licensure Date:	06/12/2014
Expires:	12/31/2026

Continuing professional education

2024

	Credits
AIS Data Ingestion Training	1.0
Accountants' Responsibility Regarding Fraud, Part 2	2.0
CLA 2024 Florida State and Local Government Training Academy	4.5
CLA 2024 Florida State and Local Government Training Academy	3.0
Fraud in the Construction Industry, Part 2	1.0
Fraud Investigation, Part 3	1.5
Fraud Investigation, Part 1	1.0
Fraud in Your Practice	2.0
Fraud Update 2024	2.0
Going concern uncertainty	3.0
Financial Statement Fraud	2.5
Ethics and professional conduct for CPAs in Florida (approval 0020313)	4.0
GFOA 2024 Annual Conference	5.5
Single Audit Update - February 2024	1.0
AIS and Audit Methodology Refresher	1.0
Navigating Performance Conversations	1.0
	36.0

2023

AIS and Audit Methodology - Day 1	8.0
Fraud in Not-for-profits	1.5
Fraud Investigation, Part I	1.0
Fraud Investigation, Part 2	1.0
Federal Government Contracting - Contract Fraud	1.5
Fraud and Abuse in Nonprofit and Government Environments	2.0

2023 Fraud Update	3.0
2023 Auditing and Accounting Update	9.0
State and Local Gov (SLG) Industry Series - June 2023	1.0
CLA 2023 Florida State and Local Government Training Academy	7.0
State and Local Gov (SLG) Industry Series - May 2023 #1	1.0
Quality Update - Q2 2023	1.0
GASB for State and Local Government 2023 - Part 1	1.0
	38.0



Sydney Morrow

CLA (CliftonLarsonAllen LLP)

Senior
Naples, Florida

239-280-3542
sydney.morrow@claconnect.com



Profile

Sydney is a senior for the state and local government assurance team at CLA. Sydney has more than four years in accounting and auditing experience. She has performed audits for a variety of clients while focusing her career on state and local governments.

Technical experience

- State and local government

Education and professional involvement

- Bachelor of science in accounting from Southeastern University, Lakeland, Florida
- Bachelor of science in management from Southeastern University, Lakeland, Florida
- American Institute of Certified Public Accountants (AICPA)

Key relevant clients

- Collier County Board of County Commissioners
- Polk County Board of County Commissioners
- Highlands County Board of County Commissioners
- City of Fort Myers
- City of Marco Island
- City of Sanibel
- City of Winter Haven
- City of Sebring

Continuing professional education

2024	Credits
Quality Update - Q4 2024	1.0
Materiality	1.0
Quality Update - Q3 2024	1.0
LEAP 2024: Propel Assurance - Risk Assessment - AIS, What You Need to Know	1.0
CLA 2024 Florida State and Local Government Training Academy	5.5
LEAP 2024: Propel Assurance - Complex Areas	1.0



Single Audit Update - July 2024	1.0
Professional Skepticism	1.0
GASB 96 – Subscription-Based Information Technology Arrangements (SBITAs)	1.0
Quality Update - Q1 2024	1.0
Quality Update - Q2 2024	1.0
AIS KPIs and Seamless Opportunities in Industry - State and Local Government	1.0
AIS and Audit Methodology Refresher	1.0
AIS Risk Assessment in Industry - State and Local Government Part 1	1.0
AIS Data Ingestion	1.0
Navigating Performance Conversations	1.0
	20.5

2023

Assurance Perspectives - Q4 2023	1.0
Preparing Financial Statements, Statements of Cash Flow and More	1.0
Detailed Review Assurance	2.0
AIS and Audit Methodology - Day 1	8.0
Single Audit Update - August 2023	1.0
LEAP 2023: Achieve Assurance Technical Breakout	1.5
LEAP 2023: Achieve Conference	8.5
LEAP 2023: Achieve Assurance - Part 1, Detail Review	1.0
LEAP 2023: Achieve Assurance Panel	1.0
Analytical Tools - Intermediate	1.0
State and Local Gov (SLG) Industry Series - June 2023	1.0
IT in an Audit, SAS 145	1.0
IT for Auditors	1.0
Adopting the Standards SAS 143-145	1.0
CLA 2023 Florida State and Local Government Training Academy	7.0
State and Local Gov (SLG) Industry Series - May 2023 #2	1.0
State and Local Gov (SLG) Industry Series - May 2023 #1	1.0
Quality Update - Q2 2023	1.0
Assurance Perspectives - Q2 2023	1.0
Using RIA Checkpoint Effectively	1.0
Single Audit Update - April 2023	1.0
State and Local Gov (SLG) Industry Series - April 2023	1.0
Single Audit Update - January 2023	1.0
	45.0



Madison Kathman, CPA

CLA (CliftonLarsonAllen LLP)

Assurance Senior Associate
Lakeland, Florida

863-581-8909
madison.lilienthal @CLAconnect.com



Profile

Madison has more than three years accounting and audit experience. She provides audits for housing authorities and state and local governments in addition to assurance services relating to compliance with Uniform Guidance Requirements. Madison is in full compliance with continuing education requirements.

Technical experience

- Performs audits and accounting services for various state and local government audit engagements typically requiring single audits to be performed
- OMB *Uniform Guidance* compliance auditing

Education and professional involvement

- Bachelor of science in accounting and finance, with a minor in information management and data analytics, from Southeastern University, Lakeland, Florida
- Certified Public Accountant in the state of Florida
- American Institute of Certified Public Accountants (AICPA)
- 2022 FICPA Scholar

CPA license

Certified Public Accountant – Florida. Certification number – AC60758.

Licensee Information

Name:	KATHMAN, MADISON KYLEE (Primary Name)
Main Address:	402 SOUTH KENTUCKY AVE SUITE 600 LAKELAND Florida 33801
County:	POLK

License Information

License Type:	Certified Public Accountant
Rank:	CPA
License Number:	AC60758
Status:	Current,Active
Licensure Date:	03/04/2024
Expires:	12/31/2026



Key relevant clients

- Key West Housing Authority*
- Monroe County Housing Authority*
- Delray Beach Housing Authority*
- Lake Wales Housing Authority*
- Hernando County Housing Authority*
- Birmingham Housing Authority*
- Lakeland Housing Authority
- West Palm Beach Housing Authority*
- Jefferson County Housing Authority*
- Polk County, Florida*
- Highlands County, Florida*

*Single Audit

Continuing professional education

2024	Credits
GAAP Update 2024 - Private	1.0
LEAP 2024: Achieve Assurance - Closing an Engagement	1.0
Preparing Financial Statements, Statements of Cash Flow and More	1.0
LEAP 2024: Achieve Assurance - Risk Assessment - AIS, What You Need to Know	1.0
LEAP 2024: Achieve Assurance - Analytical Tools Intermediate	1.0
Single Audit: Direct & Material Compliance	1.0
	6.0
2023	
AIS and Audit Methodology - Day 1	8.0
Assurance Perspectives - Q4 2023	1.0
Quality Update - Q4 2023	1.0
Audit Sampling	1.0
Single Audit Update - August 2023	1.0
LEAP 2023: Experience Conference	11.0
LEAP 2023: Experience Assurance Technical Breakout	2.0
LEAP 2023: Experience Assurance - Part 3	1.0
Analytical Tools - Basics	1.0
Analytical Tools - Intermediate	1.0
State and Local Gov (SLG) Industry Series - June 2023	1.0
IT in an Audit, SAS 145	1.0
IT for Auditors	1.0
Quality Update - Q2 2023	1.0
CLA 2023 Florida State and Local Government Training Academy	7.0
State and Local Gov (SLG) Industry Series - May 2023 #1	1.0
Assurance Perspectives - Q2 2023	1.0
	41.0



Zoran Jovic, GPEN, CCNA

CLA (CliftonLarsonAllen LLP)

Manager
Tampa, Florida

813-384-2728
zoran.jovic@claconnect.com



Profile

Zoran is a cybersecurity penetration testing manager at CLA’s National Digital Group, leading a team and performing various vulnerability and penetration testing assessments. Prior to joining the firm, Zoran worked with a wide range of organizations, ranging from start-ups, small businesses, to Fortune 10s. Zoran’s experience includes technical security assessments, risk management, project management and consulting. Zoran is also a United States Army Veteran.

Technical experience

- Internal/external penetration testing
- Remote/on-site social engineering
- Wireless network security assessments
- Cloud security posture management and architecture
- Governance, risk management, and compliance

Education and professional involvement

- Bachelor of science in cybersecurity from Bellevue University, Bellevue, Nebraska
- Associate of science in computer science from Onondaga Community College, Syracuse, New York
- GIAC Network Penetration Tester (GPEN)
- Cisco Certified Network Associate (CCNA)

Continuing professional education

2024	Credits
Quality Update - Q2 2024	1.0
Single Audit Refresher Modules	5.6
2024 IT and Cybersecurity Conference	12.2
2024 IT and Cybersecurity Conference	3.0
	21.8



2023

Single Audit Update - August 2023	1.0
Internal Controls	1.0
LEAP 2023: Propel Conference	12.6
LEAP 2023: Experience Conference	6.0
LEAP 2023: Propel General Session Technical Breakout	1.2
Computer Fraud Detection and Deterrence	8.0
Moral Leadership and Character Development	7.0
Information Technology Auditing - A Risk-Based Approach	9.0
Culture of Feedback	1.0
Audit Risk Assessment	3.0
XCM for IT & Cybersecurity	1.0
Health Care Industry Update - June 2023	1.0
CLA 2023 Florida Nonprofit Training Academy	3.0
IT & Cybersecurity Update - May 2023	1.0
10 Habits of highly successful careers	2.0
Single Audit Update - April 2023	1.0
2023 Virtual Conference: IT & Cybersecurity - Growing the IT and Cyber Business	1.0
2023 Virtual Conference: IT & Cybersecurity - IT Consulting – OISA	1.0
2023 Virtual Conference: IT & Cybersecurity - Back to Basics with Nessus Scanning	1.0
2023 Virtual Conference: IT & Cybersecurity - Hacking WPA2-Enterprise	1.0
2023 Virtual Conference: IT & Cybersecurity - HIPAA and Regulatory Guidelines	1.0
2023 Virtual Conference: IT & Cybersecurity - Novel Data Breaches	1.0
2023 Virtual Conference: IT & Cybersecurity - Pentesting Cloud Environments	1.0
2023 Virtual Conference: IT & Cybersecurity - Network Implant Development	1.0
2023 Virtual Conference: IT & Cybersecurity - Engage Update/Reporting Enhancements	1.0
2023 Virtual Conference: IT & Cybersecurity - Seamless Strategy Integration, XCM Update, and Project Management	2.0
2023 Virtual Conference: IT & Cybersecurity - Using ELK for Incident Response and Other Scenarios	1.0
2023 Virtual Conference: IT & Cybersecurity - How to Be a Consultant	1.0
	71.8

Online Addenda Acknowledgement

No Addenda was provided at the time of submission.



UTILITIES DIRECTOR'S REPORT 5.1

Approval to purchase water meters from Ferguson

Issue:

Request Council approval to purchase 3,500 water meters from Ferguson, prior to the official start of the FY26 budget period

Background:

The City replaced thousands of water meters when we decided to go with Fathom that were older than 7 years. It has been almost 10 years since and the older meters need to be changed at this time.

Attachment(s):

1. Pre October 1 without Tariff and price increase
2. Post October 1 With Surcharge and price increase INFORMATIONAL ONLY

Fiscal Impact:

Upon approval of the FY26 budget, approval of this item will allow the Utilities Department, Water Division, to purchase 3,500 water meters for the cost of \$1,137,675.00. This price is only good if the order is placed prior to October 1st and delivery within the first full week of October. If the order was to be placed after October 1st, the costs would increase by \$91,612.50. This is due to the tariff surcharge of \$58,537.50 and the meter price increase of \$9.45 per meter or \$33,075.00.

This tariff "waiver" is due to one of our employees who attended the Neptune Meter Conference, where Neptune (aka Ferguson) provided this tariff "waiver" to only those who attended.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve this item as presented.



FEL-TAMPA, FL WATERWORKS #044
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Phone: 813-627-1240
Fax: 813-627-1299

Deliver To:
From: Tyler Stargel
tyler.stargel1@ferguson.com
Comments:

09:34:51 AUG 27 2025

Page 1 of 1

FEL-TAMPA, FL WATERWORKS #044

Price Quotation

Phone: 813-627-1240

Fax: 813-627-1299

Bid No: B583544
Bid Date: 08/27/25
Quoted By: TDS

Cust Phone: 813-780-0008
Terms: NET 10TH PROX

Customer: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Ship To: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Cust PO#:

Job Name: METER PURCHASE

Item	Description	Quantity	Net Price	UM	Total
NEU1B2G1B1A	5/8X3/4 MACH 10 2.0 R900I GAL MTR	3500	325.050	EA	1137675.00

Net Total: \$1137675.00
Tax: \$0.00
Freight: \$0.00
Total: \$1137675.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=62585>

Page 438 of 470



FEL-TAMPA, FL WATERWORKS #044
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Phone: 813-627-1240
Fax: 813-627-1299

Deliver To:
From: Tyler Stargel
tyler.stargel1@ferguson.com
Comments:

09:36:27 AUG 27 2025

Page 1 of 1

FEL-TAMPA, FL WATERWORKS #044

INFORMATION ONLY

Price Quotation
Phone: 813-627-1240
Fax: 813-627-1299

Bid No: B583545
Bid Date: 08/27/25
Quoted By: TDS

Cust Phone: 813-780-0008
Terms: NET 10TH PROX

Customer: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Ship To: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Cust PO# **INFORMATION ONLY**

Job Name: METERS

Item	Description	Quantity	Net Price	UM	Total
NEU1B2G1B1A	5/8X3/4 MACH 10 2.0 R900I GAL MTR	3500	334.500	EA	1170750.00
FMAGTRADESURNEP	NEPTUNE TRADE SURCHARGE FEE	1	58537.500	EA	58537.50

Net Total: \$1229287.50
Tax: \$0.00
Freight: \$0.00
Total: \$1229287.50

INFORMATION ONLY

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=62585>

PLANNING REPORT 6.1

Residential Historic Facade Grant - 5354 9th Street. This is a grant application for the Residential Historic Facade Grant to compensate for replacing the roof of a contributing structure in the Historic District. The roof replacement has already had final inspection on 2/18/2025 (BGR-009278-2025).

Issue:

Background:

Attachment(s):

1. Historic Facade Grant - 5394 9th St

Fiscal Impact:

Staff Recommendation:



City of Zephyrhills
Historic Preservation Board
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for RESIDENTIAL HISTORIC FAÇADE GRANT

REQUIRED SUPPORTIVE MATERIALS

- ☐ Detailed plans (site plans and architectural renderings/elevations), if applicable.
- ☐ Color and material samples/examples and/or specifications.
- ☐ Color photographs of the property and specific areas to be addressed, in their current condition.
- ☐ Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior's Standards, and CRA Design Standards.
- ☐ Cost Estimates, from a licensed contractor, architect and/or engineer, for all proposed work.

...

APPLICANT INFORMATION

*Property Owner: MARIAN RIOPELLE
*Mailing Address: 5354 9th ST. ZEPHYRHILLS 33542
*Email Address: calliecat19622@aol.com *Phone #: 813-782-0475

Applicant, if different: _____
Mailing Address: _____
Email Address: _____ Phone #: _____

How did you hear about this program? I served on the HISTORICAL BOARD IN THE PAST.

Have you received prior funding under this program in the last 12 months? ☐ Yes ☒ No

SUBJECT PROPERTY INFORMATION

*Street Address: 5354 9th ST. ZEPHYRHILLS 33542
Designation Name: _____ District Name: 24
*Parcel/Tax ID #: 11-26-21-0010-13600-0110 *Acreage: 2 city lots
*Construction Year: 1920 approx.

Is the property listed on a Local, State or National Historic Registry? ☐ Yes ☒ No
If no, are you in the process of applying for listing on a historic registry? ☐ Yes ☒ No

PROPERTY IS A CONTRIBUTING STRUCTURE
IN THE HISTORIC DISTRICT

PROJECT PROPOSAL

***Brief Description:** Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. List each type of work separately. Attach an additional sheet if necessary.

Install new GAF TIMBERLINE HDZ
30 YEAR DIMENSIONAL SHINGLES.
SELF-ADHERING PEEL AND STICK UNDERLAYMENT

*Estimated Total Project Cost: \$15,395

*Funding Amount Requested: \$5,000

*Estimated City Match: \$

*Estimated Project Start Date:

*Estimated Project Completion Date:

I certify that the information provided above is true and accurate to the best of my knowledge. I further acknowledge and agree to abide by the terms and conditions of this program as presented in the program guidelines.

Marian Riopelle
Signature

1-9-25
Date

MARIAN RIOPELLE
Print Name

STAFF REPORT

To:

From: Sabor Latino will be the 2nd time this event takes place in the city. It will be a Latin festival with activities for the family. The event is being hosted by Penguin Productions. It will be alcohol event. The Airport Venue will be the wet zone.

RE: Special Event Sabor Latino Alcohol Approval-The event is scheduled for November 15th, 2025 from 12pm-6pm. The event will take place at the Airport Venue. They are applying for approval from council to host an alcohol event. The venue will be a wetzone with a designated Beer tent closest to the stage. A temporary alcohol license will be obtained through the state in order to sale beer. Zephyrhills Police will be present for this event along with the events private security that will be in charge of checking ID's and issuing wristbands.

Date: September 22, 2025

I. BACKGROUND & INFORMATION

II. DATA & ANALYSIS

Staff recommends approval. Last years event was successful with no negative reports from anyone.

III. RECOMMENDATION





PLAN SNAPSHOT REPORT SEP-000028-2025 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 03/11/2025
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 09/08/2025
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Maldonado, Carlos	Approval Expire Date:
Description: Sabor Latino-Latin Music Festival-November 15th, 2025 12pm-6pm (Alcohol Event).		

Parcel: 12 26 21 0000 04900 0000 Main	Address: 5200 Airport Rd Zephyrhills, 33542 Main	Zone: Airport(AP-1) Airport(AP-1) Airport(AP-1) Airport(AP-1)
--	--	---

Applicant FLORIDA PENGUIN PRODUCTIONS DREW CECERE PO BOX 7468 CLEARWATER, FL 33758 Business: (727) 674-1464 Mobile: (727) 512-9411	Co-Sponsor CELEBRATE BIRTHDAYS, INC 2157 UNIVERSITY SQUARE MALL TAMPA, FL 33612
---	--

Plan Custom Fields

Organization Name	Florida Penguin Productions	Date Incorporated	Aug 18 2020 12:00AM	Employer ID# (EIN)	8.52587e+008
Active or Inactive?	Active	Event Name	Sabor Latino	Event Date	May 3 2025 12:00AM
Event Time	12pm-7pm	Entry Fee	10	Co-Sponsor	Celebrate Birthdays
Type of Event	Festival	Has this event ever taken place in Zephyrhills?	Yes - Once	Zephyr Park	No
Downtown 5th Ave.	No	Krusen Park	No	Airport Venue \$\$	Yes
Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.No		Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here		Estimated Attendance	600
Estimated Number of Vendors	40	Number of Parade or Run/Walk Entries		City Street or Avenue Closure Request?	No
If Yes, indicate location here:		State Highway Closure? (FDOT Ln. Clos. Permit Req)	No	If Yes, indicate location here:2	
Tents (smaller than 10' x 10')	Yes	Tents	Yes	Vehicles	Yes
Stage	No	Start/Finish Line	No	Signs	Yes
Tables	Yes	Porta lets	Yes	Bounce-House/Inflatable	Yes
Sound Equipment	Yes	People Barricades	No	Other - Please List Here2	
Bathroom Facilities	No	Electricity (5th Avenue Median)	No	Electricity (Stage Areas)	Yes
Garbage Cans	No	Cones / Barricades	No	Other - Please List Here	Dumpster
Please Provide a Brief Description of Event	Latin music, food, and vendors. Bounce Houses for kids. Beer and wine. Event runs 12pm-7pm	Alcohol General Text	Beer truck on site. Proceeds benefit charity.	Alcohol Security Text	hours 12pm-5:30pm, sheriff on site
Alcohol Type Text	beer & wine, 16oz cups.				

PLAN SNAPSHOT REPORT (SEP-000028-2025)

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_DREW_CECERE_3/11/2025.jpg	03/11/2025 15:18	CECERE, DREW		Uploaded via CSS
non-profit for Sabor Latino.pdf	03/11/2025 16:44	Maldonado, Carlos		
General Invoice EMAIL - 2990_03-12-2025_Florida Penguin Productions.pdf	03/12/2025 9:16	Maldonado, Carlos		VENUE INVOICE-REFUNDABLE DEPOSIT
General Invoice EMAIL - 2991_03-12-2025_Florida Penguin Productions.pdf	03/12/2025 9:16	Maldonado, Carlos		VENUE INVOICE WITH ALCOHOL
Layout - Latin Festival (3).png	03/14/2025 8:32	Maldonado, Carlos		

Note	Created By	Date and Time Created
1. Requirements -Pay the venue invoice-Pending after council approval -City Council Alcohol Approval 9/22/25 -COI with alcohol liability-Pending -Temporary Alcohol License-Pending -Sanitation permit	Carlos Maldonado	03/11/2025 16:29

Hearing Type	Location	Scheduled Date	Status	Subject
City Council - Planning Report v.1	Council Chambers City Hall, 5335 8th Street, Zephyrhills	09/22/2025	Scheduled	will go before council to get approval for an alcohol event.

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	2nd floor conference room	08/07/2025	Special Event Meeting

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		03/12/2025 9:41	
Application Review v.1	Generic Action		03/12/2025 9:41
Temporary State Alcohol License Submitted v.1	Generic Action		
Fire Final v.1	Inspection		
Special Event Meeting v.1		07/09/2025 14:39	
Private Meeting v.1	Hold Meeting	07/09/2025 14:39	08/11/2025 16:00
City Council - Planning Report v.1	Hold Hearing	08/11/2025 16:00	
Plan Review Complete v.1			
Approval Letter v.1	Create Report		

CITY MANAGER'S REPORT 7.2

Paulie Palooza Special Event Alcohol Approval. The event is scheduled for Sunday November 16th, 2025 from 11am-7pm. The downtown area where the event is taking place will be a wetzone for alcohol usage.

Issue:

Permission for the sale, distribution and consumption of alcoholic beverages (beer and wine only).

Background:

Gulfside Healthcare Services are requesting permission for the sale, distribution and consumption of alcoholic beverages (beer and wine) along 5th Avenue from 7th to 9th Streets, between 4th and 6th Avenues during the annual Paulie Palooza event. The event is scheduled for Saturday, November 16, 2025, from 11:00 AM to 7:00 PM. The applicants have met with city staff and the police department to discuss the event.

Attachment(s):

1. Full Map View 25
2. Special Event Report
3. 2025 Paulie Palooza Flyer

Fiscal Impact:

N/A

Staff Recommendation:

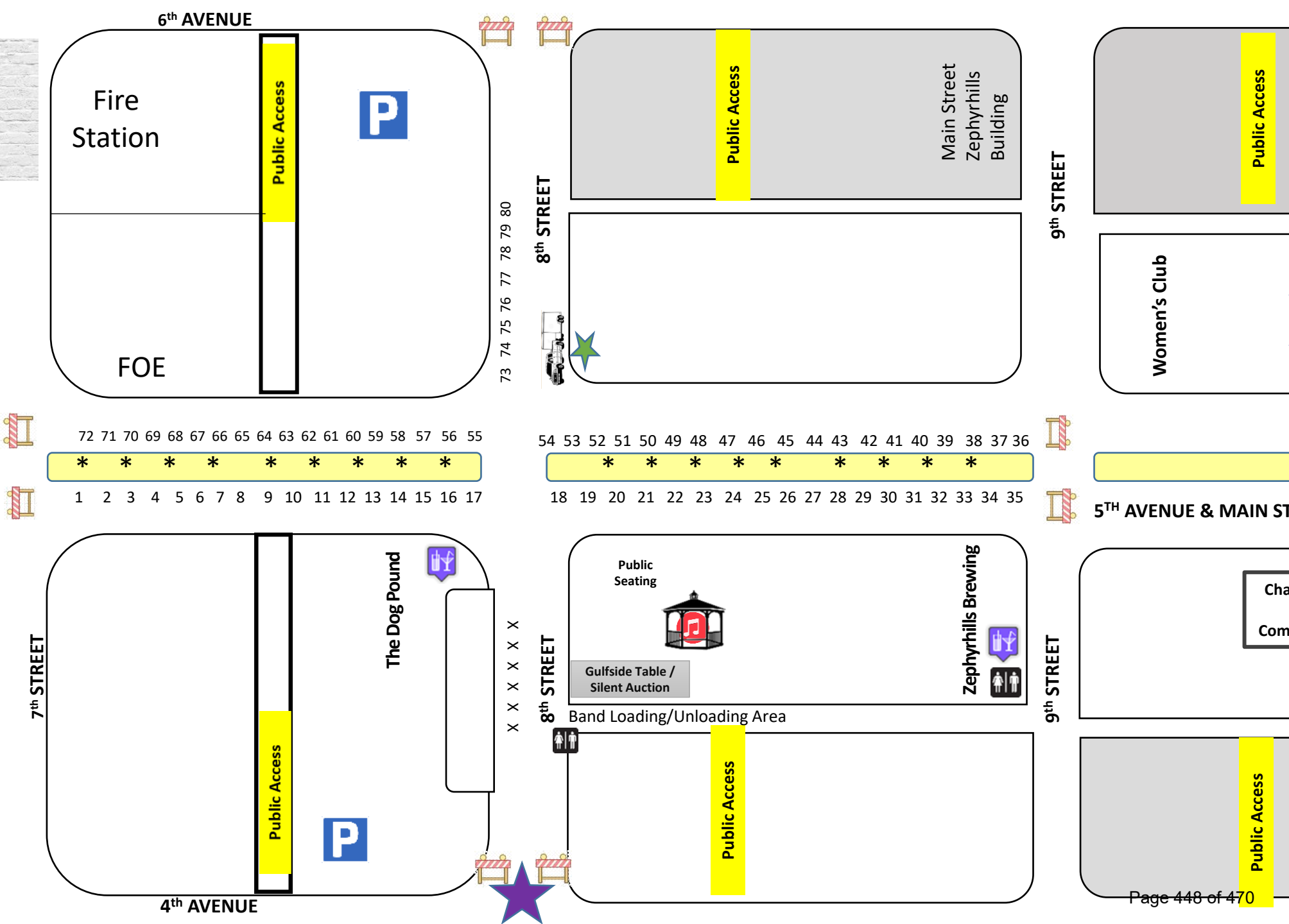
Staff recommends approval of the special event for Paulie Palooza.



November 16
11:00 a.m. – 7:00 p.m.



-  Vendor Entrance
-  Barricades/Road Closure
-  Public Parking
-  Alcohol Sales
-  Public Restrooms
-  Power Outlet

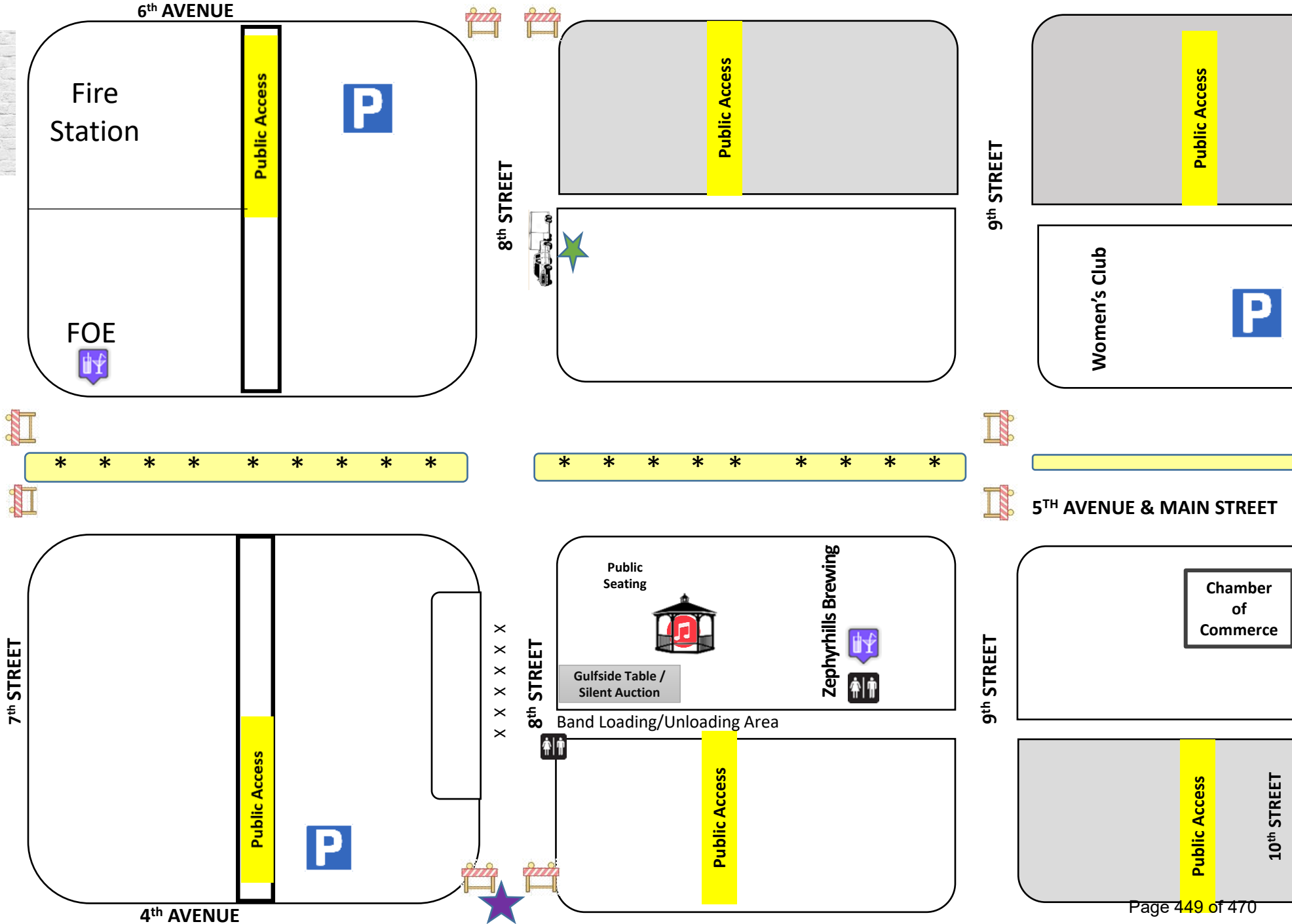




November 16
11:00 a.m. – 7:00 p.m.



-  Vendor Entrance
-  Barricades/Road Closure
-  Public Parking
-  Alcohol Sales
-  Public Restrooms





PLAN SNAPSHOT REPORT SEP-000046-2025 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit **Project:** **App Date:** 08/08/2025
Work Class: Special Event Permit-Alcohol Event **District:** City of Zephyrhills **Exp Date:** 02/04/2026
Status: In Review **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** Maldonado, Carlos **Approval Expire Date:**
Description: Paulie Palooza November 16, 2025 (Sunday) from 11am-7pm. (Alcohol Event).

Parcel:	Address: Downtown 5Th & Clock Plaza Main Zephyrhills, 33542	Zone:
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Applicant
PAUL CORREIA
6154 FORT KING ROAD
ZEPHYRHILLS, FLORIDA
33542
Business: (813) 997-0636

Co-Sponsor
Gulfside Healthcare Services
Marissa Hartley
Business: (727) 845-5707

Plan Custom Fields

Organization Name	GULFSIDE HEALTHCARE SERVICES	Event Name	PAULIE PALOOZA	Event Date	Nov 11 2025 12:00AM
Event Time	12PM-9PM	Type of Event	Festival	Has this event ever taken place in Zephyrhills?	Yes - Annual Event
Zephyr Park	No	Downtown 5th Ave.	Yes	Krusen Park	No
Airport Venue \$\$	No	Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.	Yes
Skate Park	No	Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No
Gunner Paw Park	No	Shepard Park	No	Estimated Attendance	1000
Tents (smaller than 10' x 10')	No	Tents	No	Vehicles	No
Stage	No	Start/Finish Line	No	Signs	No
Tables	No	Porta lets	No	Bounce-House/Inflatables	No
Sound Equipment	No	People Barricades	No	Bathroom Facilities	No
Electricity (5th Avenue Median)	No	Electricity (Stage Areas)	No	Garbage Cans	No
Cones / Barricades	No	Please Provide a Brief Description of Event	Annual event: The 14th annual all-day music festival will feature live music, vendors, food trucks, auction, prize drawings and more. Paulie Palooza was created by Paul Correia in 2012 to honor the memory of his father, who passed away while on Gulfside Hospice's services.		

Attachment File Name	Added On	Added By	Attachment Group	Notes
Banner Form 2025.pdf	08/08/2025 10:45	Maldonado, Carlos		
City of Zephyrhills - Event Permit Palooza 2025.pdf	08/08/2025 10:45	Maldonado, Carlos		
Full Map View 24.pdf	08/08/2025 10:45	Maldonado, Carlos		
Gulfside COI - City of Zephyrhills_Addt Interest_Paulie Palooza.pdf	08/08/2025 10:45	Maldonado, Carlos		
Vendor Map Details 24.pdf	08/08/2025 10:45	Maldonado, Carlos		
Full Map View 25.pdf	08/12/2025 11:47	Maldonado, Carlos		2025 event map

PLAN SNAPSHOT REPORT (SEP-000046-2025)

Gulfside COI - City of Zephyrhills_Addt 08/12/2025 14:59 Maldonado, Carlos
Interest_Paulie Palooza (1).pdf

COI WITH ALCOHOL LIABILITY

Note	Created By	Date and Time Created
1. Items required *COI with liquor liability listed (requires approval only) *Temporary sanitation permit *City Council Alcohol approval.(next date available 9/22/25).	Carlos Maldonado	09/02/2025 8:17

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	CITY HALL 2ND FLOOR-CONFERENCE ROOM	09/03/2025	STANDARD SPECIAL EVENT MEETING

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		08/11/2025 16:32	09/02/2025 8:20
Application Review v.1	Generic Action		08/11/2025 16:32
Temporary State Alcohol License Submitted v.1	Generic Action		09/02/2025 8:20
Special Event Meeting v.1		08/12/2025 16:35	
Private Meeting v.1	Hold Meeting	08/12/2025 16:35	09/03/2025 15:14
City Council - Planning Report v.1	Hold Hearing		
Plan Review Complete v.1			
Approval Letter v.1	Create Report		

Paulie Palooza

All-Day Free Music Festival

Sunday, November 16
11 a.m. - 7 p.m.

Main Street Zephyrhills (5th Ave)

Live Music | Vendors | Food Trucks | Auction | 50/50 Drawings



All proceeds benefit



@GulfsideGiving

For more information:
Marissa Hartley
727-845-5707
marissa.hartley@gulfside.org

THANK YOU, SPONSORS



SUN STATE
Aluminum, Inc.



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www.PauliePalooza.org

CITY MANAGER'S REPORT 7.3

Boots In The Hills Special Event Alcohol Approval. This event will take place on 10/18/25 from 12pm-9pm at the Airport Venue. This will be a music event along with food vendors. This event will be an alcohol permitted event. Guest can bring their own beverages must be in plastic cups or cans. The applicant's private security will be in charge of providing wrist bands with ID verification. The venue will be a proposed wet zone area. ZPD will be present as well for this event.

Issue:

This event will take place on 10/18/25 from 12pm-9pm at the Airport Venue. This will be a music event along with food vendors. This event will be an alcohol permitted event. Guest can bring their own beverages must be in plastic cups or cans. The applicant's private security will be in charge of providing wrist bands with ID verification. The venue will be a proposed wet zone area. ZPD will be present as well for this event.

Background:

Attachment(s):

1. Updated Boots In the Hills Event Map
2. Boots In The Hills Application

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the special event alcohol application for Boots in the Hills event.



LINCOLN AVENUE

KIN

SOUTH AVENUE

Stage with DJ Set-up

The Venue is being proposed as a wet zone area and will have security enforcing regulations and checking ID's.

Parking Lot Area

Food Vendor Area



PLAN SNAPSHOT REPORT SEP-000039-2025 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit
Work Class: Special Event Permit
Status: In Review
Valuation: \$0.00
Description: Boots in The Hills ; Music Based Event With Food Vendors. Saturday October 18, 2025 12pm-9pm.
Will be an (Alcohol Event).

Project:
District: City of Zephyrhills
Square Feet: 0.00
Assigned To: Maldonado, Carlos

App Date: 07/07/2025
Exp Date: 01/03/2026
Completed: NOT COMPLETED
Approval Expire Date:

Parcel: 12 26 21 0000 04900 0000 Main	Address: 5200 Airport Rd Zephyrhills, 33542 Main	Zone: Airport(AP-1) Airport(AP-1)
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Applicant
JIMMY L CAMPBELL
39734 RILEY AVE
ZEPHYRHILLS, FL 33542
Business: (813) 377-7952
Mobile: (813) 377-7952

Plan Custom Fields

Organization Name	The Quarters Foundation	Date Incorporated	May 28 2021 12:00AM	Employer ID# (EIN)	9.21839e+008
Active or Inactive?	Active	Event Name	Boots In The Hills	Event Date	Oct 18 2025 12:00AM
Event Time	9 AM - 9 PM	Entry Fee	10	Co-Sponsor	The Quarters Foundation
Type of Event	Other	Has this event ever taken place in Zephyrhills?	No	Zephyr Park	No
Downtown 5th Ave.	No	Krusen Park	No	Airport Venue \$\$	Yes
Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.	No	Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here		Estimated Attendance	500
Estimated Number of Vendors	16	Number of Parade or Run/Walk Entries		If Yes, indicate location here:	
If Yes, indicate location here:2		Tents (smaller than 10' x 10')	No	Tents	Yes
Vehicles	Yes	Stage	Yes	Start/Finish Line	No
Signs	No	Tables	No	Porta lets	Yes
Bounce-House/Inflatables	Yes	Sound Equipment	Yes	People Barricades	Yes
Other - Please List Here2		Bathroom Facilities	Yes	Electricity (5th Avenue Median)	No
Electricity (Stage Areas)	Yes	Garbage Cans	Yes	Cones / Barricades	Yes
Other - Please List Here	ropes	Please Provide a Brief Description of Event	Music event with food vendors. Alcohol will be permitted.	Alcohol General Text	we will be buying a permit for that day
Alcohol Security Text	hired security , wristbands and sales from 1-8 pm	Alcohol Type Text	beer kegs and mixed drinks (plastic cups)		

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_JIMMY_CAMPBELL_7/7/2025.jpg	07/07/2025 18:49	CAMPBELL, JIMMY		Uploaded via CSS
The Quarters Foundation (1).pdf	08/04/2025 12:44	Maldonado, Carlos		
Boots In The Hills Event Map.png	09/12/2025 15:23	Maldonado, Carlos		

Note	Created By	Date and Time Created
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PLAN SNAPSHOT REPORT (SEP-000039-2025)

1. Items Pending Carlos Maldonado 07/08/2025 8:51
- *Special Event Meeting (was completed)
 - *City Council Alcohol Approval(scheduled for 9/22/25).
 - *Airport Venue Invoice(will be released after council approval).
 - *COI (Insurance with liquor liability)
 - *Temporary Sanitation Permit

Hearing Type	Location	Scheduled Date	Status	Subject
City Council - Planning Report v.1	Council Chambers City Hall, 5335 8th Street, Zephyrhills	09/22/2025	Scheduled	Alcohol approval will be on City Council agenda.
Meeting Type	Location	Scheduled Date	Subject	
Private Meeting v.1	City Hall 2nd floor conference room	09/12/2025	Special Event Meeting	
Workflow Step / Action Name		Action Type	Start Date	End Date
Application Review Process v.1			07/08/2025 9:03	
Application Review v.1		Generic Action		07/08/2025 9:04
Temporary State Alcohol License Submitted v.1		Generic Action		
Fire Final v.1		Inspection		
Special Event Meeting v.1			07/14/2025 9:04	
Private Meeting v.1		Hold Meeting	07/14/2025 9:04	09/12/2025 15:41
City Council - Planning Report v.1		Hold Hearing	09/02/2025 8:51	
Plan Review Complete v.1				
Approval Letter v.1		Create Report		

NOTED ITEMS 8.1

Approval of Agreement 41-25-29 with JL Video

Issue:

Background:

During a Zephyrhills Economic Development Coalition (ZEDC) meeting earlier this year, Tom Ryan, Vice President of Business Development for the Pasco Economic Development Coalition (PEDC), underscored the importance of the City of Zephyrhills contracting with a third-party video production company to create a high-quality business development video showcasing the City's Industrial Corridor.

The proposed 2–3-minute video, accompanied by all raw footage, will highlight key aspects of the City's business environment, including recent investments by companies such as Bauducco and MiTek, the remaining 330 acres of land available for development, and the city's accessibility and infrastructure.

This video is expected to serve as a critical tool in attracting additional manufacturing companies and promoting economic growth within the City of Zephyrhills.

The City solicited five firms and received three quotes for this project:

- Clanton Media: \$12,950.00
- JL Video: \$16,000.00
- Diamond View Studios: \$54,520.00

After a thorough review, city staff recommend contracting with JL Video. This recommendation is based on JL Video's extensive experience with economic development-related media projects, as well as the firm's expertise in 2D and 3D animations and graphics.

In comparison, Clanton Media's portfolio lacks these advanced animation and graphic capabilities, which are critical for producing a visually engaging and professional video that effectively communicates the city's development potential. JL Video has completed similar projects for the Pasco Economic Development Council, Florida's Sports Coast, City of New Port Richey, Visit Tampa Bay, and other clients, demonstrating their capability to deliver high-quality, impactful video content that aligns with our objectives.

Given their proven track record and specialized experience, JL Video represents the best strategic choice for this project, balancing both quality and cost-effectiveness.

Attachment(s):

1. Video Production Proposal (2025-09-18_18-08 ADT)

Fiscal Impact:

\$16,000.00 was budgeted in the FY 25 budget.

Staff Recommendation:

Approve JL Video's production proposal



VIDEO PRODUCTION PROPOSAL

City of Zephyrhills

Delivered on
September 16, 2025

Submitted by
Jordan Lung



AWARD WINNING WORK:

We have won 33 nationally awarded Telly Awards, crushing big brands like Jack Daniels, Dior, Pizza Hut, Los Angeles Rams, Bank of America, and more.

PASCO TALENT:

We have curated some of the best creative talent in Pasco County. We know the areas extremely well, making our ability to tell the story more detailed and personal.

CLIENTELLE :

We have been blessed to have created content for many Fortune 50-500 clients like HCA Healthcare, pWC, Duke Energy, St. Jude, Boston Scientific, KnowBe4, Graco, and 3M.

CREATIVE TEAM :

Our team is passionate about telling stories through video. They are incredible people who genuinely care about perfecting their craft.

accenture

Carnival

Fanatics

**Boston
Scientific**

cisco

3M

**DUKE
ENERGY**

Trulieve

ST. JUDE MEDICAL

pwc

GRACO

**TAMPA BAY
TREASURE ARMS**

Culver's

KnowBe4
Human error. Conquered.

HAYS



PROJECT OVERVIEW

Project Description

- Create a business/industrial development video project for the City of Zephyrhills

Project Scope:

- Repurpose a portion of the new Pasco EDC Ready Sites video that references the City of Zephyrhills
- Utilize renderings/graphics of the Bauducco and MiTek projects
- Showcase the remaining 330+ acres available for development in the City of Zephyrhills — highlighting the available utilities (water, sewer, electric, etc.), along with the accessibility to the municipal airport, rail system, and surrounding roads
- Incorporate a testimonial from the CEO of Bauducco on why they chose to locate their operations in Zephyrhills, what they like about working with Zephyrhills officials, etc.

Creative Approach:

- Working with Client and Bauducco's CEO at a half day shoot, capturing b-roll and an interview with the Client
- Mapping out the creative 2D and 3D elements (site acreage and shading, utility location and capacity mapping, acreage, transportation networks and access, workforce and population data, land-use) per video in detail to create a shot list
- Client comes up with questions and scripting ideas pertinent to the goals of the project
- Shooting the drone across on the large 330 acre location, recording various angles such as point of interest shots, Birds Eye view, low to high crane shots, and forward and backwards fly by angles
- Editing the videos cut to music and the voice over files
- Animation of all videos completed and sent to Client for feedback
- Tweaking the edits and finalization of the promo videos





Video Package	Investment
☒ (1) 2:00-3:00 Business Development Video	\$15,000
☒ Raw Footage via Cloud Delivery (Delivered Upon Completion)	\$1,000
Total	\$16,000

Cost Breakdown:

- \$2,000 - Pre-Production Labor (shot list creation, mapping out 2D and 3D elements, curating and purchasing 3D assets, production logistics for best times to film, call sheet creation, meetings)
- \$5,000 - Drone Production & animation with utilities, roadways, highways, 3D building assets, and 2D text animation callouts into the video, editing of the content into the larger Business Development video. Approximately 0:30 or less of animation work will be created on top of the b-roll and interview scenes.
- \$8,000 - Up to a full day shoot with Bauducco's CEO, including cinematic b-roll of their partnership with Client at either Client's location or another corporate setting to show the operations and meetings, additional drone shots, and editing of the content into a 2:00-3:00 video.



ESTIMATED PROJECT DURATION

Estimated Project Completion Date: October 31, 2025 (production pending)

PHASE	DURATION
Pre-Production	2-3 Weeks
Production	1 Day
Post-Production	2-4 Weeks



PRE-PRODUCTION:

Discovery Meeting / Concept Creation / Permitting / Shot List Creation / Storyboarding / Script Writing / Craft Services / Prop Coordination / Location Scouting / Talent Casting / Internal Meetings & Approvals / Client Meetings



PRODUCTION:

Travel / Crew Logistics / Camera / Lighting / Audio / Dolly / Crane / Drone / Client Liaison

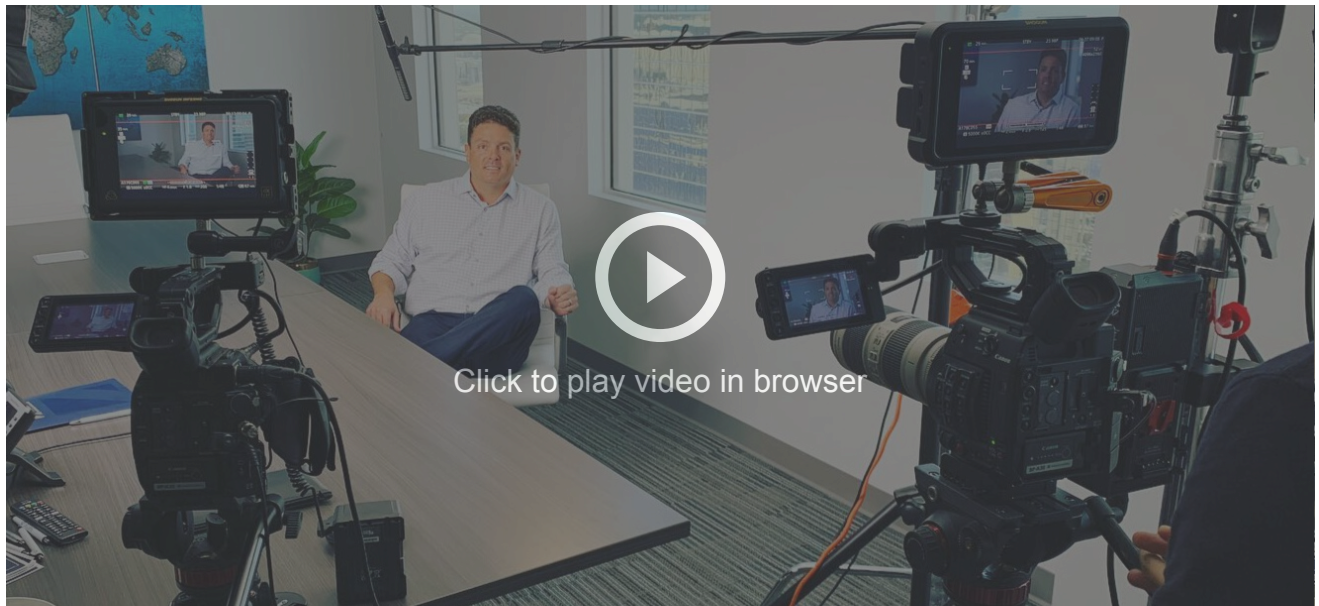


POST-PRODUCTION:

Editing / Visual Effects / Audio Effects / Foley / Sound Design / Color Grading / Subtitles / Video Formatting / Revisions / Upload

Client Testimonials

Altieri Insurance Consultants



Baycare | STAND





Statement of Work & Contract

Service Agreement

THIS SERVICE AGREEMENT is entered into this day, September 16, 2025, by and between JL Video, a duly authorized Florida corporation whose business address is 16703 Early Riser Ave. Land O' Lakes, FL 34638, and City of Zephyrhills (hereafter "Client").

WHEREAS, JL Video is a full service video production company. Client desires to retain JL Video to provide video production services pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promise and covenants set forth herein for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Service

The parties agree that JL Video shall provide the services set forth above commencing upon the date of execution of this Agreement and ending upon project completion. The parties agree that either may terminate this Agreement upon 30 day written notice for any reason whatsoever. Termination upon written notice shall not relieve Client of its obligation to pay all outstanding invoices as well as costs and fees incurred up to the termination date.

2. Compensation

\$16,000.00 upon the execution of this Agreement which amount shall be deemed earned by JL Video. 75% of the total is due to begin work. Deposits are non-refundable, but transferrable to future services within 1 year of the signed contract. 25% due upon completion or 4 weeks after production date, whichever is soonest. Deliverables will be released for download when final balance is paid.

3. Video Approval

Client is to choose one person to present all the revisions to make for a smooth post-production process. There may be virtual or in-person meetings to clarify edits. If the project is not approved within 30 days of the first draft submission due to client delays in providing feedback, assets, approvals, content, direction, and so forth, we reserve the right to discuss and submit a change order to accommodate unforeseen expenses due to the unplanned extension of the project.



4. Confidential Information

Each party agrees not to use confidential information of the other party except in performance of this Agreement and not to disclose such information to third parties. With respect to both parties hereto, for the purposes hereof, confidential information shall not include any information that: (i) is now or becomes in the public domain through no breach by receiving party of this Agreement of law; (ii) is in the possession of the receiving party as of the date of execution hereof; (iii) is independently learned by the receiving party from a third party without breach of an obligation of confidentiality; (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party after providing prompt notice to the other party so it can seek a protective order or other limitations on the scope of the disclosure; or (v) is disclosed by the receiving party more than 5 years after the party's receipt of such information.

5. No Joint Venture

JL Video will be responsible for providing its own equipment, tools, instruments, materials, manpower, software, and supervision in the performances of the services provided pursuant of this Agreement. Client agrees to cooperate with JL Video as reasonably required in the rendition of services by JL Video. No joint venture, partnership, or other business relationship shall be deemed to exist by virtue of the parties' execution of this Agreement. The parties acknowledge that the relationship between JL Video and Client is that of an independent contractor and not that of an employee or agent. JL Video and Client intend and agree that neither party shall have the authority to make any agreement or commitment, or incur any liability on behalf of at the other party, nor shall either party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other, except as specifically authorized in this Agreement or as the parties may hereafter agree in writing. All persons furnished, used, retained, or hired by or on behalf of JL Video shall be solely the employees or agents of JL Video.

6. Entire Agreement

This agreement constitutes the entire agreement of the parties and may not be amended or modified except in writing signed by both parties. All prior understandings and agreements between the parties are merged in this Agreement, which alone fully expresses their understanding.

7. Indemnification

Each party will indemnify the other party and its owners, officers, directors, agents, contractors, and employees harmless from and against any and all third-party claims, damages, causes of action, losses and expenses arising out of this Agreement.



8. Waiver of Jury Trial

THE PARTIES TO THIS AGREEMENT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE THE PROVISIONS OF THIS AGREEMENT OR TO RECOVER DAMAGES FOR ANY ALLEGED BREACH OF THIS AGREEMENT.

9. Prevailing Party

In the event of litigation between the parties arising out of or relating to this agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, collections, and appeals.

10. Severability

The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of this Agreement.

11. Additional Fees

Additional fees of \$200/hour/person can be, but aren't limited to: changes made to the script after 3 drafts, additional voice over recording or revised voice over recording if Client changes their mind at negotiated rate per recording, additional editing past the 2 revision cycles per video, shooting footage in addition to the production date if Client changes its mind after production and needs more production, any talent needed for the shoot if not already included in the proposal, makeup needed for talent and cast if not included, props needed for the shoot if not included, location fees if not included, reformatting videos besides 16:9 into 1:1 or 9:16, or any other service not selected in the "Additional Services" section. Client may change deliverables amount by consolidating smaller videos for larger once before incurring a \$500 change fee.

12. Ownership Rights

Unless modified in writing by the parties, all video and audio produced, created, recorded, processed, mixed, completed, or delivered shall remain the property of Client and JL Video grants Client a **perpetual** nonexclusive license to use said completed video on any platform, website, or other output Client desires. Client gives JL Video permission to post behind the scenes pictures and videos of the project. JL Video may post at their discretion without Client's approval of posting.



13. Footage Storage

JL Video agrees to keep Client's completed deliverables for no longer than 60 days from the completion of the project, which constitutes when Client pays for the footage and download links have been sent. JL Video is not responsible for storing Client's footage beyond 60 days. JL Video will not be responsible for re-shooting, damages, or any other costs as a result of Client's oversight to download the completed footage. If Client requests the completed deliverables after the 60 day period, Client will pay JL Video an admin fee of \$600 plus the cost of a hard drive and shipping. JL Video can also send the deliverables via an online download link. JL Video will not do work until paid first. Client may purchase the raw footage for \$1,000. The footage will be placed on a hard drive and shipped to Client. Client provides the hard drive.

14. Abandonment

If Client fails to respond to JL Video's communication attempts within 90 days of the last communication effort via email, the project is abandoned and therefore complete. All work will be forfeited. If Client owes any outstanding balance, that balance must be paid within 5 business days of the last communication attempt. If Client has give JL Video their credit card or ACH information, Client gives JL Video permission to run that card. If any work is to be done after that point, there will all new fees to start the project. A new invoice and agreement will be needed to start future work.

15. Artistic Style

Client acknowledges that it is familiar with JL Video's portfolio and is requesting services with the knowledge of JL Video's style; that JL Video's work is constantly evolving; that JL Video's services are of unique and artistic nature; that the videos may be different from videos produced by JL Video in the past; and that in creating the videos, JL Video shall use their personal and professional judgment to create videos consistent with their vision, which may be different from the Client's. Accordingly, Client acknowledges that the videos shall not be subject to rejection on the basis of taste or esthetic criteria.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated.

Video Production Services: \$16,000.00


2025-09-18 18:07:59 (ADT)

Jordan Lung, CEO
JL Video


2025-09-18 18:02:50 (ADT)

William Poe, City Manager
City of Zephyrhills

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above JL Video	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3030 Starkey Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Trinity, FL 34655	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	6		0	8	0	3	0	2	4

Part II Certification

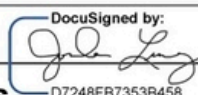
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ►

DocuSigned by:

D7248FB7353B458...

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)