



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, October 13, 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 — Assistant City Clerk Eileen Mercado

Invocation — Pastor Steve Ezra, First Methodist Church of Zephyrhills

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Swearing in of Officer Gabriella Slater
- 2 Tania Gorman, Executive Director of the Pasco MPO - Merger update

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - September 22, 2025
 1. M09.22.2025 - Final DRAFT
- 1.2 Approval of Task Order No. 11 Jacobs Engineering Construction Phase Services RPR - Box Hangers **[37-23-03]**

1. CWA11-ZPH-Tenant_Hangars_Construction Services-092925
- 1.3 Approval of Water Meter Replacement Work Order from HST Utilities [41-25-27]
 1. Zephyrhills Work Order# 09042025RH
- 1.4 Approval of Airport Lease Agreement **29-25-01**- Hawk Aviation Academy
 1. Hawk Aviation Academy Aeronautical Ground Lease FINAL 10-13-25(38342229.2)
- 1.5 Approval to purchase backflow preventors from Ferguson
 1. B585371
- 1.6 Approval to purchase a 6" Stormwater Pump and hose.
 1. Atlas Copco Pump Quote PAC F66 KD-S 9-29-25
 2. City of ZHills Quote for Hoses for Atlas Copco Pump 9-29-25
- 1.7 Approval of Piggyback Agreement **41-25-30** with AEL/Pinellas County Lab Services Contract
 1. Agreement to Piggyback with Advanced Environmental Laboratories_In(38345665.1)
 2. 24-0687-RFP_AEL.Contract.FE(38345555.1)
 3. Laboratory_Testing_And_Field_Sampling_Services-_Water,_Solids,_And_Chemicals_(Addendum_#1_Revision)
 4. Addendum_No._1_RFP_24-0687_Laboratory_and_Field_Sampling_Services.FE
- 1.8 Approval of Statement of Work **CA25-01** for Clifton Larson Allen for Assertion Based Examination Services
 1. City - SOW - Examination Services
- 1.9 Approval of Agreement **37-25-13** with Clifton Larson Allen for Audit Services
 1. City - SOW - Audit Services
- 1.10 Approval of the FDLE Drone Financial Assistance Grant Agreement **24-25-07**
 1. FDLE Drone Grant Agreement
 2. AXON Purchase Agreement (Sourcewell Contract #101223-AXN)

2. PUBLIC HEARING

- 2.1 Advent Health Rezoning

Second 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. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1508-25 on the Second Reading
 1. Ordinance 1508-25 AdventHealth Rezoning (38257060v1)
 2. Advent Health Zephyrhills Deed Restriction 100125(38350349.1)

3. BUSINESS ITEMS

- 3.1 Selection of Kenko Signs and Awning LLC for Solicitation 2025-012 Zephyrhills City Parks Signage
 1. Recommendation_
 2. 01 - Selected Vendor Totals - Summary
- 3.2 Purchase of 6109 16th Street - Stormwater Improvements
 1. As Is Residential Contract for Sale and Purchase - Seller Executed(3(38345428.1)
 2. Smith_Jones - SellersDisclosure - Seller SIGNED -6109 16thSt(3833605(38345429.1)
 3. Smith_Jones - Flood Disclosure - 6109 16thSt(38336054.1)(38345430.1)
 4. 6109 16th ST Aerial
 5. 6109 16th Street
 6. APPRAISAL REPORT - 6109 16th Street, Zephyrhills
- 3.3 Reclaimed Water, Sewer and Potable Water Rates

First Reading: ORDINANCE NO. 1509-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 51.23 OF THE CITY CODE OF ORDINANCES, REPEALING AND REPLACING THE SCHEDULE OF RATES AND CHARGES FOR THE USE OF OR AVAILABILITY FOR THE USE OF POTABLE WATER, WASTEWATER (SEWER), AND RECLAIMED WATER EFFECTIVE ON OR AFTER NOVEMBER 1, 2025; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

A. City Council considers Ordinance No. 1509-25 on the First Reading

 1. 1509-25 Water Rate Ordinance
 2. 2023 Water and Sewer Rate Study Raftelis (2)

4. CITY MANAGER'S REPORT

- 4.1 City Council Meeting Dates - Holiday Schedule 2025
- 4.2 Discussion to schedule a workshop - water use and visioning

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

- 5.1 Jones Edmunds Task Assignment JE 25-09 - Future Water Feasibility Assessment
 1. JE 25-09 Future Water Feasibility Study 9-25
- 5.2 FDOT Grant South Avenue Extension - Additional Contract Time
 1. City of Zephyrhills FDOT South Ave. Extension Request
 2. 450716 1 TE2 CZH signed
- 5.3 September 2025 Quarterly Investment Report
 1. September 2025 Quarterly Investment Report

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

MAYOR 2

Tania Gorman, Executive Director of the Pasco MPO - Merger update

Issue:

Background:

Tania Gorman, Exec Director of Pasco MPO will update Council on the pending merger between the Pinellas, Hillsborough, and Pasco MPO's and how it would affect the Pasco MPO.

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - September 22, 2025

Issue:

A regular City Council Meeting was held on September 22, 2025

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. M09.22.2025 - Final DRAFT

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on September 22, 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 6:04 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, Utilities Director John Bostic III, 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, Code Enforcement Officer Stephen Page, Community Planner Will McCaw and City Clerk Ricardo Quiñones.

The Invocation was led by Mayor Melonie Bahr Monson.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

City Manager William Poe corrected the record. At the September 8, 2025 Regular City Council Meeting, Mr. Poe said State Senator Danny Burgess introduced Senate Bill 180 which was incorrect. Mr. Poe said that it was State Senator Digsby that introduced Senate Bill 180 and Mr. Poe has already reached out to Senator Burgess to apologize for the error.

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - September 08, 2025
- 1.2 Requesting Approval of Proposal from Vortex for Gravity Sewer Lining [41-25-26]
- 1.3 Approval of Outside Utility Service Agreement 45-25-21 for MARIA MAGDALENA TELLE CRUZ & ET AL
- 1.4 Approval of Amendment #1 to the Innovative Technologies Grant 24-25-02 From the FDEP
- 1.5 Approval of CSX Supplemental Agreement to 41-21-39 Original Agreement CSX939003
- 1.6 Approval of Wages and Article Review 41-24-25 for Officers (2025-2027) Amendment to Articles 23, 28, 29, and 31.
- 1.7 Approval of Task Order No. 6 Jacobs Construction Services DBE [37-23-03]
- 1.8 Approval of Task Order No. 10 Jacobs Construction Services RPR - Airport Pavement Rehab [37-23-03]
- 1.9 Approval of Task Order RF25-01 - Raftelis Financial Stormwater Fee Implementation Project [41-25-28]

Steven Spina motioned to Approve Consent Items as presented. Seconded by Kenneth Burgess. Motion Passed, 5-0.

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."**

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

Council President opened a public hearing.

Finance Director Ted Beason explained that the rollback rate was 6.05 mills, and the City was maintaining the current rate of 6.25 mills, which constitutes a 2.71% increase under Florida Statute 200.065.

Council President closed the public hearing.

Kenneth Burgess motioned to Approve Ordinance No. 1506-25 on the Second Reading. Seconded by Lance Smith. Motion Passed, 5-0 at 6:09 PM.

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."**

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

Council President opened a public hearing.

Finance Director Beason presented the proposed FY 2025–2026 budget totaling \$135.9 million, with \$70 million allocated to capital projects including the City Yard Complex and Zephyr Park redesign.

Councilwoman Jodi Wilkeson commented on the long-term impact of these investments.

Council President closed the public hearing.

Jodi Wilkeson motioned to Approve Ordinance No. 1507-25 on the Second Reading. Seconded by Lance Smith. Motion Passed, 5-0 at 6:10 PM.

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. "**

City Attorney Matthew Maggard read Ordinance No. 1508-25 by title.

Community Planner Will McCaw presented the rezoning request for approximately 22.72 acres adjacent to Advent Health Hospital. The zoning change from R-4 and PUD to C-3 would allow future hospital expansion and improved parking.

The applicant agreed to voluntary deed restrictions prohibiting certain uses such as hotels, auto repair, pawn shops, and bars.

Public Works Director Shane LeBlanc confirmed coordination with hospital staff to install ADA-compliant flashing pedestrian crossings.

Steven Spina motioned to Approve Ordinance No. 1508-25 on the First Reading. Seconded by Kenneth Burgess. Motion Passed, 5-0.

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

City Manager Poe presented the work order for trail design along Wire Road. The City intends to partner with Pasco County for construction.

Council discussed the importance of pedestrian safety and potential funding sources.

Steven Spina motioned to Approve BGE Work Order 103-25. Seconded by Lance Smith. Motion Passed, 5-0.

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

City Manager Poe presented the work order for trail design along Fort King Road. The project aims to connect neighborhoods to the city's trail network.

Lance Smith motioned to Approve BGE Work Order 104-25. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

4. FINANCE DIRECTOR'S REPORT

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

Finance Director Ted Beason reported that the auditor selection committee recommended Clifton Larson & Allen, LLP.. This item is just to award the bid. If approved, a contract will be presented later.

Kenneth Burgess motioned to Approve the award of bid to Clifton Larson & Allen, LLP. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

5. UTILITIES DIRECTOR'S REPORT

5.1 Approval to purchase water meters from Ferguson

Utilities Director John Bostic III requested approval to purchase 3,500 water meters before October 1 to avoid tariff and price increases. The purchase would save the City approximately \$91,612.50.

Jodi Wilkeson motioned to approve the water meter Purchase. Seconded by Steven Spina. Motion Passed, 5-0.

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).

Historic Preservation/Community Planner Will McCaw presented the grant request for roof replacement on a contributing structure in the Historic District.

Steven Spina motioned to approve the Residential Historic Facade Grant. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

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.

City Manager Wiliam Poe presented the Special Event application, with discussion following.

Steven Spina motioned to Approve Alcohol use for Special Event Sabor Latino. Seconded by Kenneth Burgess. Motion Passed, 5-0.

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.

City Manager Wiliam Poe presented the Special Event application, with discussion following regarding the date change. Council asked if a calendar could be made public to show special events.

Jodi Wilkeson motioned to Approve alcohol use for special event Paulie Palooza. Seconded by Lance Smith. Motion Passed, 5-0.

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.

City Manager Wiliam Poe presented the Special Event application, with discussion following.

Steven Spina motioned to Approve Alcohol use for the Boots in the Hills Special Event. Seconded by Lance Smith. Motion Passed, 5-0.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager Wiliam Poe announcements included;

- Reminder of the Access East Pasco event on Sept. 23rd from 8am to 12pm.
- Upcoming Jones Edmunds Task Order to look at other water options for the City which could include connecting to County lines or drilling new wells. This is be a 120 day process
- CDBG-DR residential applications will be opening up, allowing residents to apply for home repair funds.
- City to purchase book titled "Dog Town" for 3rd graders at West Zephyrhills, Woodland, Chester Taylor. Jodi Wilkeson said Rotary Club has literacy funds and may want to partner.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Smith - Expressed concern over FEMA delays and praised trail development.

Wilkeson - Celebrated progress on trail connectivity and thanked Staff..

Spina - Recognized Chief Brewer and ZPD for national community satisfaction award.

Burgess - Thanked the City Manager for issuing a correction regarding the sponsor of Senate Bill 180, noting that he had spoken with Senator Burgess, who clarified he was not the bill's sponsor. Burgess also acknowledged Zephyrhills High School's homecoming week and the significance of the "Nine Mile War" rivalry game against Pasco High School. He commended the current football team's performance and highlighted the achievements of former Zephyrhills players DJ Pickett (LSU), Jacoby A. Campbell (New Mexico State), and another Pickett with ties to Zephyrhills now playing for the University of Miami.

Proctor - No comments, but allowed a late arrival to make additional citizen comments.

*****ADDITIONAL CITIZENS COMMENTS *****

Jennifer Connan representing The Great Catch, expressed concern over code enforcement requiring removal of marketing banners. She asked if the restaurant keeps the banners in good quality, can they be allowed to keep them up? City Manager Poe agreed to follow up on the matter.

8. NOTED ITEMS

- 8.1 Approval of Agreement 41-25-29 with JL Video

ADJOURN 7:17 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of Task Order No. 11 Jacobs Engineering Construction Phase Services RPR - Box Hangers [37-23-03]

Issue:

Background:

Zephyrhills Airport Tenant Hangars (20 & 21) has been awarded to a General Contractor for construction at Zephyrhills Airport by the City of Zephyrhills (City). Jacobs is providing this proposal to the City for Construction Phase Services (CPS) to be completed concurrent with construction, and in conjunction with Jacobs' subconsultants, MDG, Inc., and Tierra South Florida, Inc. FDOT grant agreement, FM# 441915-2-94-01. State Appropriation and Airport funded.

Attachment(s):

1. CWA11-ZPH-Tenant_Hangars_Construction Services-092925

Fiscal Impact:

Budgeted in FY 2025/2026

Staff Recommendation:

Staff recommends City Councils consideration for approval of Consultant Work Assignment No.11 Jacobs Engineering Group, Inc.

CONSULTANT WORK ASSIGNMENT

September 29, 2025

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

Subject: **CONSULTANT WORK ASSIGNMENT No. 11**
Tenant Hangars – 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 the development of new tenant hangars, as shown in Figure No. 1 of Exhibit A, Scope of Work.

Payment: CONSULTANT shall be paid for this service in the amount of \$204,164, as described in Exhibit B, Fee Summary.

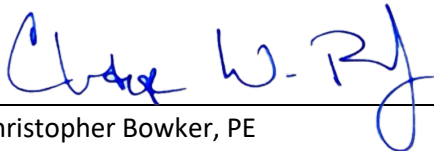
Schedule: The schedule is included in Exhibit A.

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



Proposal: Construction Phase Services

Zephyrhills Airport Tenant Hangars (20 & 21)
City of Zephyrhills

September 23, 2025



Proposal: Construction Phase Services

Client name: City of Zephyrhills
Document no: 1
Revision: 0
Revision date: September 23, 2025
Project/Proposal no: BP0
Project manager: Joe Sawmiller, PE, PM
Prepared by: Maureen Kussler, RA
Approved by: Joe Sawmiller, PE, PM
File name: ZPH_TenantHangars-CPS_Proposal.R0.1_20250922

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Attachments

- A. Scope and Fee Details for MDG, Inc.
- B. Scope and Fee Details for Tierra South Florida, Inc.

1. Project Understanding

Zephyrhills Airport Tenant Hangars (20 & 21) has been awarded to a General Contractor for construction at Zephyrhills Airport by the City of Zephyrhills (City). Jacobs is providing this proposal to the City for Construction Phase Services (CPS) to be completed concurrent with construction, and in conjunction with Jacobs' subconsultants, MDG, Inc., and Tierra South Florida, Inc.

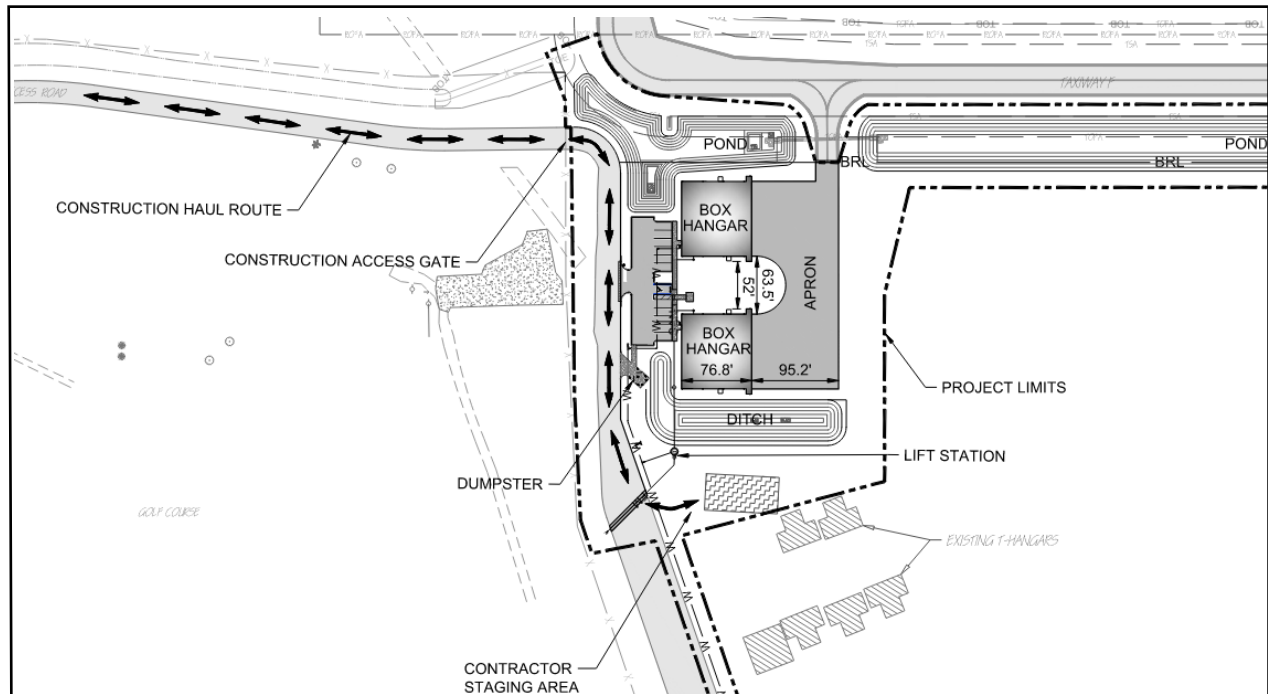


Figure 1 - Project Layout

2. Exhibit A - Scope of Work

2.1 Project Description

The Zephyrhills Airport Tenant Hangars (20 & 21) project work-to-date has comprised professional design services for two, approximately 6,000 square foot hangars intended for tenant leasing by ZPH, with Hangar 21 constituting an additive alternate to the base bid of Hangar 20 and all related sitework for two hangars. Upon completion of the permitting process, and with written notice to proceed (NTP), Jacobs will commence professional Construction Phase Services (CPS) as detailed herein.

The Site-Civil portion of work will be completed by subconsultant **MDG, Inc.** Details of their work scope are included in **Attachment A**.

The QA/materials testing services will be performed by **Tierra South Florida, Inc.** Details of their work scope are included in **Attachment B**.

Tasks to accomplish this Scope of Work are described in the following section.

2.2 CPS Tasks and Deliverables

Tasks

1. Permitting Assistance: Provide conformed documents, signed and sealed for permitting, and respond to Requests for Information (RFIs) during the permitting process. Issue of one addendum (if necessary) is included in this scope.
2. Attend Pre-Construction Conference with selected GC and Owner; attended by Project Manager, Project Architect, and Civil Engineer (with other team members as required), by teleconference. Agenda and minutes by GC.
3. Review and respond RFIs from the Contractor for the limited purpose of clarifying information given and design concept expressed in the contract documents. Review and response will be conducted within ten business days of receipt. For the purposes of fee estimation, 3 hours is allocated per review/response, and it is estimated that 20 RFIs will be received. Review/response of additional RFIs will be considered additional services for which an additional task order may be proposed.
4. Review and respond to Shop Drawings and Submittals for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents. Review and response will be conducted within ten business days of receipt. For the purposes of fee estimation, 3 hours is allocated per review (or re-review)/response, and it is estimated that 40 submittals will be received. Review/response of additional submittals will be considered additional services for which an additional task order may be proposed.

5. Attend bi-weekly progress meetings via teleconference; attended by Project Manager or Project Architect, or his or her designee. Other design team members may attend via teleconference as needed. Agenda and minutes by GC.
6. Review and respond to substitution requests and contingency adjustments (CAR) as necessary, for conformance with design intent, reasonableness, and owner's project goals. Review of 2 requests, at 4 hours each, is included in fee estimate.
7. Monthly site visits (7) to review construction progress and provide written summary of findings; attended/report by Project Manager, Project Architect, and/or other design professional as required based on phase and progress of construction. Assume minimum 7 hours per site visit including travel time. Additional site visits on request will be considered additional services for which an additional task order may be proposed.
8. Perform substantial completion inspection on-site and prepare punch list of items required to be completed prior to final acceptance, along with notice of substantial completion; attended by up to six members of design team. Assume 8 hours each.
9. Final completion inspection and prepare punch list as required of items not accepted as complete, review with owner and develop plan as necessary for adjudication of incomplete items; attended by up to four members of design team. Assume 8 hours each plus report.
10. Project close out assistance, review Contractor-provided manuals, quality assurance test results, and other documentation.
11. Prepare Record Drawings based on GC's redline "as-built" drawings produced during construction.

Deliverables

- RFI responses
- Submittal responses
- Substitution and CAR documentation
- Site visit summary reports
- Substantial completion punch list
- Final punch list, action plan as required
- Record drawings

2.3 Schedule

This Scope of Work described above will be completed concurrent with the GC's construction schedule, which is estimated at 7 months.

2.4 Assumptions/Exclusions

1. ZPH will provide access to the site during normal business hours and will provide an escort as required during site visits.

2. Permit and other fees are excluded from this scope of work and are the responsibility of the Owner or GC as contracted.
3. Management, coordination, and documentation pertaining to third party sustainability rating systems are excluded.
4. Commissioning services and oversight of commissioning are not included in this Scope.
5. Sampling and testing of materials are excluded.
6. Evaluations by specialty engineers is not included in this Scope and will be considered additional services, subject to negotiation on a case-by-case basis under a separate task authorization.
7. It is assumed there are no existing material or environmental hazards present at the site, therefore environmental and hazardous materials assessment and remediation services are excluded. Jacobs shall at no time take title, risk of loss or ownership of hazardous materials or wastes encountered during the performance of this project and assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
8. Jacobs will not be responsible for the accuracy or completeness of Contractor developed documents, nor for means, methods, and safety protocols during construction.
9. Preparing Record Drawings - Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the Record Drawings.
10. Any other services not specifically included in this Scope of Work may be negotiated as additional services on a case-by-case basis.
11. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to Client and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

The presence of Jacobs' personnel at a construction site is for the purpose of providing to Client a greater degree of confidence that the completed construction work will conform

generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

3. Exhibit B - Fee Proposal

The proposed fee is based on the SOW above and attached.

Jacobs Engineering Group, Inc.	\$75,864
MDG Engineering, Inc.	\$93,700
Tierra South Florida, Inc.	\$34,600
<i>TOTAL FEE</i>	<i>\$204,164</i>

EXHIBIT B - Work Assignment #2

City of Zephyrhills

COST BREAKDOWN

NAME OF FIRM														
Jacobs Engineering Group, Inc.														
PROJECT NUMBER(S) AND DESCRIPTION														
Professional Services: Tenant Hangars (20 & 21) Construction Phase Services at Zephyrhills Municipal Airport														
I. DIRECT COSTS	CPS Tasks													
	1	2	3	4	5	6	7	8	9	10	11	Total Hours	Rate / Hour	Total
Work Classification	Permitting Assistance	Pre-Construction Meeting (PM, AOR, EORx1)	RFIs (20)	Shop Drawings/Submittals (40)	Bi-weekly construction progress meetings (14)	Change Requests (2)	Monthly site visits, summary field report (7)	Substantial Completion (Insp & Punch list; AOR, EORx4, PM)	Final Completion (Inspection & Punch list; AOR, EORx2, PM)	Project Close-Out Assistance	Record Drawings			
1 Project Director / Principal	2	2	0	0	2	0	10	0	0	0	0	16	\$ 295.01	\$ 4,720.16
2 Senior Architect (QAQC/Specs Manager)	0	0	2	4	0	0	0	0	0	4	4	14	\$ 221.03	\$ 3,094.42
3 Senior Architect (Project Manager)	2	2	4	8	6	4	18	8	8	8	4	72	\$ 221.03	\$ 15,914.16
4 Architect (Project Architect)	2	2	20	24	8	4	24	8	8	2	2	104	\$ 124.00	\$ 12,896.00
5 Architect (Interior Designer)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 124.00	\$ -
6 Engineer (Arch/ID Design/Revit)	0	0	0	0	0	0	0	0	0	0	4	4	\$ 79.08	\$ 316.32
7 Structural Engineer	2	0	12	20	2	1	8	8	0	1	2	56	\$ 173.93	\$ 9,740.08
8 Engineer (Struc Design/Revit)	0	0	0	0	0	0	0	0	0	0	2	2	\$ 100.20	\$ 200.40
9 Mechanical Engineer	1	0	4	8	2	0	0	0	0	1	2	18	\$ 114.85	\$ 2,067.30
10 Project Engineer (Mech Design/Revit)	1	0	0	0	0	0	0	0	0	0	2	3	\$ 100.20	\$ 300.60
11 Fire Protection Engineer	1	0	4	8	2	0	0	8	0	1	2	26	\$ 199.63	\$ 5,190.38
12 Project Engineer (Fire Prot Design/Revit)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 100.20	\$ -
13 Mechanical Engineer (Plumbing Engineer)	1	0	12	20	2	0	0	8	8	1	2	54	\$ 114.85	\$ 6,201.90
14 Project Engineer (Plumbing Design/Revit)	1	0	0	0	0	0	0	0	0	0	2	3	\$ 100.20	\$ 300.60
15 Senior Electrical Engineer	2	0	12	20	2	0	0	8	8	1	2	55	\$ 148.42	\$ 8,163.10
16 Project Engineer (Electrical Design/Revit)	0	0	0	0	0	0	0	0	0	0	2	2	\$ 100.20	\$ 200.40
17 Senior Engineer (Telecom Engineer)	0	0	0	0	0	0	0	0	0	0		0	\$ 217.50	\$ -
18 Project Engineer (Telecom Design/Revit)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 100.20	\$ -
19 Senior CADD Tech (BIM Manager)	2	0	0	0	0	0	0	0	0	0	4	6	\$ 133.61	\$ 801.66
20 Admin Support	1	0	0	0	2	1	0	2	2	2	1	11	\$ 64.84	\$ 713.24
21 Senior Engineer (HSE Manager)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 217.50	\$ -
22 Admin. Assistant (Project Accounting)	0	0	0	0	0	0	0	0	0	8	0	8	\$ 64.84	\$ 518.72
23 Admin. Assistant (Project Controls)	0	0	0	0	0	0	0	0	0	8	0	8	\$ 64.84	\$ 518.72
24 Admin. Assistant (Procurement)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 64.84	\$ -
25 Senior Project Manager (Legal/Contract Review)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 263.48	\$ -
26 Architect (Sustainability Coordinator)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 124.00	\$ -
27 Senior Architect (Landscape Architect)	0	0	4	8	2	0	0	0	0	1	2	17	\$ 221.03	\$ 3,757.51
28 Architect (Landscape/Revit)	0	0	0	0	0	0	0	0	0	0	2	2	\$ 124.00	\$ 248.00
29 Senior Civil Engineer	0	0	0	0	0	0	0	0	0	0	0	0	\$ 217.50	\$ -
30 Civil Engineer	0	0	0	0	0	0	0	0	0	0	0	0	\$ 157.23	\$ -
31 Civil Support (Revit/Civil 3D)	0	0	0	0	0	0	0	0	0	0	0	0	\$ 133.61	\$ -
Total Labor Hours	18	6	74	120	30	10	60	50	34	38	41	481		
TOTAL OF SECTION I													\$	75,863.67
II. IN-HOUSE REPRODUCTION COSTS													\$	-
III. MATERIALS AND SUPPLIES (Not included in G&A Costs)													\$	-
IV. INDIRECT COSTS (Furnish details)													\$	-
V. TOTAL OF CPS LABOR TASKS													\$	75,863.67
VI. REIMBURSABLE ITEMS														
1. Subconsultant: TBD (Surveying)													\$	-
2. Subconsultant: Tierra South Florida, Inc. (QA/Materials Testing)													\$	34,600.00
3. Subconsultant: Mohsen Design Group (MDG), Inc. (Site Civil)													\$	93,700.00
4. Travel /Expenses														
TOTAL OF SECTION VI													\$	128,300.00
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)													\$	204,163.67
REMARKS (Identify by Section and Item Number, if applicable, if additional space is required, use separate blank sheet of paper.)														
Labor rates are effective April 21, 2023.														
Labor hours are estimated, not to be construed as maximum or minimum for any given labor category.														
The proposed total represents a not to exceed amount.														

ATTACHMENT A
Scope and Fee Details for MDG, Inc.

**EXHIBIT A – SCOPE OF WORK
AMENDMENT #1 – ZPH BOX HANGARS
CONSTRUCTION ADMINISTRATION SERVICES**

Project Description:

The City of Zephyrhills (Owner) intends to construct box hangars adjacent to Taxiway F at Zephyrhills Municipal Airport (ZPH). Mohsen Design Group Incorporated (MDG) will provide Construction Administration Services, as a subconsultant to Jacobs Product Management, Co (Jacobs), for the proposed construction of the two (2) box hangars, associated aprons, taxilanes, vehicle parking, and a driveway at ZPH. The Project duration will be 210 consecutive calendar days, which includes 30 days for mobilization.

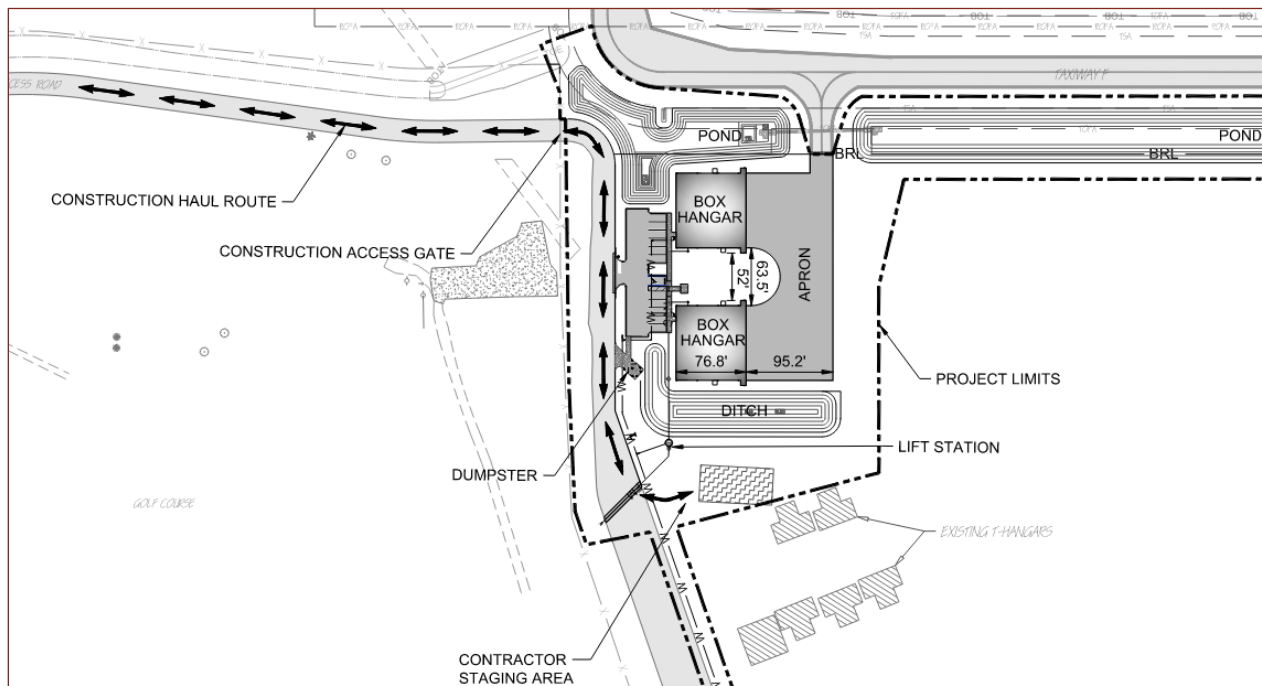


Figure 1: Project Layout

Summary of tasks for Amendment 1 are indicated below:

Construction Administration Services – MDG will provide construction administration services to include the following:

- a. Attend weekly construction meetings.
- b. Review RFIs and shop drawings.
- c. Review construction schedule.
- d. Review test results.
- e. Perform periodic site visits.
- f. Coordinate with the Owner, Jacobs, Tierra South, and the Contractor.
- g. Prepare Record Drawings.

Site Visits - MDG will perform periodic site visits during the 30-week construction period. MDG anticipates one (1) site visit per week during the first half of the construction period, and one (1) site visit every two weeks thereafter. MDG also anticipates one (1) site visit at substantial completion and one (1) site visit at final completion of the project. The activities covered under this will include:

- a. Site visits during construction (total of 23 site visits).
- b. Substantial completion site visit (1 site visit).
- c. Final completion site visit (1 site visit).

EXHIBIT B

MDG FEE SUMMARY - Box Hangars Development- Amendment 1 -Construction Services

TASK	Totals
------	--------

Construction Phase Services (Lump Sum):

Construction Administration :	\$41,222.00
Site Visits Hours :	\$52,478.00
Total Construction Phase Services (Lump Sum) :	\$93,700.00

MDG FEES - Box Hangars Development	Project Manager	Senior Engineer	Engineer	Planner/ Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Construction Phase Services (Lump Sum):

1 Construction Administration :

- A. Weekly Construction Meetings - 30 Weeks (Teams)
- B. RFI and Shop Drawing Reviews
- C. Construction Schedule Review
- D. Review Test Results
- E. General Coordination
- F. Prepare Record Drawings
- Sub Total CA Hours
- Sub Total Airspace Fee

10	30	30				70
	24	16			6	46
	2					2
	16					16
24	24					48
	2	2	16		2	22
34	98	48	16		8	204
\$9,146.00	\$20,580.00	\$8,592.00	\$2,096.00		\$808.00	\$41,222.00

2 Site Visits Hours :

- A. Periodic Site Visits During Construction - 23 Site Visits
- B. Substantial Completion - 1 Site Visit
- C. Final Completion - 1 Site Visit
- Sub Total RPR Services Hours
- Sub Total RPR Services Fee

46		184				230
8		8				16
8		8				16
62		200				262
\$16,678.00		\$35,800.00				\$52,478.00

Total Construction Phase Services (Lump Sum) : \$93,700.00

ATTACHMENT B
Scope and Fee Details for Tierra South Florida, Inc.



September 2, 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 – Tenant Hangars Project
Zephyrhills, FL 33542
TSFGEO Proposal No. 2504-209_Add 03

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 construction of one new pre-engineered metal aircraft storage hangar with associated site work and apron pavement improvements. The project also includes an additive alternate for construction of a second hangar of similar size. Work will involve subgrade preparation, placement of limerock base, asphalt paving, reinforced concrete foundations and slabs, erection of the PEMB structure including roofing system and hangar doors, and related utility and drainage improvements. TSFGEO's services will include construction materials testing and QA support during earthwork, base, concrete, structural, and asphalt paving operations in accordance with FAA, FDOT, ASTM, and project specifications.

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

Tenant Hangars Project – Earthworks

- Observe and document subgrade proof rolling.
- Perform in-place nuclear density testing on embankment fill and compacted subgrade (P-152).

- Perform in-place density testing of limerock base (P-211), including measurement of thickness at test locations.
- Collect representative samples of soils/base for laboratory classification and compaction testing (Standard/Modified Proctors, LBR, Atterberg Limits, Gradations).

Concrete, Grout and Mortar

- Perform field sampling and testing of plastic concrete (slump, temperature, air content, unit weight).
- Mold and cure compressive strength test cylinders for laboratory testing at required intervals (ASTM C39).
- Sample grout and mortar for strength verification, including fabrication and testing of prisms/cubes.

Asphalt Paving (P-401/P-403)

- Provide QA field technician for asphalt paving operations, including observation of plant production and laydown/compaction activities.
- Collect split samples of asphalt from the plant for laboratory testing (gradation, asphalt content, and volumetrics as required by project specifications).
- Document plant and field operations in daily QA reports, including truck temperatures, lot quantities, compaction results, and any observed deviations from FAA/FDOT specifications.

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.

Structural Inspections – Optional/As-Required

- At this time, TSFGeo has not included detailed pricing for structural steel/PEMB erection inspections, as scope and frequency will depend on the selected hangar manufacturer and whether the additive alternate hangar is awarded. Should Jacobs or the City request these services, TSFGeo will be glad to provide a qualified inspector on a time-and-materials basis at the following rates:
 - **Senior Technician / Special Inspector** – \$95.00 per hour

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:

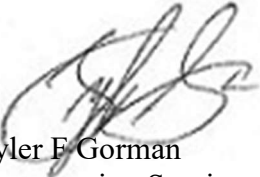
Construction Materials Testing:

1. Tenant Hangars Project

\$34,600.00

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



Dennis S. Mitchell, P.E.
Geotechnical Engineer

Attachments: Unit Rates and Fee Estimates
 General Notes Authorization
 General Terms and Conditions

Unit Rates and Fee Estimates

Zephyrhills Airport Hangars				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place Density Tests (min. 5 tests per trip)	400	\$ 35.00	test	\$ 14,000.00
Modified or Standard Proctor	5	\$ 150.00	test	\$ 750.00
LBR	3	\$ 600.00	test	\$ 1,800.00
Gradation	8	\$ 75.00	test	\$ 600.00
Organic Content	8	\$ 50.00	test	\$ 400.00
Subtotal				\$ 17,550.00
CONCRETE/GROUT/MORTAR:				
Engineering Technician (test plastic concrete/grout, stand-by)	20	\$ 65.00	hour	\$ 1,300.00
Compression Testing of Concrete Cylinders-(set of 4)	20	\$ 60.00	set	\$ 1,200.00
Compression Testing of Grout Prisms-(set of 4)		\$ 60.00	set	\$ -
Additional Cylinders/Prisms (each)		\$ 15.00	each	\$ -
Subtotal				\$ 2,500.00
ASPHALT				
Asphalt Paving Technician		\$ 600.00	day	\$ -
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 4,500.00
Professional and Technical Services*				
Principal Engineer	10	\$ 225.00	hour	\$ 2,250.00
Trip Charge	50	\$ 130.00	each	\$ 6,500.00
Project Engineer		\$ 115.00	hour	\$ -
Threshold Inspector Representative		\$ 95.00	hour	\$ -
Administrative Services	20	\$ 65.00	hour	\$ 1,300.00
Subtotal				\$ 10,050.00
Total Estimated Fees				\$ 34,600.00

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 #:

CONSENT ITEMS 1.3

Approval of Water Meter Replacement Work Order from HST Utilities [41-25-27]

Issue:

Request approval of Water Meter Replacement Work Order from HST Utilities

Background:

In 2016, the City replaced a good portion of the water meters when we went with Fathom. We replaced any meter older than 7 years old. The remaining meters will be replaced.

These remaining meters are at the end of their typical lifespan where they will begin slowing down due to the internal moving parts. The meters we will be using to replace them have no internal parts and should last a full 20 years.

Additionally, if the backflow preventors need to be replaced or installed, this will take care of this if necessary.

Attachment(s):

1. Zephyrhills Work Order# 09042025RH

Fiscal Impact:

The cost for HST services to replace the meters, backflow preventors, and/or hand valves that need to be replaced will be \$325,250.00 and is included in the FY26 budget.

Staff Recommendation:

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

9/4/2025
Work Order # 09042025RH



Pricing For Zephyrhills FL
NAME J. Bostic
Address

HST Utility Inc
PO Box 613
Owensboro, KY 42302

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
------	----------	-------------	-----	------------	----------------	-------

Replacement Water Meters & MTU's

	Water Meter Replacement				
	Mobilization - per deployment	1	\$2,500.00	\$2,500.00	
Installation	3/4 or 5/8	3500	\$58.50	\$204,750.00	
Installation	Replace or add Dual Check Valve inside the box	3500	\$16.50	\$57,750.00	
Installation	Replace Customer Shutoff Valve	3500	\$16.50	\$57,750.00	
Installation	Replumbing of Customer Shutoff Valve	100	\$50.00	\$5,000.00	
Grand Total All Meter Costs					\$325,250.00

- Notes
- 1 Prices assumes like for like exchange
 - 2 Prices assumes warehouse or storage provide by others
 - 3 Hst Utility prices is labor only parts included are gaskets and bolts only
 - 4 Prices assumes no splicing of wire (ie. Quick connect)
 - 5 Price assumes Hst Utility will provide WOMS and will return field data via excel, csv, text format
 - 6 Price assumes GPS collection is 1-5 meter accuracy is acceptable
 - 7 Price assumes dual check valve, customer shutoff valve and all parts needed will be provided by Customer
 - 9 Price assumes no lid drilling

Terms: Weekly Invoicing and payment net 20

CONSENT ITEMS 1.4

Approval of Airport Lease Agreement **29-25-01**- Hawk Aviation Academy

Issue:

Background:

Aeronautical ground lease between the City of Zephyrhills, a Florida Municipal Corporation and Hawk Aviation Academy. **Monthly ground rent.** 2.28 acres at .15 per square foot, **\$1,241.46 per month**, annual base rent of **\$14,897.52**, CPI every third year. Term of lease: fifty (50) years. Beginning in years 31–40 there will be a rate increase of 50% of Fair Market value of the land and building portion, and years 41–50. There will be a rate increase of 75% of Fair Market value of the land and building portion, with two ten (10) years each from and after the termination date, renewal options at full Fair Market value of the land and building portion. The city reserves the right of option to renew. Please see the attached lease for further reference.

Attachment(s):

1. Hawk Aviation Academy Aeronautical Ground Lease FINAL 10-13-25(38342229.2)

Fiscal Impact:

N/A

Staff Recommendation:

Staff and airport board recommend the City Council's consideration for approval of the aeronautical ground lease with Hawk Aviation Academy.

ZEPHYRHILLS MUNICIPAL AIRPORT



AERONAUTICAL GROUND LEASE AGREEMENT

between

CITY OF ZEPHYRHILLS, FLORIDA

And

TENANT

Executed as of

With an Effective Date of

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LIST OF EXHIBITS

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Exhibit A1	Parcel Sketch
Exhibit B	Airport Use Agreement Addendum
Exhibit C	Tenant Improvements
Exhibit D	Construction of Improvements

AERONAUTICAL GROUND LEASE**Zephyrhills Municipal Airport
City of Zephyrhills, Florida**

THIS LEASE AGREEMENT (hereinafter "Lease") made this ____ day of _____ 20 ____, by and between the Lessor, the City of Zephyrhills, a Florida Municipal Corporation with a mailing address of 5335 8th Street, Zephyrhills, Florida 33542-4312 (hereinafter "City"), and the Lessee, _____, a _____ corporation, having its principal place of business at _____ (hereinafter "Tenant").

WITNESSETH that:

WHEREAS, the City of Zephyrhills owns the Zephyrhills Municipal Airport in Zephyrhills, Florida (hereinafter "Airport");

WHEREAS, the City seeks to promote the economic development of the Airport and to permit qualified tenants to use the City's land for commercial and non-commercial, aeronautical enterprises;

WHEREAS, the City has agreed to lease premises to Tenant by action of the City Council on the (day) ____ of (Month) _____, 20____, when the Council President was authorized to execute this Lease under the terms hereof (the "Effective Date");

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and for other good and valuable consideration, the parties hereto agree as follows:

Article 1. Description of Leased Premises

The City hereby leases to the Tenant, together with a right of ingress and egress for vehicles or aircraft at the Airport, an area of land identified as 99,316.80 square feet (or 2.28 acres) (insert general description), Zephyrhills, Florida, as shown in Exhibit "A" attached and made a part of this Lease ("Leased Premises").

Article 2. Use**2.1 Tenant's Permitted Uses**

The Premises shall be used for any of the following uses:

Airframe and Power Plant Repair, Avionics, Instrument or Propeller Installation & Repair Service, Flight Training and School, Aircraft Rental, Aircraft Sales and Brokerage Charter Airline Operations, Specialized Commercial Flight Services, Aircraft Storage, Flying Clubs, Aircraft Painting and Detailing, Emergency Response, Air Ambulance, Corporate Office, Helicopter Operation or Aerial Tour Service, Aerotactic or Aviation Demonstration team base of operations. Lessee is required to acquire any and all FAA, DEP, EPA and other

Federal, State and Local approvals, certifications, or licenses required for each use implemented by Lessee.

The uses contained in this section of the Lease are for the use of the Leased Premises only. Any commercial use that utilizes the Airport will need to be approved and an Airport Use Fee Schedule will need to be negotiated and included in Airport Use Agreement Addendum for each as outlined in Exhibit "B".

The Premises shall be used for no other purpose or business (hereinafter referred to as "Unrelated Business") without the prior written consent of the City. Authorization for any other approved use shall be null and void if not exercised within thirty-six (36) months after being granted.

2.2 Non-Exclusive Use of Airport Facilities

Tenant shall be entitled, non-exclusively and in common with others so authorized, to the use of all facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by the City.

2.3 Minimum Operating Standards

Tenant will be required to comply with the Zephyrhills Municipal Airport Minimum Operating Standards as amended or other operating requirements promulgated by City, applicable to each of the Tenant's activities at the Airport.

2.4 "As-Is" Condition

Tenant accepts the Premises as conveyed to Tenant without warranty or representation by City and agrees that City shall not be liable for any latent or patent defect therein. Tenant accepts the Premises "as-is" in the condition, subject to all recorded matters, matters that would be revealed by inspection, and all Laws. Tenant warrants that it has fully informed itself as to all existing conditions and limitations affecting the construction of the Improvements and the suitability of the Premises for the operation and management of the uses permitted under this Agreement, and Tenant acknowledges that neither City nor any agent or representative of City has made, nor has Tenant relied on, any representation as to the condition of the Premises, the suitability of the Premises for construction of the Improvements or for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct, if any.

Article 3. Term of Lease; Effective, Expiration and Termination Dates

Unless otherwise terminated in accordance with the provisions of this Lease, the Term of this lease shall be for fifty (50) years, commencing on _____, 20____ (the Commencement Date) and expiring at midnight on _____, 20____ (the "Expiration Date"). In the event this Lease is terminated prior to the Expiration Date for any reason (hereinafter the "Termination Date"), it shall terminate at midnight on the day established as the Termination Date as set forth by either the City or Tenant in a written notice to the other party, in a manner consistent with the terms of this Lease for said termination.

3.1 Execution of Agreement

All terms agreed upon for this Lease will take effect after the Effective Date, and this Lease shall be executed by the Tenant prior to be considered by the City Council for approval. The designated individual within the City shall execute the Lease on behalf of the City within five (5) days of the Council's approval.

3.2 Reversion of Leased Premises and Vesting of Title to Improvements

Beginning at 12:01 a.m. on the day following the Expiration Date or the Termination Date, regardless of the reason(s) therefor, the Leased Premises shall revert to the City's exclusive control and title to all improvements on the Leased Premises shall automatically vest solely in the City. Nevertheless, in the City's sole discretion, it may notify Tenant of its refusal to accept title to any of the improvements, in which case Tenant shall be responsible, at its sole expense, to raze and remove from the Leased Premises all structures and improvements, signs, trade fixtures, furnishings, personal property, equipment, storage or underground tanks, and other materials that Tenant was permitted to install or maintain under this Lease to the satisfaction, in writing, of the Airport Manager. Said razing and removal process shall be completed by the Expiration Date or Termination Date; nevertheless, Tenant will continue to be responsible to pay rent and all other payments due under this Lease until such notice is received from the Airport Manager.

3.3 Option Period

So long as Tenant is not in default under this Lease, City shall have the option, exercisable upon at least sixty (60), but not more than three hundred sixty-five (365), days' notice to Lessor prior to the Termination Date, to extend the term of the Agreement for two (2) additional periods of Ten (10) years from and after the Termination Date upon the same terms and conditions, with the exception of established rental rate, as are contained in this Agreement.

Article 4. Rent

4.1 Fair Market Rent

The Initial Rent of the premises has been established through a Market Rent survey of aeronautical properties at comparable airports in the State of Florida. The City hereby advises Lessee that, as of the Effective Date, the market rent of the Premises for aviation use is \$0.____ per square foot.

4.2 Monthly Ground Rent

For the use and enjoyment of the Leased Premises as described herein, the Tenant shall, during the first year after the Effective Date, pay the City a Monthly Ground Rent of **\$0.15** per Square Feet of Leased Premises or **\$1,241.46** per month, for an annual base rent of **\$14,897.52**. All monthly rental payments shall be due, without notice or invoice, to the City in advance of the next month's tenancy on or before the first day of each month. Consistent with Article 3, the first Monthly Ground Rent payment, as well as all additional amounts owed under the same article, shall be due, without notice, within seven (7) days of the Effective Date of this Lease.

4.3 Adjustment of Rent for Subsequent Years

4.3.1 Beginning on _____, ____ 2028, (the third (3rd) year anniversary of the Effective Date of this Lease) and every three year anniversary thereafter, the Monthly Ground Rent

to the City will be adjusted in accordance with the Consumer Price Index - All Urban Consumers, All- Items, Southeast (base period 1982-84 = 100), hereinafter referred to as "CPI-U", for the past year.-

4.3.2 The Monthly Ground Rent beginning on _____, __ 2031, and for every three years anniversary thereafter shall be determined by multiplying the Monthly Ground Rent for the preceding three year period by a fraction, the numerator which shall be the CPI-U for the month prior to the applicable anniversary of the Commencement Date, and the denominator which shall be the CPI-U for the same month for the preceding year; provided however that if such fraction is one or less, the Monthly Ground Rent for the succeeding three period shall remain the same as the Monthly Ground Rent for the preceding three year period. Payment of the difference in the adjusted Monthly Ground Rent will be made promptly in arrears for any month already gone by since the adjusted Monthly Ground Rent cannot be calculated until the CPI-U needed for the numerator is published. Thereafter, the Monthly Ground Rent, as adjusted by the CPI-U for that period, will become due on the same monthly basis as described in Article 4.1.

4.3.3 For years 31-40, there will be a rental rate increase of 50% of the Fair Market Value ("FMV") of the building portion and land portion continues as noted above. In addition, through years 41-50, there will be a rental rate increase of 75% FMV of the building portion and land portion continues as noted above. Starting in year 31 and continuing until the termination or expiration of this Agreement, the land and building rental rate shall be adjusted pursuant to, and in accordance with, section 4.3.2 above. Starting in year 51 and every year beyond, rent will be assessed on the full FMV of the land and building.

4.4 Rent During Construction

During the first twelve (12) months commencing with the Effective Date of this Lease, an Inducement Rent shall be in effect in the amount of fifty (50%) percent of the applicable Monthly Ground Rent as per Article 4.2. This Inducement Rate terminates on the sooner of the issuance of a Certificate of Occupancy for the Improvements or one (1) year from the Effective Date.

4.5 Additional Rent

In the event under Article 11 the City approves any invitees, licensees, assignees or subtenants to use any portion of the Leased Premises and improvements thereon for any reason in exchange for consideration, Tenant shall pay the City additional rent in the amount of fifty percent (50%) of any consideration (including but not limited to cash or in-kind services or products to Tenant) received by Tenant that exceeds the amount Tenant owes to the City on a per square foot basis for the same area of the Leased Premises and improvements under Articles 4.1 or 4.2 (hereinafter "Excess Consideration"). Tenant shall pay this Excess Consideration to City with the Monthly Ground Rent in accordance with Article 4.1 and include a detailed statement showing the total consideration paid by the subtenant or assignee. The City shall have the right to review or audit Tenant's books and records to verify the accuracy of the detailed statement.

4.6 Late Payments

In the event any rental payment due under this Lease is not paid in full within five (5) days after its due date, the Tenant shall pay to the City a late charge of five percent (5%) of the amount due but not timely paid. Payment of said late charge shall be due to the City, without notice or invoice, upon and along with payment of the overdue Monthly Ground Rent amount. The Tenant shall also

pay interest at a rate of one and a half percent (1-1/2%) per month (18% per annum) from the due date on any amount not received by the City within fifteen (15) days of the due date. Tenant agrees that it shall pay all attorney's fees and costs incurred by the City as a result of Tenant's failure to pay the full amount of rent when due. Failure to make any payment required by this Lease within thirty (30) days of the due date shall constitute a default and entitle the City to its rights under Article 11 below.

4.7 Five Year Review of Market Rent

The parties agree that the terms and conditions of ground rent set forth in this Article 4 shall be reviewed five (5) years from the Commencement Date of this Lease. The purpose of the review will be to determine if the ground rent is fair and reasonable. This review shall take place if either party notifies the other party in writing of the need to make adjustments. If neither party gives such notice at least ninety (90) days prior to _____, 20____, there shall be no review. If the parties are unable to agree on adjustments, then this matter may be submitted to arbitration as provided in Article 17. Any adjustment or change in the terms of payment shall be effective as of _____ of that year, regardless of the time when such terms are actually finalized between the parties. The City reserves the right to initiate a Fair Market Rent analysis at any time it deems prudent to meet the FAA Grant Assurances.

Article 5. Covenants of Tenant

The following are the obligations of the Tenant in exchange for the rights and privileges granted to the Tenant in this Lease:

5.1 Tenant Improvements During Initial Term

As consideration for the Initial Term of the lease, within the first twelve (12) months following the Effective Date, Tenant, at its sole cost and expense, shall cause to be designed, constructed and installed the Improvements to the Premises listed on Exhibit "C" and in accordance with Exhibit "D" – Construction of Improvements for a total investment of not less than \$_____.00. Tenant shall maintain records relating to the costs it incurs to design and construct all Improvements to the Premises, and shall provide Airport Manager any and all such records upon ten (10) days written notice.

5.2 Repairs, Maintenance and Security of Leased Premises

At all times during the term of this Lease, and at its own cost and expense, the Tenant will keep and maintain the Leased Premises and the improvements placed thereon in a good state of repair and condition, use all reasonable precautions to prevent waste, damage, or injury to the Leased Premises, and be responsible for all repairs, maintenance and security of the Leased Premises, including but not limited to the interior and exterior of buildings, the roof of all buildings, all windows, doors and openings, all electrical, heating, plumbing, air conditioning and other systems installed with the buildings, parking and ramp areas, shrubbery, landscaping, fences, gates and locks, and all plantings, lighting and other accessories, appurtenances and related equipment. The Tenant shall also be responsible for all trash removal or mowing of lawn on the Leased Premises.

5.3 Use of Leased Premises

Without limiting Tenant's use of the Leased Premises for the purposes intended under Article 2, the Tenant shall use the Leased Premises in a manner so as not to unreasonably annoy, disturb or be offensive to others at the Airport or to residents abutting the Airport.

The Tenant, at its own expense, shall make application for all necessary or appropriate licenses, certificates, permits, and approvals from local, State and/or federal agencies for its use of the Leased Premises. It is agreed that all of the necessary or appropriate licenses, certificates, permits, and approvals are a condition of this Lease and that the parties' obligations herein are contingent upon the Tenant obtaining all approvals, permits, certificates, and licenses necessary to allow for the Tenant's use of the Leased Premises.

5.4 Compliance with Laws and Rules

The Tenant shall comply with all federal, state and/or local laws, ordinances and regulations, including but not limited to those of the Federal Aviation Administration ("FAA"), the United States Department of Transportation, the United States Department of Homeland Security, the United States Department of Environmental Protection, the Florida Department of Transportation and the Florida Department of Environmental Services with respect to the use and occupancy of the Leased Premises and will hold harmless, indemnify, and defend the City, its officers, employees or agents for any damage, penalty or charge imposed or incurred for the violation of any laws, ordinances or regulations, whether occasioned by the Tenant, its agents, contractors, employees, invitees, sublessees or assigns.

Tenant shall keep in effect and post in a prominent location all necessary and/or required licenses or permits. Tenant shall pay to the City an amount equal to all fines levied by the FAA against the City for any breach of FAA requirements by Tenant within fifteen (15) days of the levy by the FAA.

5.4.1 Specific Airport Regulations

- (a) Tenant acknowledges that, as part of the Airport, this Lease, and the use of the Premises, shall be governed by specific Federal, State and local rules, laws and regulations including, without limitations, the following:
- (b) The Airport Rules and Regulations, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.
- (c) The Airport Minimum Standards, a copy of which has been provided to Tenant, and any subsequent amendments thereto or revisions thereof.

5.5 Nondiscrimination

Tenant for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally

assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

- (1) In the event of breach of any of the above nondiscrimination covenants, shall have, in addition to all remedies available hereunder or at law or equity, the right to terminate the lease and to re-enter and as if such lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (2) Further, City reserves the right to take whatever action it may be entitled to by law or equity to take in order to enforce this paragraph. This provision is to be considered as a covenant on the part of Tenant, a breach of which continuing after notice by City to cease and desist will constitute a material breach of this Agreement and will entitle City, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.
- (3) Tenant shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Tenant, operates any facility at the Premises providing service to the public and shall include thereon a provision granting City a right to take such action as the United States may direct to enforce such covenant.
- (4) Tenant shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from Tenant's noncompliance with any of the provisions of this paragraph and Tenant shall reimburse City for any loss or expense incurred by reason of such noncompliance.

5.6 Personal Property

The personal property of the Tenant located on the Leased Premises shall remain the property of the Tenant while this Lease is in effect but, with the sole exception of termination under Article 15.1.C, such personal property must be removed no later than the Expiration Date or Termination Date of this Lease. If Tenant fails to remove its personal property from the Leased Premises by the Expiration Date or Termination Date of this Lease, or if Tenant fails to contact the City in writing in order to make arrangements for the storage and/or removal of personal property which arrangements are agreeable to the City, Tenant's personal property will be considered abandoned and the City may dispose of all personal property as it sees fit without any liability for doing so.

5.7 Vehicles

Tenant agrees to utilize only the designated parking areas as set forth in a site plan approved by the Airport Manager and the City for the parking of motor vehicles on the Leased Premises. The parking of any motor vehicles, excluding aircraft and a crew vehicle for use of customers, inside the hangar is not allowed. The use, storage and parking of all motor vehicles on the Leased Premises shall be subject to applicable Rules and Regulations of the Zephyrhills Municipal Airport, as may be amended from time to time. Storage of vehicles on the Leased Premises would need to be regulated and approved through a separate non-aeronautical lease agreement for a portion of the Leased Premises.

5.8 Lighting

Any Tenant lighting of the Leased Premises shall first be approved by the Airport Manager and then approved by the Zephyrhills Planning Board as part of site plan review and approval procedures. Tenant further agrees to maintain and repair, as necessary, this illumination for the duration of the Lease. Tenant lighting shall not interfere with aircraft operations or unreasonably disturb others at or near the Airport.

5.9 Advertising and Signage

During the term of this Lease, Tenant shall have the right, at its expense, to place in or on the Leased Premises a sign or signs identifying itself. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved in writing by the Airport Manager and by any other City officer as required by all applicable City ordinances or regulations. Tenant shall remove, at its expense, all lettering, signs and placards so erected on the Leased Premises at the Termination or Expiration Date of this Lease.

5.10 Antennas

Tenant shall not install, erect, or place any antennas or the structures for any antennas without the prior written approval of the Airport Manager and by any other City officer as required by all applicable City ordinances or regulations.

5.11 Utilities

The improvements on the Leased Premises are served by the City water and sewer system. Tenant agrees to pay all charges, costs, expenses, taxes and assessments, including so-called "hook-up" charges if applicable, for all utilities, including but not limited to water and sewer contracted for, consumed or used by Tenant, its agents, contractors, employees, invitees, sublessees or assigns on the Leased Premises during the term of this Lease. The City shall not be responsible to provide any utility that is not available to the City at the boundary line of the Leased Premises, nor for the expense of any utilities. Tenant shall have the right pursuant to local and state law, at its sole expense and cost, to apply for the reduction of, or to challenge, the amount or legality of any utility rates, assessments or other charges which Tenant may be obligated to pay or of any assessment upon which the same may be based.

5.12 Indemnification for Acts of God or Other Causes

The Tenant will indemnify, defend, and hold harmless the City, its officers, agents or employees, from and against all claims, losses, costs, damages, actions, liabilities or expenses of any sort or nature, including legal fees and court costs, arising out of any loss related to the Leased Premises occasioned by Acts of God or other causes such as fire, flood, theft, rain, windstorm, hail or any other cause, whether that cause be direct, indirect or merely a contributing factor in producing the damage or loss to the Leased Premises or improvements, or to any aircraft or other personal property that may be stored in or on the Leased Premises, except to the extent caused by the negligence of the City, its officers, agents or employees. The Tenant's obligation to indemnify as provided herein shall survive the expiration or termination of this Lease.

5.13 Operating, Monitoring and Securing of Aircraft

The Tenant agrees that it shall be solely responsible for the proper operating, monitoring, securing, and storing of all aircraft related to the use of the Leased Premises, including but not

limited to while such aircraft are coming in to, leaving from, or on the Leased Premises and setting parking brakes on, placing wheel chocks or tying down all aircraft on the Leased Premises.

5.14 City Inspection

The Tenant consents and agrees, upon reasonable prior notice, to allow City officials, employees or agents onto the Leased Premises, or any portion thereof, during the City's normal business hours, for the purpose of inspecting same to determine compliance with the terms, conditions, and requirements of this Lease. Nevertheless, in the event of an emergency, the terms of Article 6.3 shall control.

5.15 Re-delivery

The Tenant agrees that, consistent with Article 3.2 and Article 12, that upon the occurrence of the Expiration or Termination Date of this Lease, it will quit and surrender the Leased Premises, leaving the land and improvements located thereon in reasonably good and clean condition and fit for the use specified in Article 2 of this Lease, reasonable wear and tear excepted. In the event that Tenant is required to raze and remove all improvements on the Leased Premises, the land shall be left in good clean condition and without any hazardous substances, waste, or construction and demolition materials remaining on the Leased Premises.

Article 6. Covenants of the City

6.1 Title to Real Estate

At the time of execution of this Lease, the City is the owner in fee simple of the Leased Premises described herein, has marketable title and the full right to lease the same to Tenant for the term stated herein, and the City warrants and will defend its title thereto.

6.2 Maintenance and Operation of the Airport Common Areas

The City will make reasonable efforts to maintain in good repair all public and common use areas of the Airport's facilities over which it has sole control and shall make such repairs, replacements or additions thereto as, in its sole discretion, are required and necessary for the safe and efficient operation of the Airport. The City shall not have any duty to mow any portion of the Leased Premises.

6.3 Safety and Security of the Airport

The City shall be responsible to maintain a reasonably safe environment for all public and common use areas of the Airport's facilities over which it has sole control and to provide general Airport security in a customary manner and within the City's sole discretion. The City reserves the right, with reasonable notice, to inspect the Leased Premises and, in the event of an emergency, to take such immediate action with respect to the Leased Premises (with or without notice, as reasonable under the circumstances) as may be required for the protection of persons or property at the Airport without, however, having any obligation to do so.

6.4 Right of Ingress and Egress

The City shall provide Tenant with the right, in common with others, of ingress and egress from the Leased Premises for the purpose of accessing the airfield without additional charge to the Tenant, its agents or invitees.

6.5 Quiet Enjoyment

Notwithstanding any other provision of this Lease or applicable local, State, or federal law, in consideration for Tenant's timely payment of rent and performance of all Lease terms, covenants, and conditions contained herein, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises and all improvements thereto for the purposes set forth in Article 2 without hindrance from the City.

6.6 Cooperation

The Airport Manager shall cooperate with Tenant in Tenant's obtaining all approvals, permits, certificates and licenses required for the Tenant's use and operation of the Leased Premises as contemplated herein.

6.7 Aerial Approaches

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any structure on or adjacent to the Airport which, in the opinion of the Airport Manager, would limit the usefulness of the Airport or constitute a hazard to aircraft, or to require the removal of any such obstruction.

6.8 City's Right to Develop

The City reserves the right to further develop or improve the landing area and all publicly owned land and facilities of the Airport as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance from Tenant.

6.9 Right of Flight over Leased Premises

There is hereby reserved to the City for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space over the surface of the Leased Premises, together with a right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said air space or landing at, taking off from, or operating on or about the Airport.

Article 7. Taxes or Other Governmental Levies or Assessments

7.1 Real Estate Taxes

For the term of this Lease, the Tenant shall pay all real property taxes levied upon the Leased Premises and upon any and all improvements constructed therein and thereon, no later than the due date for payment thereof. The failure of Tenant to pay duly assessed real estate taxes when due shall be cause for termination of this Lease by the City under Article 15.

The parties agree that Tenant shall be responsible for the payment of all such taxes beginning with the tax year applicable to the Commencement Date of this Lease. In the event the Lease terminates for any reason during a tax year or expires as of the Expiration Date, Tenant shall be liable only for its pro rata share of the real property taxes assessed for the entire tax year.

7.2 Other Governmental Levies or Assessments

Tenant shall timely pay all taxes, expenses and payments in connection with the use of the Leased Premises, including but not limited to taxes on personal property, special assessments, permit fees, license fees, application fees, or any other governmental fees or levies.

7.3 Tenant's Right to Protest

Tenant shall have the right pursuant to local, state or federal law, at its sole expense and cost, to apply for the reduction of, or to challenge, the amount or legality of any fees, taxes or assessments which Tenant may be obligated to pay or of any assessment upon which the same may be based.

Article 8. Insurance

8.1 Insurance Amounts

The Tenant will obtain and maintain continuously in effect at all times during the term of this Lease, at its sole expense, the following insurance:

- (1) General Liability Insurance with an insurance company qualified to do business in the State of Florida with a financial rating of A- or better in "Best's Insurance Guide" in an amount satisfactory to the City with respect to the Leased Premises, but not less than, each occurrence, One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident, and Two Million Dollars (\$2,000,000) aggregate. The policy shall name the City as additional insured and cover any and all claims for death, bodily injury, personal injury and property damage arising out of events related to, occurring in, on or to the Leased Premises, including but not limited to the sidewalks, access and internal roads and parking areas, the entrance ways and all portions of the buildings and other improvements thereon. All such insurance shall insure performance by the Tenant of the indemnity provisions of this Lease.
- (2) Fire and other property loss insurance with extended coverage in an amount not less than eighty percent (80%) of the Leased Premises' insurable value inclusive of all improvements and naming the City as additional insured.
- (3) Workers Compensation/Employer's Liability Insurance with coverage as required by Florida law.
- (4) Hangar Keeper's Liability Insurance in the minimum amount of \$2,000,000 for each aircraft and \$2,000,000 for each occurrence.
- (5) Aircraft Liability Insurance, including bodily injury to pilots and passengers as well as property damage insurance, in the minimum amount of \$3,000,000 each occurrence.

8.2 Certification and the City as Additional Insured

The City shall be provided a duplicate original or a certified copy of said policies that are in force as of the Acceptance Date of this Lease. All such policies shall insure performance by Tenant of the indemnity provisions of this Lease and shall name the City as additional insured. The Tenant shall thereafter deposit with the City a duplicate original or a certified copy of any policy whenever there is any material change to such policy (including but not limited to a change in the insurer) not less than ten (10) days after such policy takes effect.

8.3 Review of Coverage Limits

The limits of liability coverage as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index or with what is deemed to be prudent and reasonable.

8.4 Notice to City of Any Claim

Tenant agrees to notify the City in writing as soon as practicable but no later than five (5) days after it knows, or is made aware, of any threatened or actual claim, demand or action arising out of an occurrence covered hereunder of which Tenant has knowledge, and to cooperate with the City in the investigation and defense thereof.

8.5 Notice of Impending Termination of Coverage

The issuing company and/or the Tenant will mail written notice of impending cancellation of any of the above-described policies to the City at least thirty (30) days in advance of cancellation. In the event that any of the above-described policies expires without Tenant renewing the same, Tenant will mail written notice of impending expiration to the City at least thirty (30) days in advance of expiration with an explanation and Tenant's plan to maintain all required coverage under this Lease.

Article 9. Indemnification

The Tenant will indemnify, defend and hold harmless the City, its officers, agents or employees, from and against all claims, losses, costs, damages, actions, liabilities or expenses of any sort or nature, including legal fees and court costs, caused by or arising out of the act, negligence, failure, fault or breach of Tenant, its agents, contractors, employees, invitees, sublessees or assigns a) to perform and comply, in any respect, with any of the requirements, provisions or conditions of this Lease; or b) with respect to the subject matter of this Lease and the use and occupancy of the Leased Premises or any part thereof; or c) for any reason associated with or connected to the use and occupancy of the Leased Premises, regardless whether permission for such use exists or existed. The Tenant's obligation to indemnify as provided herein shall survive the expiration or termination of this Lease. The foregoing shall not apply to any loss, cost, damage, liability or expense arising from the negligence of the City or any of its officers, agents or employees as to which the City shall indemnify Tenant.

Article 10. Environmental Indemnification

The Tenant will indemnify, defend and hold harmless the City, its officers, agents or employees, from and against all claims, losses, costs, damages, actions, liabilities or expenses of any sort or nature, including legal fees and court costs, that the City, its officers, agents or employees may

incur or be put to remedy as a result of the presence, removal or disposal of, or a claim asserting the presence, removal or disposal of, any hazardous substances in, on or from the Leased Premises by the Tenant, its agents, contractors, employees, invitees, sublessees or assigns during the term of this Lease or resulting from this Lease. The Tenant's obligation to indemnify as provided herein shall survive the expiration or termination of this Lease. The foregoing shall not apply to any loss, cost, damage, liability or expense arising from the negligence of the City or any of its officers, agents or employees as to which the City shall indemnify Tenant.

Article 11. Assignments or Subleasing

The Tenant shall not assign, mortgage, encumber, transfer or sublease all or any portion of the Lease or the Leased Premises, including any portion of the improvements owned by Tenant, without first obtaining the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or unduly delayed. Unless the sublease is to another Tenant owned entity, subsidiary, or vested interest entity, in which case no approval is required. The City's consent to one assignment, mortgage, encumbrance, transfer or sublease shall not constitute consent to any other such conveyances.

11.1 Reasonableness

The City's consent shall not be considered unreasonably withheld or conditioned if consent is denied because:

- (1) The proposed subtenant's or assignee's financial and other responsibility does not meet the same criteria the City uses to select comparable tenants;
- (2) The proposed subtenant's or assignee's business is not suitable for the Leased Premises considering the business of other tenants; applicable local, state or federal rules, ordinances or laws; or the Airport's obligations or assurances under any grant or contract; or
- (3) The proposed use is inconsistent with the use permitted by Article 2.

11.2 Procedure

Tenant must provide the Airport Manager in writing:

- (1) The name and address of the proposed subtenant or assignee;
- (2) The nature of the proposed subtenant's or assignee's business that will operate on or in the Leased Premises;
- (3) The proposed sublease; and
- (4) Reasonable financial, insurance and permitting or certification information so that the City can evaluate the proposed subtenant or assignee.

After the Airport Manager reviews the proposed sublease and other information from Tenant, the information will be submitted for legal review and for review and approval by the City Manager and City Council. There is no approval by the City of any sublease, assignment or other

encumbrance unless there is written approval of the City Manager duly authorized by an affirmative vote of the City Council.

11.3 Conditions of Assignment or Sublease

It shall be a condition of the City's approval to any assignment or sublease that all provisions in this Lease shall apply with equal force and effect to the assignment or sublease and shall be incorporated into such sublease. All assignments and subleases by Tenant are also subject to the following conditions:

- (1) Tenant shall remain liable for all obligations under this Lease;
- (2) Consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases;
- (3) Tenant or any assignee or subtenant shall not occupy or use the Leased Premises or permit the same to be occupied or used for any purpose which is unlawful or for any activity which materially differs from the intended use of the Leased Premises provided for in Article 2 of this Lease.
- (4) Fifty (50) percent of the consideration received by Tenant as a result of any assignment, sublease or sub-subleases that exceeds the amount Tenant must pay the City ("Excess Consideration") shall also be paid to the City, as described in Article 4.5.

11.4 Short-term Tie-Downs or Other Temporary Uses of Leased Premises

Notwithstanding the above, non-exclusive temporary hangar storage or tie-downs of aircraft on the Leased Premises for invitees of Tenant are permitted without prior approval of the City. The intention of this paragraph is to allow Tenant to invite owners or operators of aircraft, who do not base their aircraft at the Airport or do not have hangar space set aside or designated for their aircraft, to use the Leased Premises on a temporary basis without invoking the approval procedure required for subleases or assignments.

Article 12. Damage to or Destruction of the Leased Premises

12.1 Notification

If any of the improvements located on the Leased Premises should be damaged or destroyed by fire or other casualty, the Tenant will promptly notify the City of such casualty. Tenant shall promptly secure the Leased Premises from further damage and protect the public from any hazards related to said damage or destruction.

12.2 Duty to Repair and Restore

If a fire or other casualty causes damage or destruction to fifty percent (50%) or less of the insurable value of improvements on the Leased Premises, or if damage or destruction occurs to more than fifty percent (50%) of the insurable value of the buildings or improvements but Tenant declines the option of terminating the Lease as set forth below, Tenant shall promptly repair and restore the damaged improvements situated on the Leased Premises as reasonably near to their condition immediately prior to the fire or other casualty, amenable to the same use as that to

which it was put immediately prior to the fire or other casualty. All proceeds of insurance received by Tenant as a consequence of said fire or other casualty shall be held in trust by Tenant and applied by Tenant to the payment of repair and restoration of its improvements as such repair or restoration progresses. Determination of the percentage of damage or destruction to the insurable value of the improvements shall be in the sole discretion of the City.

12.3 Termination Due to Casualty

In the event of damage or destruction to more than fifty percent (50%) of the insurable value of the buildings or improvements on the Leased Premises as determined by the City:

- (1) Tenant may, at its option, choose not to repair or reconstruct the same but to pay over to the City insurance proceeds payable as a result of such damage as follows: (i) the City shall be entitled to receive the proceeds derived from any insurance applicable to the buildings or improvements which attach and are a part of the real estate; (ii) Tenant shall be entitled to the proceeds of all insurance covering its equipment and personal property; and (iii) any remaining proceeds shall be payable to the City. If the City accepts the insurance proceeds, the Lease will terminate on the date the City receives such proceeds. Tenant will continue to be responsible to pay rent and all other payments due under this Lease to the date of termination.
- (2) In the event the City declines to accept the proceeds from any insurance applicable to the buildings or improvements, Tenant shall be responsible, at its sole expense, to raze and remove from the Leased Premises all structures and improvements, signs, trade fixtures, furnishings, personal property, equipment, storage or underground tanks, and other materials that Tenant was permitted to install or maintain under this Lease. In addition, this Lease shall terminate on the first day of the month following completion of Tenant's removal of all improvements and personal property to the satisfaction, in writing, of the Airport Manager. Tenant will continue to be responsible to pay rent and all other payments due under this Lease to the date of termination.

12.4 Lease Terms

In the event such damage or destruction occurs and/or in the event of any period of untenability of the Leased Premises, all terms and conditions of this Lease shall remain in effect and unaltered.

Article 13. Airport Closure or Condemnation

13.1 Airport Closure

In the event that any governmental agency, duly acting under legal authority, shall cause the Airport to be permanently closed or abandoned as an airport or airfield, the Tenant may elect to terminate the Lease as of the date of closure.

13.2 Condemnation

13.2A Entire Premises Condemned

In the event that the whole of the Leased Premises is permanently taken or condemned by any competent authority, other than the City, for any public or quasi-public use or purpose during the

term of this Lease, this Lease shall automatically terminate as of the date when such public authority takes possession of the Leased Premises. Tenant shall have the right to prosecute its claim for just compensation based upon its leasehold interest for such taking but without impairing any rights of the City for the taking nor for injury to the City's interests in the underlying fee or reversion.

13.2B Portion of Premises Condemned

In the event that a portion of the Leased Premises is permanently taken or condemned by any competent authority, other than the City, during the term of this Lease and that portion so taken (i) includes the improvements on the Leased Premises or any part thereof or (ii) results in cutting off direct access from the Leased Premises to the adjacent public street or taxiway at the Airport, Tenant may, within a period of sixty (60) days after the date when possession of a portion of the Leased Premises is taken by the condemning authority, elect to terminate this Lease.

13.2C Duty to Mitigate

In the event Tenant fails to exercise an option to terminate this Lease as set forth above or in the event Tenant has no such option, Tenant shall, with reasonable promptness, make what reasonable repairs to and alterations of the improvements on the Leased Premises are required to restore the Leased Premises to an economic architectural unit, amenable to the same use as that to which it was put immediately prior to such taking, to the extent necessitated by such condemnation.

13.2D Awards and Damages

If the whole, or a portion, of the Leased Premises is permanently taken or condemned by any competent authority, other than the City, for any public or quasi-public use or purpose during the term of this Lease, Tenant shall not make claims against the City or the condemning authority for damages. Each party shall seek its own award, as described herein, at its own expense.

In the event the award for property so taken or condemned includes in whole or in part (i) the land or improvements owned by the City, (ii) improvements owned by Tenant and (iii) machinery, equipment, fixtures and appurtenances constructed or installed by Tenant which are not removed by Tenant, then such award shall be apportioned between the City and Tenant in accordance with the relative values of the property described in clauses (i), (ii) and (iii) above, distributed as follows:

- (a) The City shall receive all of the award apportioned for land or improvements owned by the City;
- (b) Tenant shall receive all of the award apportioned for machinery, equipment, fixtures and appurtenances described in clause (iii) above; and
- (c) Tenant shall receive a portion of the award apportioned for the building and improvements described in clause (ii) above equal to the amount of the award apportioned for the building and improvements multiplied by a fraction, the numerator of which is equal to the number of years remaining on the Lease term and the denominator of which is ten (10). The City shall receive the remaining portion of said award.

13.3 Temporary Condemnation

If a portion or all of the Leased Premises are condemned for a limited period of time, this Lease shall remain in effect and unaltered. Tenant shall not make claims against the City or the condemning authority for damages.

13.4 Condemnation by City

If any portion of the Leased Premises is permanently taken by the City through condemnation proceedings, the City will provide just compensation to Tenant consistent with the laws of Florida.

Article 14. Subordination

14.1 This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United States of America, the State of Florida, or the County of Pasco, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

14.2 In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

14.3 Notwithstanding the foregoing provisions of this Section 14, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the City.

Article 15. Default

15.1 Tenant Default

Should the Tenant be in default of any of the provisions, conditions, covenants or terms contained in this Lease, the Tenant shall have thirty (30) days after the date the Tenant receives written notice from the City of said default, or within such lesser period of time as may be appropriate to protect the City's interests or to preserve or protect persons or property from harm or liability, to cure said default.

In addition to the above circumstances, the City shall have the right to declare the Tenant in default in the event Tenant files a voluntary petition for bankruptcy without a reorganization plan, makes a general or other assignment of its assets for the benefit of creditors, is involuntarily declared or adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Tenant and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

15.1A Result of Failure to Cure

Should the Tenant fail to cure the default within the time specified under Article 15.1A, the City may (i) declare this Lease terminated by written notice to the Tenant and (ii) enter onto the Leased Premises, or any part thereof, and remove the Tenant or any other person occupying the Leased Premises and to use such reasonable force as may be necessary to repossess and enjoy the Leased Premises, with or without process of law. The Tenant waives claims for damages by reason of the City's reentry or repossession, or by reason of any legal process. The Tenant shall remain liable for all payments due under this Lease, including real estate taxes, until such time as the City re-lets the Leased Premises to a new lessee or until the Expiration Date, whichever occurs sooner. Tenant shall also be liable for the following sums paid by the City attributable to Tenant's default within thirty (30) days of receiving the City's invoice for said amounts:

- (a) Reasonable costs or fees incurred by the City for reletting part or all of the Leased Premises;
- (b) The costs of removing or storing Tenant's personal or real property, including removal of signs, trade fixtures, furnishings, equipment, buildings, storage tanks and material which Tenant was permitted to install or maintain under the rights granted herein; and
- (c) Other necessary and reasonable expenses incurred by the City in enforcing its remedies.

15.1B Attempts to Cure Default

If the Tenant shall be in default for reason(s) other than nonpayment of rent, real estate taxes or other payments due under this Lease, and said default cannot, with due diligence, be cured within thirty (30) days after being given notice of default as stated above, and if Tenant also commences to eliminate the cause of such default and to cure such default with diligence and reasonable dispatch, the City shall not have the right to declare that the Lease is terminated by reason of such default.

15.1C Tenant's Right to Removal of Personal Property

Subject to Article 3.2 and Article 5.6 as applicable, in the event of termination due to default, the Tenant shall have the right to remove all personal property including signs, furniture, machinery and equipment installed by the Tenant on the Leased Premises within ten (10) days after the Termination Date of this Lease, provided that the Leased Premises and all improvements are left in as good a condition as they were on the Commencement Date, reasonable wear and tear excepted.

15.2 City Default

Should the City be in default of any of the provisions, conditions, covenants and terms contained in this Lease, the City shall have thirty (30) days after the date the City receives written notice from the Tenant of said default, or within such lesser period of time as may be appropriate to protect the Tenant's interests or to preserve or protect persons or property from harm or liability, to cure said default.

15.2A Attempts to Cure Default

If the City is in default, and said default cannot, with due diligence, be cured within thirty (30) days after being given notice of default as aforesaid, and the City also commences to eliminate the cause of such default and to cure such default with diligence and reasonable dispatch, the Tenant shall not have the right to declare that the Lease is terminated by reason of such default.

15.3 Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

15.4 Attorney's Fees

In the event of default by either party, and if it shall become necessary for either party hereto to enforce the provisions of this Lease by legal action of any kind or to employ attorneys to enforce the terms of this Lease, the defaulting party shall pay the reasonable attorney's fees, court costs and other costs of such legal proceedings in the event that the petitioner who had to bring the action prevails.

Article 16. Waiver of Subrogation

The City and the Tenant, and all parties claiming under either of them, hereby mutually release and discharge each other from any liability for any destruction to the Leased Premises, or the improvements thereon, caused by any act or omissions of the party so released, or its agents, servants or employees, to the extent that the party so damaged will receive complete restitution for such loss from a valid insurance policy then in effect with respect to the loss. This release shall be valid and binding only in the event that it is recognized and accepted by the fire and hazard insurance companies under the respective policies of the City and the Tenant without substantial increase in cost to either. In the event that acceptance of this waiver of subrogation requires an increase in cost to either party, the party so insured shall give notice of the increase to the other, who may at its option:

- (1) Bear such increase in cost; or
- (2) Inform the party so insured that it/he no longer wishes to be protected by the waiver of subrogation contained in this paragraph.

In the event that the party not so insured wishes to waive the protection of the waiver of subrogation, it shall prepare, execute and deliver such instruments as are necessary to enable the party so insured to establish with the insuring company that the waiver of subrogation otherwise provided herein is no longer in force with respect to the non-insured party.

Article 17. Dispute Resolution

Any controversy arising out of or relating to the application or interpretation of this Lease may be settled by arbitration. If the parties choose arbitration, the parties shall set forth in writing and agree on the scope of the issue(s) for the arbitrator to decide and select an arbitrator. In the event the parties are unable to agree on the issue and scope of dispute prior to submission to arbitration, the dispute will be resolved in court. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Pasco County, Florida. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator, then application may be made to the Pasco County Courts.

The arbitrator shall have the power solely to construe or apply the terms of the Lease and to issue an order to cure a violation in order for the parties to implement its terms. Nevertheless, Florida law shall not be, in any way, abridged or limited by the Lease and in the event of any inconsistency, Florida law shall prevail. Moreover, the arbitrator shall have no power to change, amend, add to, subtract from, modify or amend any of the terms or provisions of this agreement and any errors of law in any award of an arbitrator shall be reviewable in an appeal to court. Interest shall be awarded consistent with the terms of this Lease or as modified by the parties' submission agreement.

Tenant waives any and all rights that Tenant may have under applicable Florida Statutes, except to the extent prohibited by law.

City and Tenant agree that, in the event of default by either party as found by an arbitrator or court, the defaulting party shall pay all reasonable attorneys' fees incurred by the prevailing party to collect any amounts due under the terms of the Lease or to enforce any other terms of this Lease.

Nothing herein relative to arbitration shall diminish or interfere with the right of either party to terminate the Lease due to the default of the other party or to seek declaratory, injunctive and other relief in court.

Article 18. Miscellaneous Provisions**18.1 Choice of Law**

The provisions of this Lease shall be governed and construed in accordance with the laws of the State of Florida.

18.2 Headings and Terms

The headings used in the various articles of this Lease have been inserted for convenient reference only and shall not, in any manner, be construed as modifying, amending, or in any other way affecting the express terms and provisions hereof. The term "person" when used in this Lease means any individual, corporation, partnership, firm, trust joint venture, business association, syndicate, organization, or any other entity.

18.3 Separability

Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant and agreement contained herein by either party shall in no way or manner, discharge or relieve the other party from its obligation to perform each and every covenant and agreement contained herein.

18.4 Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be judged to be legally invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Lease will not be affected thereby.

18.5 Binding Effect

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective legal representatives, successors and permitted assigns of the parties hereto to the same extent as if each such successor and assign were in such case named as a party to this Lease.

18.6 Modifications/Entire Agreement

This Lease constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and as of its Acceptance Date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. No part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing, approved and signed by the parties hereto.

18.7 Tenant as Independent Entity

The Tenant is not an agent, agency or department of the City, nor shall anything herein be construed as creating an agency relationship between the City and the Tenant.

18.8 Notice

Any and all notices, demands, or communications required to be given hereunder to the parties of this Lease shall be in writing and sent by certified mail, with an additional copy by fax:

A. If to the City, addressed to:

City Manager City of Zephyrhills 5335 8 th Street Zephyrhills, FL 33542-4312	Airport Manager Zephyrhills Municipal Airport 39450 South Avenue Zephyrhills, FL 33542
813.780.0000 (Phone) 813.780.0032 (Fax)	813.780.0030 (Phone) 813.780.0032 (Fax)

B. If intended for the Tenant, addressed to:

Tenant is solely responsible to provide changed names and addresses for the purposes of Notice. Unless the City is informed in writing of a change, the City shall send notices as set forth herein or in any prior written notice.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

ATTEST:

CITY

City of Zephyrhills, a Florida municipal corporation

Ricardo Quinones
City Clerk

By: _____
Charles E. Proctor
City Council President

APPROVED AS FORM AND LEGALITY:

Matthew E. Maggard, City Attorney

TENANT

By: _____

Name: _____

Title: _____

Witness

Print Witness Name

Witness

Print Witness Name

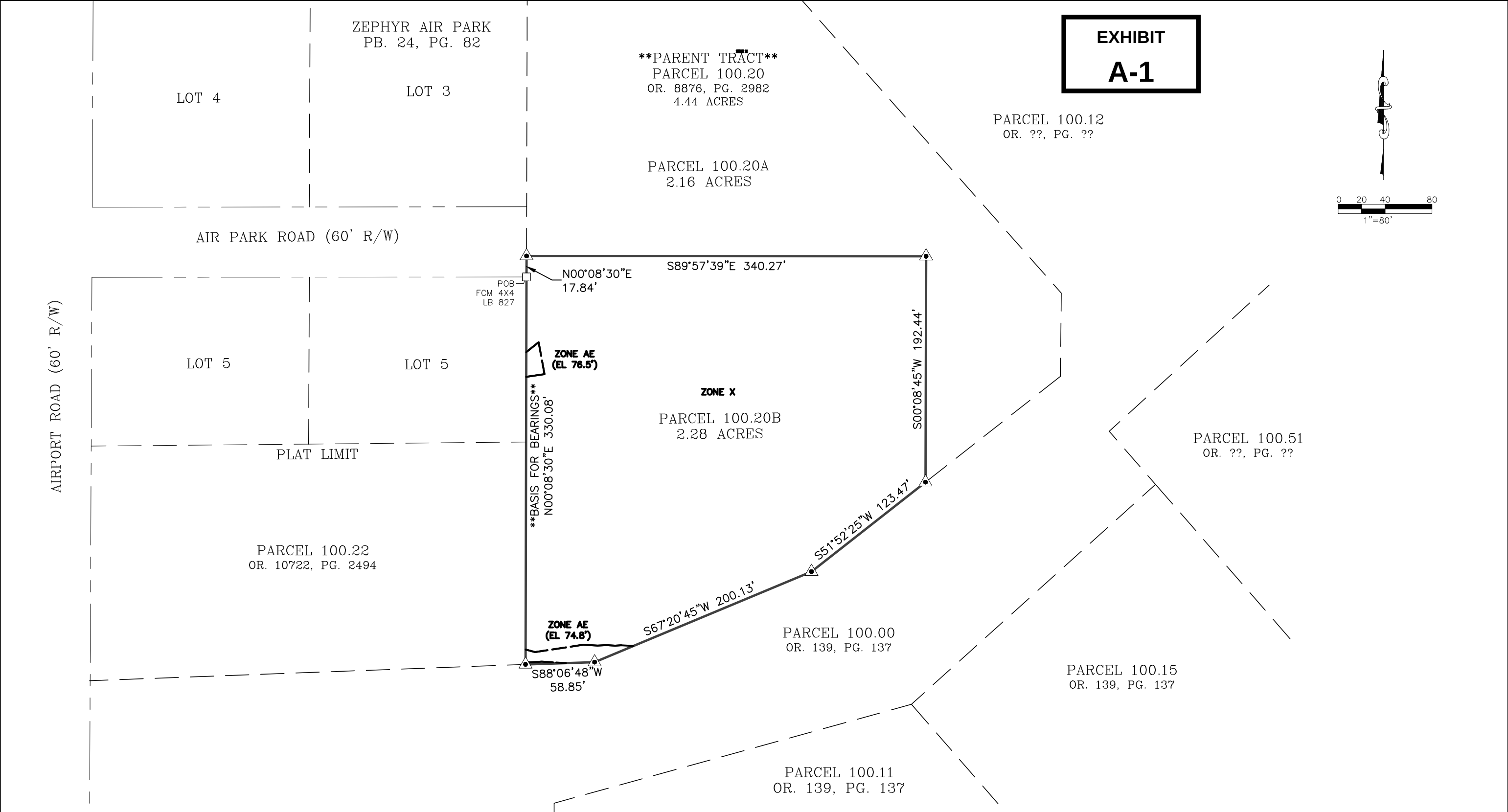
LEGAL DESCRIPTION FOR PARCEL 100.20B

EXHIBIT
A

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, ZEPHYR AIR PARK, AS RECORDED IN PLAT BOOK 24, PAGE 82, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID ZEPHYR AIR PARK, AND ALONG THE WEST BOUNDARY OF PARCEL 100.20 AS RECORDED IN OFFICIAL RECORDS BOOK 8876, PAGE 2982, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RUN N00°08’30"E, 17.84 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE, RUN S89°57’39"E, 340.27 FEET; THENCE S00°08’45"W, 192.44 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 100.20; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, RUN S51°52’25"W, 123.47 FEET; THENCE S67°20’45"W, 200.13 FEET; THENCE S88°06’48"W, 58.85 FEET TO THE WEST BOUNDARY LINE OF SAID PARCEL 100.20, AND THE EAST BOUNDARY OF SAID ZEPHYR AIR PARK; THENCE ALONG SAID WEST BOUNDARY LINE, RUN N00°08’30"E, 330.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE L1 = SEE LINE TABLE (C) = CALCULATED (P) = PLAT OR MAP (M) = FIELD MEASURED (R) = RECORD or DEED FIP = FOUND IRON PIN NO ID FIPC = FOUND IRON PIN AND CAP FN&D = FOUND NAIL AND DISK FCM = FOUND CONCRETE MONUMENT SIPC = SET IRON PIN AND CAP SCM = SET CONCRETE MONUMENT CONC = CONCRETE RES = RESIDENCE DRA = DRAINAGE RETENTION AREA FFE = FINISHED FLOOR ELEVATION CCR = CERTIFIED CORNER REPORT CBS = CONCRETE BLOCK STRUCTURE C.L.F. = CHAIN LINK FENCE B.W.F. = BARBED WIRE FENCE H.W.F. = HOG WIRE FIELD FENCE SW = SIDEWALK OHP = OVERHEAD POWER ELEC = ELECTRIC EP = EDGE OF PAVEMENT O.R. = OFFICIAL RECORD P.B. = PLAT BOOK PG = PAGE PC = POINT of CURVATURE PT = POINT of TANGENT R/W = RIGHT-OF-WAY AC = AIR CONDITIONER PAD CS = CONCRETE SLAB CE = COVERED ENTRY SEC = SECTION MES = MITERED END SECTION RCP = REINFORCED CONCRETE PIPE TOB = TOP OF BANK TOE = TOE OF SLOPE TBM = TEMPORARY BENCHMARK POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PRC = POINT OF REVERSE CURVE PCC = POINT OF COMPOUND CURVE +100.0' = EXISTING ELEVATION = FIRE HYDRANT = UTILITY POLE = LIGHT POLE = UTILITY GATE VALVE = TELEPHONE SERVICE RISER = ELECTRIC TRANSFORMER = FIBER OPTIC BOX = WATER METER = WATER SERVICE = SANITARY MANHOLE = SANITARY SEWER SERVICE = SIGN = UTILITY SPLICE BOX = CATV MARKER = FOUND IRON PIN & CAP (AS SHOWN) = SET IRON PIN AND CAP (5/8"IR LB #7200) = FOUND NAIL AND DISK (AS SHOWN) = SET NAIL AND DISK (LB #7200) = FOUND CONCRETE MONUMENT (AS SHOWN) = SET CONCRETE MONUMENT (4X4" LB #7200) = DESCRIPTIVE POINT 1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING AN ASSUMED BEARING OF N00°08'30"E ALONG THE WEST LINE OF THE SUBJECT PROPERTY. BEARINGS SHOWN HEREON ARE GRID BEARINGS. 2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE. 3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED. 4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED. 5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR. 6. ADDITIONS, DELETIONS REPRODUCTION OF SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES. 7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP. 8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED. 9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD. 10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD. 11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT. 13. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "AE" (AREA DETERMINED TO FALL INSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12101C, PANEL NUMBER 0456-F, EFFECTIVE DATE 09/26/2014.	<table><tr><th>DATE</th><th>SURVEYOR</th><th>DRAWN BY</th><th>FIELD BOOK/PAGE</th><th>FIELD DATE</th><th>SURVEY CREW</th></tr><tr><td>08/07/25</td><td>SMO</td><td>RAA</td><td>00/000</td><td>00/00/25</td><td>00/00</td></tr><tr><th colspan="6">REVISION</th></tr><tr><th>DATE</th><th>SURVEYOR</th><th>REV. BY</th><th colspan="3">COMMENTS</th></tr><tr><td> </td><td> </td><td> </td><td colspan="3"> </td></tr><tr><td> </td><td> </td><td> </td><td colspan="3"> </td></tr><tr><td> </td><td> </td><td> </td><td colspan="3"> </td></tr><tr><td> </td><td> </td><td> </td><td colspan="3"> </td></tr></table>	DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW	08/07/25	SMO	RAA	00/000	00/00/25	00/00	REVISION						DATE	SURVEYOR	REV. BY	COMMENTS																											REUSE OF DOCUMENT THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC. Coastal Engineering Planning Surveying Environmental Construction Management engineering associates, inc. 966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423 3703 East Forest Drive Inverness, FL 34453 352-344-2016 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200	SKETCH ONLY FOR PARCEL 100.20B NOT A BOUNDARY SURVEY SECTION 13, TOWNSHIP 26 SOUTH, RANGE 21 EAST PASCO COUNTY, FLORIDA	PREPARED FOR AND CERTIFIED TO: MOHSEN DESIGN GROUP	SURVEYORS CERTIFICATE THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. SCOTT M. OSBORNE, PSM PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 8028 SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR HARD COPIES OR DIGITIZED SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES DATE SIGNED 08/26/2025
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C1 = SEE CURVE TABLE L1 = SEE LINE TABLE (C) = CALCULATED (P) = PLAT OR MAP (M) = FIELD MEASURED (R) = RECORD or DEED FIP = FOUND IRON PIN NO ID FIPC = FOUND IRON PIN AND CAP FNB&D = FOUND NAIL AND DISK FCM = FOUND CONCRETE MONUMENT SIPC = SET IRON PIN AND CAP SCM = SET CONCRETE MONUMENT CONC = CONCRETE RES = RESIDENCE DRA = DRAINAGE RETENTION AREA	FFE = FINISHED FLOOR ELEVATION CCR = CERTIFIED CORNER REPORT CBS = CONCRETE BLOCK STRUCTURE C.L.F. = CHAIN LINK FENCE B.W.F. = BARBED WIRE FENCE H.W.F. = HOG WIRE FIELD FENCE SW = SIDEWALK OHP = OVERHEAD POWER ELEG = ELECTRIC EP = EDGE OF PAVEMENT O.R. = OFFICIAL RECORD P.B. = PLAT BOOK PG. = PAGE PC = POINT OF CURVATURE PT = POINT OF TANGENT	R/W = RIGHT-OF-WAY AC = AIR CONDITIONER PAD CS = CONCRETE SLAB CE = COVERED ENTRY SEC. = SECTION MES = MITERED END SECTION RCP = REINFORCED CONCRETE PIPE TOB = TOP OF BANK TOE = TOE OF SLOPE TBM = TEMPORARY BENCHMARK POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PRC = POINT OF REVERSE CURVE PCC = POINT OF COMPOUND CURVE +100.0' = EXISTING ELEVATION	FIRE HYDRANT UTILITY POLE LIGHT POLE UTILITY GATE VALVE TELEPHONE SERVICE RISER ELECTRIC TRANSFORMER FIBER OPTIC BOX WATER METER WATER SERVICE SANITARY MANHOLE SANITARY SEWER SERVICE	SIGN UTILITY SPLICE BOX CATV MARKER FOUND IRON PIN & CAP (AS SHOWN) SET IRON PIN AND CAP (5/8" IR LB #7200) FOUND NAIL AND DISK (AS SHOWN) SET NAIL AND DISK (LB #7200) FOUND CONCRETE MONUMENT (AS SHOWN) SET CONCRETE MONUMENT (4x4" LB #7200) DESCRIPTIVE POINT	1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING AN ASSUMED BEARING OF N00°08'30"E ALONG THE WEST LINE OF THE SUBJECT PROPERTY. BEARINGS SHOWN HEREON ARE GRID BEARINGS. 2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE. 3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED. 4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED. 5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR. 6. ADDITIONS, DELETIONS REPRODUCTION OF SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES. 7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.	8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED. 9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD. 10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD. 11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT. 13. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "AE" (AREA DETERMINED TO FALL INSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12101C, PANEL NUMBER 0456-F, EFFECTIVE DATE 09/26/2014.
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SHEET
1
OF 2 SHEET
JOB No: 25062-SKT

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
08/07/25	SMO	RAA	00/000	00/00/25	00/00
REVISION					
DATE	SURVEYOR	REV. BY	COMMENTS		

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Coastal

Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
966 Candlelight Blvd.
Brooksville, FL 34601
Office: 352-796-9423
3703 East Forest Drive
Inverness, FL 34453
352-344-2016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR PARCEL 100.20B
NOT A BOUNDARY SURVEY
SECTION 13, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
MOHSEN DESIGN GROUP

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 8028
DATE SIGNED
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR HARD COPIES OR DIGITIZED SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES
Page 65 of 490

EXHIBIT B

AIRPORT USE AGREEMENT ADDENDUM



Butler Manufacturing
a division of BlueScope Buildings North America Inc.

BASIC BUILDING INSTALLATION GUIDE 3586
MR-24 ROOF INSTALLATION GUIDE 4797
BUTLER'S II ROOF AND WALL INSTALLATION GUIDE 5451
ROOF OWNERS MAINTENANCE 5038

Drawing Index	
Drawing Title	Pages
Cover Sheet	
Codes and Loads	
Notes	
Anchor Rod Plan	
Primary Structural	
Secondary Structural	
Covering	
Special Drawings	
Standard Erection Details	
Planograph Details	

Drawing Release History		
Type	Date	

EXHIBIT
C

General Notes

ASTM Designation

Materials

3 Plate Welded Sections
Cold Formed Light Gage Shapes
Brace Rods
Hot Rolled Mill Shapes
Hot Rolled Angles
Hollow Structural Section (HSS)
Cladding

A529, A572, A1011, A1018
A563, A1011
A572, A510
A36, A529, A572, A588, A992
A529, A572, A588, A992
A500
A563, A792

Grade 55
Grade 60
Grade 50
Grade 36 or 50
Grade 50
Grade B
Grade 50 or Grade 80

High Strength Bolt Tightening Requirements

It is the responsibility of the erector to ensure proper bolt tightness in accordance with applicable regulations. See RCSC specification for structural joints using high strength bolts for more information. See erection guide for bolt tightening instructions. The following criteria may be used to determine the bolt tightness (i.e.-snug tight or pre-tension) unless required otherwise by local jurisdiction or contract.

All A490 bolts shall be "pre-tensioned". A325 bolts in primary framing and bracing connections may be "snug-tight" except as follows;

Pre-tension A325 bolts if building supports a crane greater than 5 ton capacity.

Pre-tension A325 bolts if building supports machinery that create vibration, impact, or stress reversals on connections.

Pre-tension A325 bolts if located in high seismic areas. For IBC based codes; high seismic is design category D, E or F. See codes and loads section below for details.

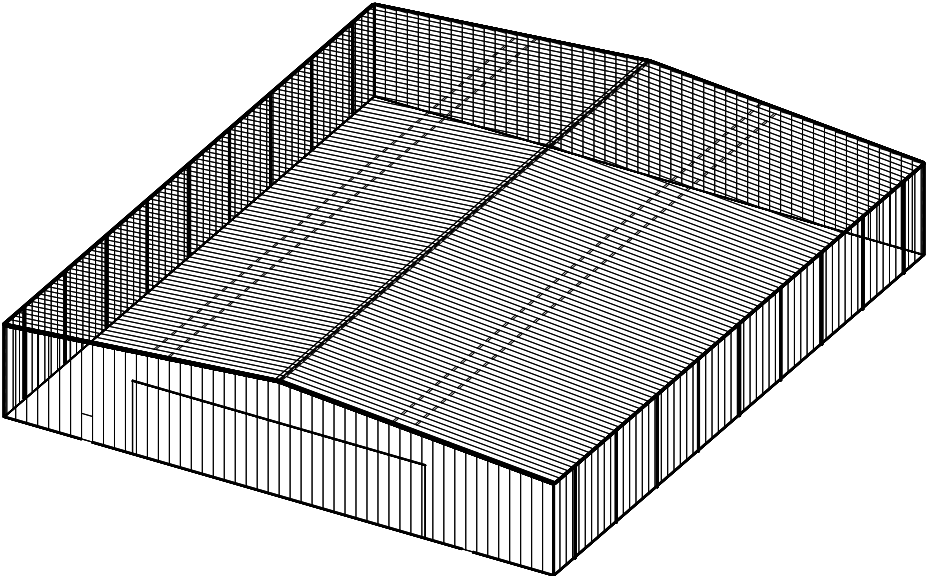
Pre-tension any connection with designation A325-SC. Slip critical (SC) connections must be free of paint, oil or other materials that reduce friction at contact surfaces. Galvanized or lightly rusted surfaces are acceptable.

In Canada, all A325 and A490 bolts shall be "pre-tensioned", except for secondary members and flange braces.

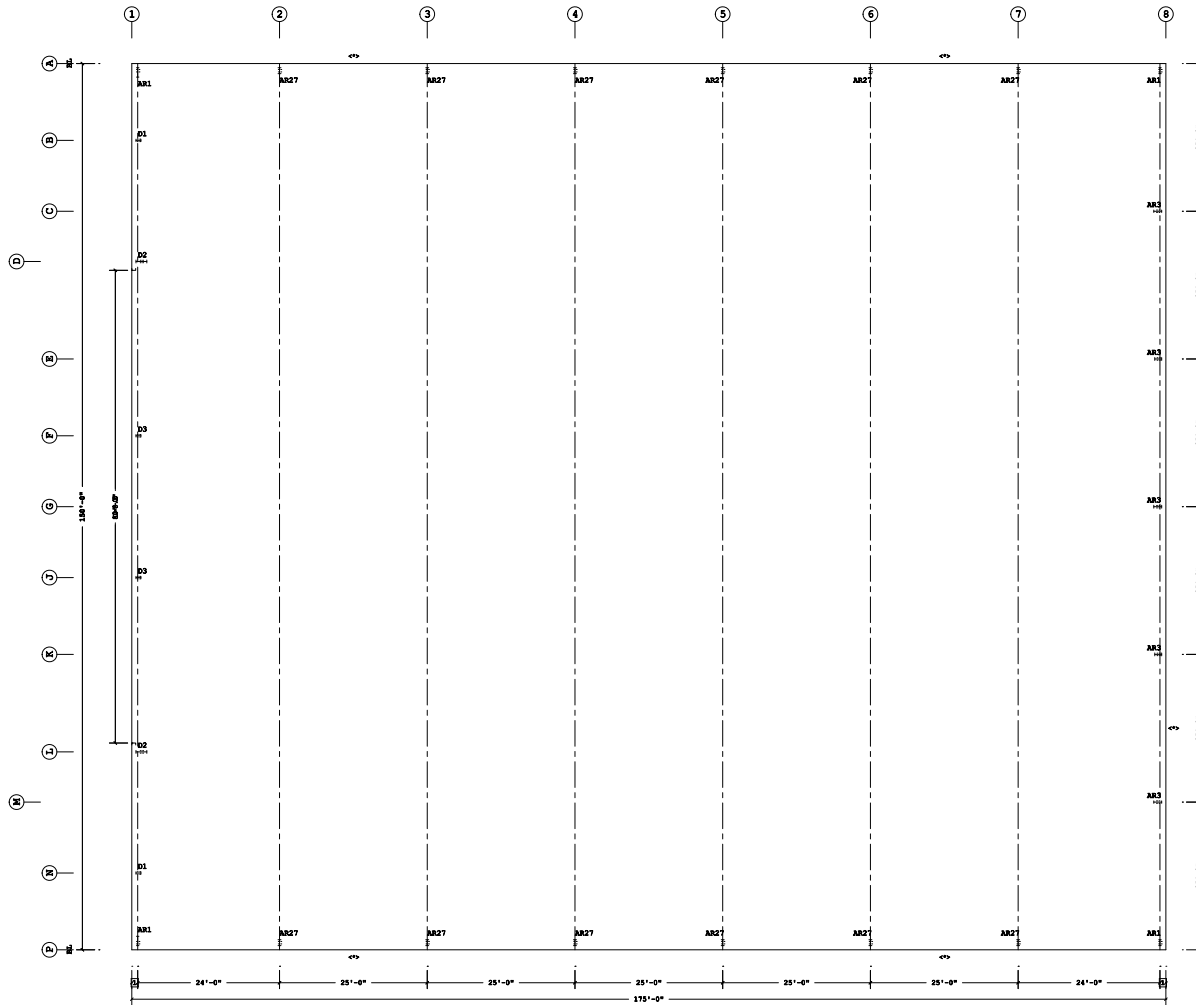
Secondary members and flange brace connections are always "snug tight", unless indicated otherwise in erection drawing details.

Inspection and Testing

Special inspections and testing required by Authority Having Jurisdiction (AHJ) during construction and/or steel fabrication is the responsibility of the owner or owners authorized agent. When required, the owner shall employ a Quality Assurance Agency (QAA) approved by the AHJ. The builder is responsible to coordinate between the QAA firm and BBNA Fabrication Facilities. The type and extent of special inspections and NDT weld testing must be specifically stipulated in contract documents or BBNA will assume special inspections and/or NDT testing are waived as permitted by the building code based on BBNA facilities IAS AC472 accreditation.



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						Builder: HURST CONSTRUCTION, LLC		 Page 67 of 490	Job #: Date: 3/19/2025 Drawn/Checked: Project: Builder's P.O.R:
						Customer:			
						Location: Zephyrhills, Florida			
						Project: 150x175			
						Builder's P.O.R: 25.1.8			



ANCHOR ROD PLAN

Anchor Bolt Qty	
Qty	Bolt Diam
60	3/4"
48	1 1/4"

1 1'-0"
Dimension Key

Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)

↔ The building is designed with bracing diagonals in the designated bays. Column base reactions, base plates and anchor rods are affected by this bracing and diagonals may not be relocated without consulting the building suppliers engineer.

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D			Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		ANCHOR ROD PLAN		
Rev:	Date:	By:	Description:	Builder:	HURST CONSTRUCTION, LLC	 Page 68 of 490 VPC Version: 25.1.8	Job #:
				Customer:			Date:
				Location:	Zephyrhills, Florida		3/19/2025
				Project:	150x175		Drawn/Checked:
Drawing Scale:			NTS		Builder's POR:		490'

AR1 (4) 3/4" Dia. Max Plate W=8", L=1'-8", Min Thk=3/8" Dim: A=1'-0" Elev.=100'-0"	AR3 (4) 3/4" Dia. Max Plate W=8", L=1'-5", Min Thk=3/8" Dim: A=1'-0" Elev.=100'-0"	AR27 (4) 1 1/4" Dia. Max Plate W=9", L=1'-1", Min Thk=3/8" Dim: A=1'-0" Elev.=100'-0"	D1 (4) 3/4" Dia. Max Plate W=8", L=11", Min Thk=3/8" Dim: A=11" Gage=5" Pitch=5" Edge Out=3" Elev.=100'-0"	D2 (4) 3/4" Dia. Max Plate W=8", L=1'-11", Min Thk=3/8" Dim: A=1'-5" Gage=5" Pitch=5" Edge Out=5" Elev.=100'-0"	D3 (4) 3/4" Dia. Max Plate W=8", L=11", Min Thk=3/8" Dim: A=11" Gage=5" Pitch=5" Edge Out=3" Elev.=120'-0"	THE 4" PROJECTION ABOVE THE BOTTOM OF THE BASE PLATE IS A SUGGESTED MINIMUM TO PERMIT ADEQUATE ANCHOR ROD LENGTH. A DIFFERENT PROJECTION MAY BE REQUIRED BY THE FOUNDATION DESIGNER. THE ANCHOR ROD PROJECTION MAY NEED TO BE CUT OFF IF THERE IS INTERFERENCE WITH OTHER PARTS. SUGGESTED ANCHOR ROD PROJECTION	NOTE: 1" (25mm) PROJECTION ABOVE BOTTOM OF JAMB CLIP SEE PLAN FOR JAMB SIZES: J = SIZE JAMB 'EQ.' VALUES: 7 EQ = 2" (51mm), 8 EQ = 2 1/4" (64mm) 16 EQ = 3 1/2" (89mm), 14 EQ = 4 1/4" (109mm) FRAMED OPENING DETAIL	STD = 1/2" (13mm) FLUSH = 0" (0mm) TYPICAL COLUMN BASE PLATE DETAIL	

1. ANCHOR RODS, NUTS, HARDENED WASHERS AND ANY OTHER MISCELLANEOUS ITEMS ARE TO BE FURNISHED BY CONTRACTOR.

2. ANCHOR ROD DIMENSIONS WERE DETERMINED BY ALLOWABLE BENDING AND TENSION FOR ANCHOR PROJECTIONS (PROVIDED) WITH THE BRIDGE BE ANCHOR ROD LENGTH, EFFECTS OF TRANSFERRED FORCES FROM ANCHOR RODS TO FOOTINGS ARE TO BE DETERMINED BY OTHERS.

3. BUILDING OTHERWISE SPECIFIED ANCHOR RODS ARE DESIGNED AND DETAILED AS "CAST-IN-PLACE" ANCHOR RODS WITH "BUILT-TIGHT" CONNECTIONS.

4. FOUNDATION BUILT BE LEVEL, SQUARE AND SMOOTH. ANCHOR RODS MUST BE ACCURATELY PLACED AS SHOWN ON THE DRAWING OR STEEL, WALL, ETC. THE BUILDING IS RESPONSIBLE FOR ACCURATE PLACEMENT OF ANCHOR RODS PER PLAN AND CODE OF STANDARD PRACTICE, AND 74. CONNECTIONS ARE REINFORCED BARS.

5. CENTERS OF ANY TWO ARE WITHIN A COLUMN BASE GROUP: ±1/4"

6. TOP OF ANCHOR ±1/4"

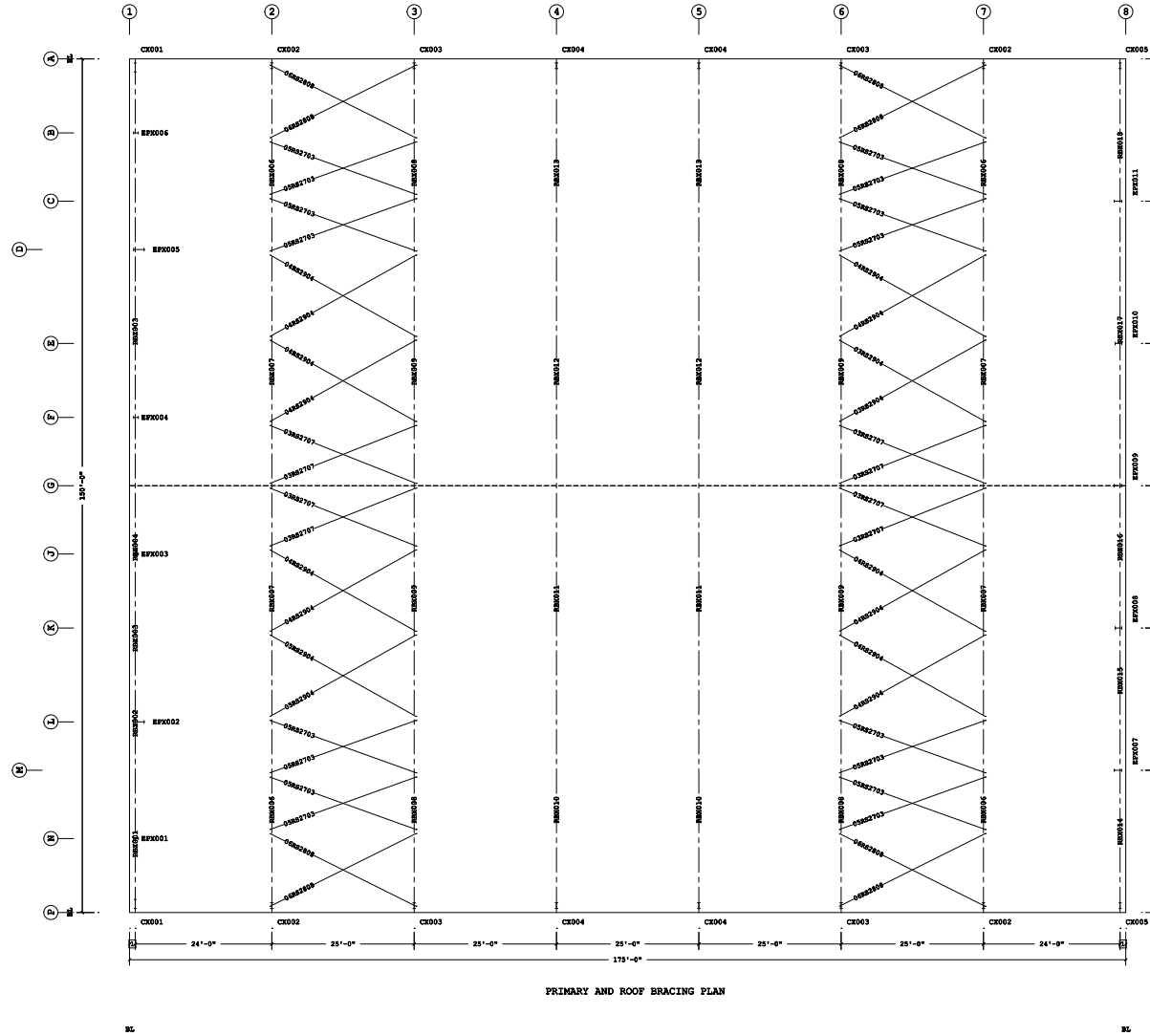
7. ACCUMULATED ONE BETWEEN CENTERS OF ALL GROUPS ALONG COLUMN LINE ±1/4" PER GROUP, NOT TO EXCEED 1" TOTAL.

8. USE TOP CENTER OF ANY ANCHOR GROUP FROM COLUMN LINE ±1/4"

9. EXISTING LOADS AND REACTIONS ARE FURNISHED IN THE REACTIONS REPORT.

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Rev:	Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102																																																
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Bracing Part Schedule				
Part	Qty	Length	Detail	
03RS2707	8	27'-7"	BR01G2	
04RS2904	12	29'-4"	BR01G2	
05RS2904	2	29'-4"	BR01G2	
05RS2703	16	27'-3"	BR01G2	
06RS2608	8	26'-8"	BR01G2	
03RS2904	2	29'-4"	BR01G2	



1. Use 1/2 x 1 1/2 A325T Bolt (40000) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plates need not be located on the same side of the web as the hillside washer.

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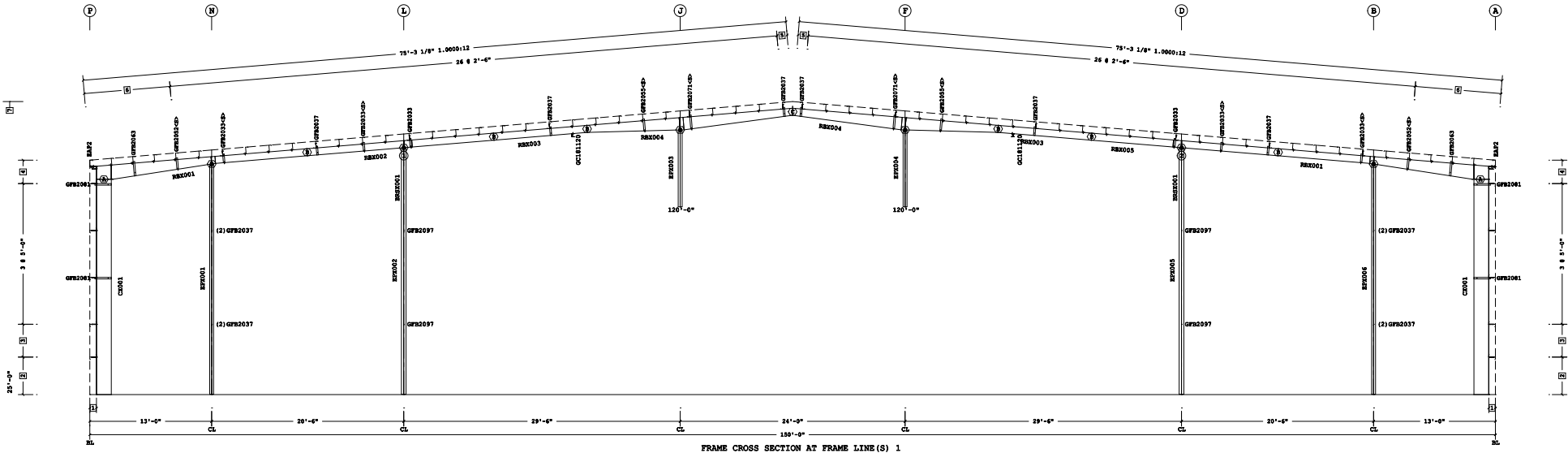
D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		PRIMARY AND ROOF BRACING PLAN	
Rev:	Date:	By:	Description:	Builder:	HURST CONSTRUCTION, LLC		
				Customer:	Zephyrhills, Florida		
				Project:	150x175		
				Builder's POR:			
Drawing Scale: NTS				Page 70 of 490			
3/18/2025 10:16:19				a division of BlueScope Buildings North America, Inc.			

Frame Member Schedule									
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2	Approx.Lgth	Approx.Weight	Detail
CK001	1	5.0000	.1875	.1345	1'-7"	1'-7"	22'-11 1/2"	378#	
RBK001	2	5.0000	.1875	.1345	1'-6"	9"	23'-2 5/8"	275#	
RBK002	3	5.0000	.1345	.1345	9"	9"			
RBK002	4-5	5.0000	.1875	.1345	9"	9"	19'-11 3/4"	223#	
RBK003	6	5.0000	.1345	.1345	9"	9"	10'-0"	99#	
RBK004	7	5.0000	.1875	.1345	9"	1'-4"	22'-0 1/2"	282#	
8	5.0000	.1875	.1345	1'-4"	9"				
RBK004	9	5.0000	.1875	.1345	1'-4"	9"	22'-0 1/2"	282#	
10	5.0000	.1875	.1345	9"	1'-4"	9"			
RBK003	11	5.0000	.1345	.1345	9"	9"	10'-0"	99#	
RBK005	12-13	5.0000	.1875	.1345	9"	9"	19'-11 3/4"	223#	
RBK001	14	5.0000	.1345	.1345	9"	9"	23'-2 5/8"	275#	
15	5.0000	.1875	.1345	1'-6"	9"				
CK001	16	5.0000	.1875	.1345	1'-7"	1'-7"	22'-11 1/2"	378#	
EPK001	17	5.0000	.2500	.1644	10"	10"	24'-7 1/2"	356#	BR25CA
EPK002	18	6.0000	.2500	.1644	1'-10"	1'-10"	26'-4 3/16"	623#	BR25BD JCP054177
EPK003	19	5.0000	.1345	.1345	10"	10"	8'-2 3/4"	90#	BR25CA
EPK004	20	5.0000	.1345	.1345	10"	10"	8'-2 3/4"	90#	BR25CA
EPK005	21	6.0000	.2500	.1644	1'-10"	1'-10"	26'-4 3/16"	623#	BR25BD JCP054177
EPK006	22	5.0000	.2500	.1644	10"	10"	24'-7 1/2"	356#	BR25CA

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo	
A	8	A325	3/4"	2 1/2"	3/8"	2	2	0097284	
B	4	A325	3/4"	2 1/2"	3/8"	1	1	0097284	
C	6	A325	3/4"	2 1/2"	3/8"	2	1	0097284	
D	4	A325	1/2"	1 1/2"	3/8"	1	1	49080	

<S> - (2) Washers (095872) req'd at Flange Brace to Secondary.

Frame Clearances
Horiz. Clearance between members 1 (CK001) and 16 (CK001): 145'-5"
Vert. Clearance at member 1 (CK001): 22'-11 1/2"
Vert. Clearance at member 16 (CK001): 22'-11 1/2"
Vert. Clearance at member 17 (EPK001): 24'-7 1/8"
Vert. Clearance at member 18 (EPK002): 26'-3 15/16"
Vert. Clearance at member 19 (EPK003): 28'-2 11/16"
Vert. Clearance at member 20 (EPK004): 28'-2 11/16"
Vert. Clearance at member 21 (EPK005): 26'-3 15/16"
Vert. Clearance at member 22 (EPK006): 24'-7 1/8"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



FRAME CROSS SECTION AT FRAME LINE (S) 1

- 7 31'-3" Ridge Ht.
- 6 4 # 2'-3 9/16"
- 5 1'-1"
- 4 2'-6"
- 3 3'-6"
- 2 4'-0"
- 1 8 1/2"

2 (1) JCP054177
1 (1) JCP054177

□ Dimension Key ○ Part Key

1. Use 1/2 x 1 1/2 A325T Bolt (49080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.

2. Slot reinforcement plates need not be located on the same side of the web as the hillside washer.

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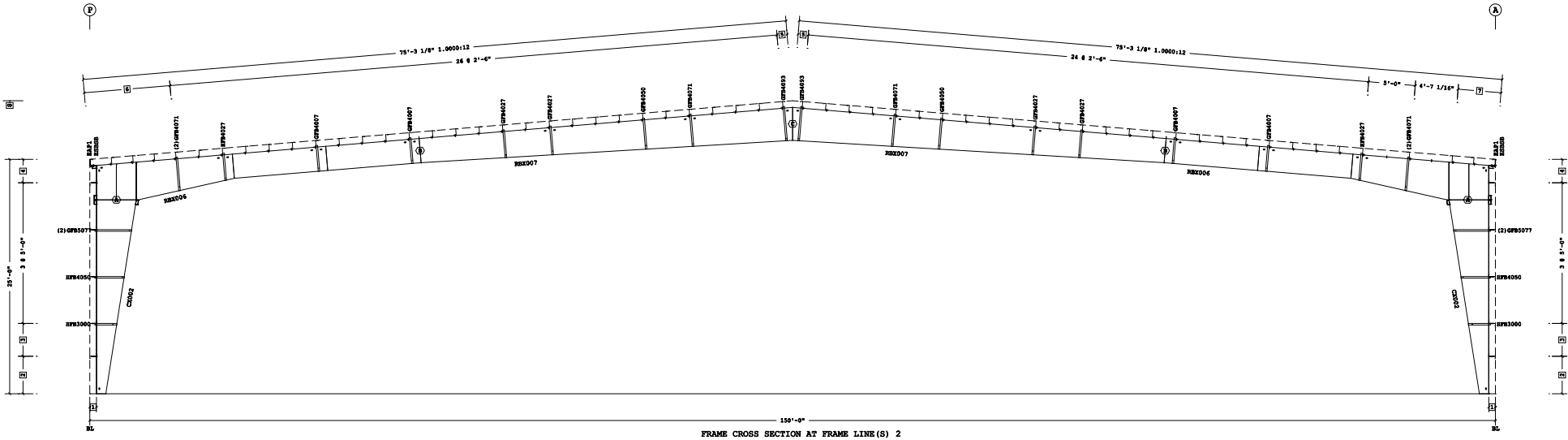
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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 1	
Rev:	Date:	By:	Description:	Subcontractor:	HURST CONSTRUCTION, LLC		Job #:
				Customer:	Zephyrhills, Florida		Date: 3/19/2025
				Project:	150x175		Drawn/Checked: 490'
				Butler's P.O.R.:	25.1.a		Page: 74 of 149
Drawing Scale: NTS				a division of BlueScope Buildings North America, Inc.			

Frame Member Schedule						
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2
CK002	1	6.0000	.6250	.2500	1'-0"	4'-3"
RBX006	2	8.0000	.5000	.2500	4'-0"	2'-7"
	3	8.0000	.5000	.1875	2'-7"	2'-7"
	4	8.0000	.3750	.1644	2'-7"	2'-7"
RBX007	5	6.0000	.6250	.1875	2'-7"	3'-6"
RBX007	6	6.0000	.6250	.1875	2'-7"	3'-6"
RBX006	7	8.0000	.3750	.1644	2'-7"	2'-7"
	8	8.0000	.5000	.1875	2'-7"	2'-7"
	9	8.0000	.5000	.2500	4'-0"	2'-7"
CK002	10	6.0000	.6250	.2500	1'-0"	4'-3"
		Approx. Lgth		Approx. Weight		
		20'-8 1/8"		1142#		
		35'-2 7/8"		1942#		
		40'-0"		1984#		
		40'-0"		1984#		
		35'-2 7/8"		1942#		

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo	
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380	
B	8	A325	3/4"	2 1/2"	1/2"	3	1	0097284	
C	16	A325	3/4"	2 1/2"	5/8"	4	4	0097284	

Frame Clearances
Horiz. Clearance between members 1 (CK002) and 10 (CK002): 140'-1"
Vert. Clearance at member 1 (CK002): 20'-8 1/8"
Vert. Clearance at member 10 (CK002): 20'-8 1/8"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



- 8 31'-3" Ridge Ht.
7 2 @ 2'-3 9/16"
6 4 @ 2'-3 9/16"
5 1'-1"
4 2'-6"
3 3'-6"
2 4'-0"
1 8 1/2"

Dimension Key

Shape Name = Building - Shape 1 Wall 4, Frame 2

1. Use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plates need not be located on the same side of the web as the hillside washer.

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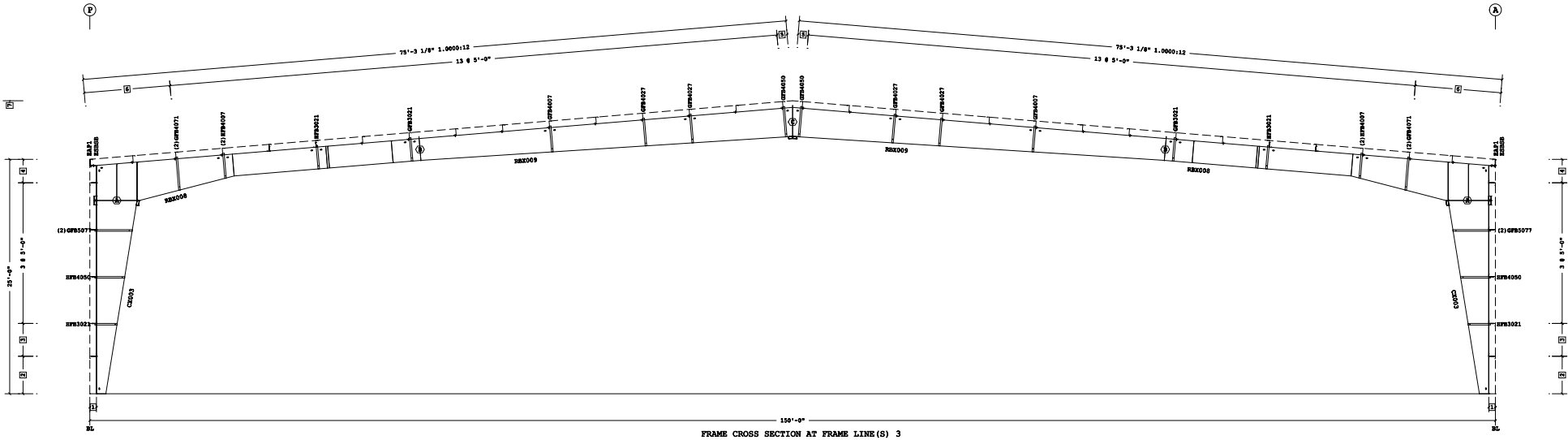
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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 2	
Rev:	Date:	By:	Description:	Sublet:	HURST CONSTRUCTION, LLC		Job #:
				Customer:			Date:
				Location:	Zephyrhills, Florida		3/19/2025
				Project:	150x175		Drawn/Checked:
				Butler's POK:			490'
Drawing Scale: NTS				VPC Version: 25.1.a		Page 72 of 90	
3/19/2025				18:16:16		a division of BlueScope Buildings North America, Inc.	

Frame Member Schedule						
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2
CK003	1	6.0000	.6250	.2500	1'-0"	4'-4"
RBX008	2	8.0000	.6250	.2500	4'-1"	2'-4"
	3	8.0000	.7500	.1644	2'-4"	2'-4"
	4	8.0000	.3750	.1345	2'-4"	2'-4"
RBX009	5	6.0000	.6250	.1875	2'-4"	3'-1"
RBX009	6	6.0000	.6250	.1875	2'-4"	3'-1"
RBX008	7	8.0000	.3750	.1345	2'-4"	2'-4"
	8	8.0000	.7500	.1644	2'-4"	2'-4"
	9	8.0000	.6250	.2500	4'-1"	2'-4"
CK003	10	6.0000	.6250	.2500	1'-0"	4'-4"
		Approx. Lgth		Approx. Weight		
		20'-7 5/16"		1148#		
		35'-2 7/8"		2093#		
		40'-0"		1873#		
		40'-0"		1873#		
		35'-2 7/8"		2093#		

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo	
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380	
B	8	A325	3/4"	2 1/2"	1/2"	2	2	0097284	
C	16	A325	3/4"	2 1/2"	1/2"	4	4	0097284	

Frame Clearances
Horiz. Clearance between members 1 (CK003) and 10 (CK003): 139'-11"
Vert. Clearance at member 1 (CK003): 20'-7 5/16"
Vert. Clearance at member 10 (CK003): 20'-7 5/16"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



- 7 31'-3" Ridge Ht.
6 2 @ 4'-7 1/16"
5 1'-1"
4 2'-6"
3 3'-6"
2 4'-0"
1 8 1/2"

Dimension Key

Shape Name = Building - Shape 1 Wall 4, Frame 3

1. Use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plate need not be located on the same side of the web as the hillside washer.

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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 3	
Rev:	Date:	By:	Description:	Sublet:	HURST CONSTRUCTION, LLC		
				Customer:			
				Location:	Zephyrhills, Florida		
				Project:	150x175		
				Butler's POK:			
Drawing Scale: NTS				Page 73 of 490			
3/18/2025				18:16:18			
a Division of BlueScope Buildings North America, Inc.							

Bolt Connection & Plate Schedule								
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380
B	10	A325	3/4"	2 1/2"	1/2"	3	2	0097284
C	16	A325	3/4"	2 1/2"	1/2"	4	4	0097284
D	8	A325	3/4"	2 1/2"	1/2"	2	2	0097284

7 31'-3" Ridge Ht.
6 2 @ 4'-7 1/16"
5 1'-1"
4 2'-6"
3 3'-6"
2 4'-0"
1 8 1/2"

D	Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102			FRAME CROSS SECTION AT FRAME LINE(S) 4			
	Rev:	Date:	By:	Description:	Supplier: HURST CONSTRUCTION, LLC	Job #:	
					Customer:		Date: 3/19/2025
					Location: Zephyrhills, Florida		Drawn:
					Project: 150x175		Scale: 1/4" = 1'-0"
Drawing Scale: NTS				Supplier's PO#:	Page 1 of 1	Price: 25.18	

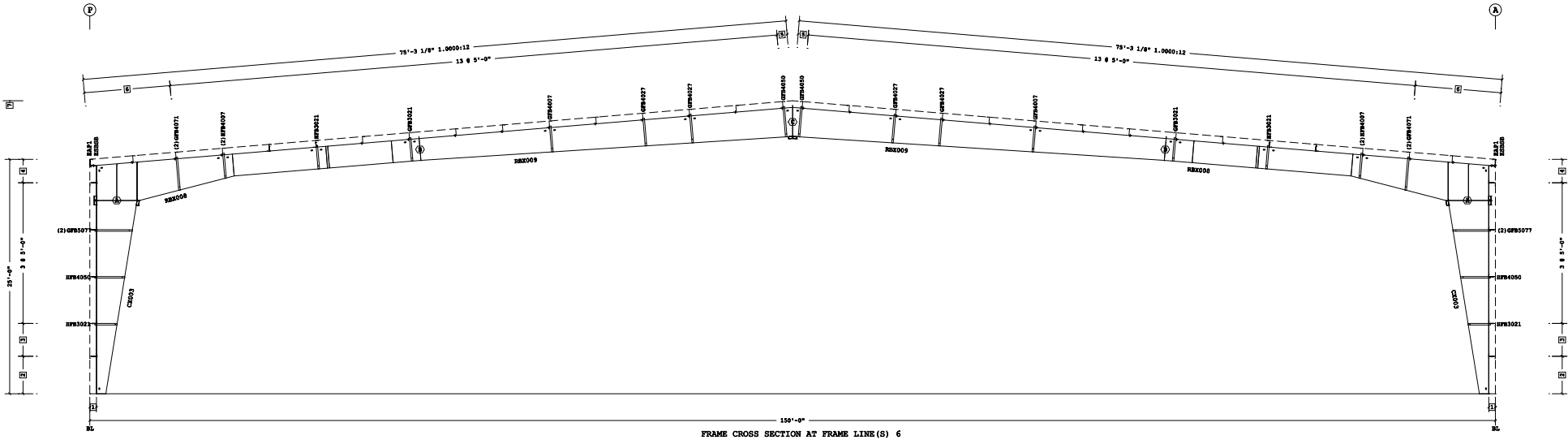
Bolt Connection & Plate Schedule								
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380
B	10	A325	3/4"	2 1/2"	1/2"	3	2	0097284
C	16	A325	3/4"	2 1/2"	1/2"	4	4	0097284
D	8	A325	3/4"	2 1/2"	1/2"	2	2	0097284

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Frame Member Schedule						
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2
CK003	1	6.0000	.6250	.2500	1'-0"	4'-4"
RBX008	2	8.0000	.6250	.2500	4'-1"	2'-4"
	3	8.0000	.7500	.1644	2'-4"	2'-4"
	4	8.0000	.3750	.1345	2'-4"	2'-4"
RBX009	5	6.0000	.6250	.1875	2'-4"	3'-1"
RBX009	6	6.0000	.6250	.1875	2'-4"	3'-1"
RBX008	7	8.0000	.3750	.1345	2'-4"	2'-4"
	8	8.0000	.7500	.1644	2'-4"	2'-4"
	9	8.0000	.6250	.2500	4'-1"	2'-4"
CK003	10	6.0000	.6250	.2500	1'-0"	4'-4"
		Approx. Lgth		Approx. Weight		
		20'-7 5/16"		1148#		
		35'-2 7/8"		2093#		
		40'-0"		1873#		
		40'-0"		1873#		
		35'-2 7/8"		2093#		

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo	
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380	
B	8	A325	3/4"	2 1/2"	1/2"	2	2	0097284	
C	16	A325	3/4"	2 1/2"	1/2"	4	4	0097284	

Frame Clearances
Horiz. Clearance between members 1 (CK003) and 10 (CK003): 139'-11"
Vert. Clearance at member 1 (CK003): 20'-7 5/16"
Vert. Clearance at member 10 (CK003): 20'-7 5/16"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



- 7 31'-3" Ridge Ht.
6 2 @ 4'-7 1/16"
5 1'-1"
4 2'-6"
3 3'-6"
2 4'-0"
1 8 1/2"

Dimension Key

Shape Name = Building - Shape 1 Wall 4, Frame 6

1. Use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plate need not be located on the same side of the web as the hillside washer.

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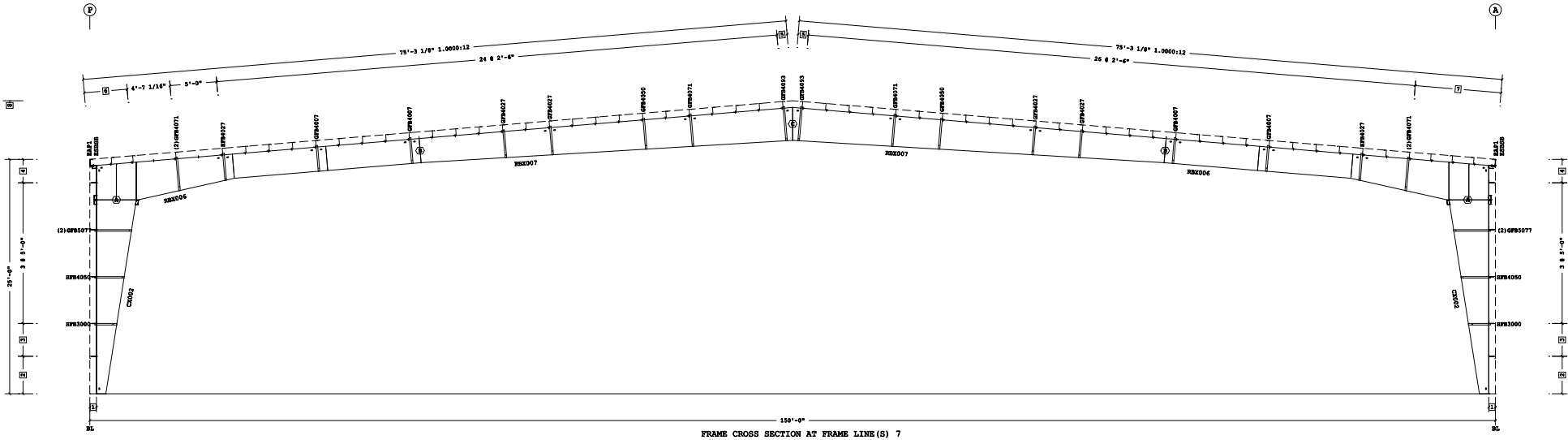
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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 6	
Rev:	Date:	By:	Description:	Sublet:	HURST CONSTRUCTION, LLC		
				Customer:			
				Location:	Zephyrhills, Florida		
				Project:	150x175		
				Butler's POK:			
Drawing Scale: NTS				Page 76 of 490			
3/18/2025				18:14:22			
a Division of BlueScope Buildings North America, Inc.							

Frame Member Schedule						
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2
CK002	1	6.0000	.6250	.2500	1'-0"	4'-3"
RBX006	2	8.0000	.5000	.2500	4'-0"	2'-7"
	3	8.0000	.5000	.1875	2'-7"	2'-7"
	4	8.0000	.3750	.1644	2'-7"	2'-7"
RBX007	5	6.0000	.6250	.1875	2'-7"	3'-6"
RBX007	6	6.0000	.6250	.1875	2'-7"	3'-6"
RBX006	7	8.0000	.3750	.1644	2'-7"	2'-7"
	8	8.0000	.5000	.1875	2'-7"	2'-7"
	9	8.0000	.5000	.2500	4'-0"	2'-7"
CK002	10	6.0000	.6250	.2500	1'-0"	4'-3"
		Approx. Lgth		Approx. Weight		
		20'-8 1/8"		1142#		
		35'-2 7/8"		1942#		
		40'-0"		1984#		
		40'-0"		1984#		
		35'-2 7/8"		1942#		

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	PartNo	
A	16	A325	7/8"	3 1/2"	5/8"	4	4	0097380	
B	8	A325	3/4"	2 1/2"	1/2"	3	1	0097284	
C	16	A325	3/4"	2 1/2"	5/8"	4	4	0097284	

Frame Clearances
Horiz. Clearance between members 1 (CK002) and 10 (CK002): 140'-1"
Vert. Clearance at member 1 (CK002): 20'-8 1/8"
Vert. Clearance at member 10 (CK002): 20'-8 1/8"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



- 8 31'-3" Ridge Ht.
7 4 @ 2'-3 9/16"
6 2 @ 2'-3 9/16"
5 1'-1"
4 2'-6"
3 3'-6"
2 4'-0"
1 8 1/2"

□ Dimension Key

Shape Name = Building - Shape 1 Wall 4, Frame 7

1. Use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plates need not be located on the same side of the web as the hillside washer.

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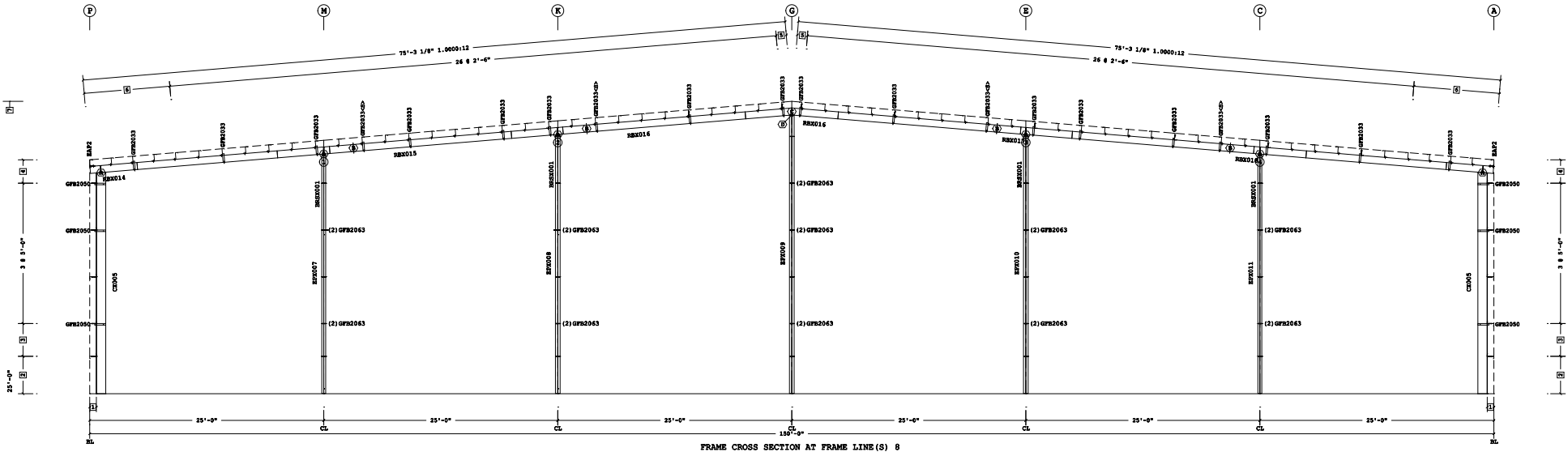
D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 7	
Rev:	Date:	By:	Description:	Sublet:	HURST CONSTRUCTION, LLC	 Page 77 of 490 VPC Version: 25.1.a	Job #: 3/19/2025 Date: 3/19/2025 Drawing Check: 490'
				Customer:			
				Location:	Zephyrhills, Florida		
				Project:	150x175		
Drawing Scale: NTS				Butler's PQR:			

Frame Member Schedule									
Part	Mem	Width	Thick	WebThk.	Depth1	Depth2	Approx.Lgth	Approx.Weight	Detail
CK005	1	5.0000	.1345	.1345	1'-0"	1'-0"	23'-8 1/8"	260#	
RBX014	2-5	5.0000	.1875	.1345	9"	9"	28'-2 5/8"	301#	
RBX015	6-8	5.0000	.1875	.1345	9"	9"	25'-0"	271#	
RBX016	9-10	5.0000	.1875	.1345	9"	9"	22'-0 1/4"	242#	
RBX016	11-12	5.0000	.1875	.1345	9"	9"	22'-0 1/4"	242#	
RBX017	13-15	5.0000	.1875	.1345	9"	9"	25'-0"	273#	
RBX018	16-19	5.0000	.1875	.1345	9"	9"	28'-2 5/8"	303#	
CK005	20	5.0000	.1345	.1345	1'-0"	1'-0"	23'-8 1/8"	260#	
EPX007	21	5.0000	.2500	.1345	1'-4"	1'-4"	25'-7 5/8"	433#	BR25BD JCP053117
EPX008	22	6.0000	.2500	.1345	1'-2"	1'-2"	27'-8 11/16"	489#	BR25BD JCP053097
EPX009	23	6.0000	.2500	.1345	1'-4"	1'-4"	29'-9 7/16"	543#	
EPX010	24	6.0000	.2500	.1345	1'-2"	1'-2"	27'-8 11/16"	485#	BR25BD JCP053097
EPX011	25	5.0000	.2500	.1345	1'-4"	1'-4"	25'-7 5/8"	430#	BR25BD JCP053117

Bolt Connection & Plate Schedule									
Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thick.	Rows Out	Rows In	Washer	PartNo
A	4	A325	1/2"	1 1/2"	3/8"	1	1		49080
B	8	A325	1/2"	1 1/2"	1/4"	2	2		49080
C	8	A325	1/2"	2"	1/2"	2	2		0097280
D	4	A325	1/2"	1 1/2"	3/8"	1	1	Yes	49080

<S> - (2) Washers (095872) req'd at Flange Brace to Secondary.

Frame Clearances
Horiz. Clearance between members 1 (CK005) and 20 (CK005): 146'-7"
Vert. Clearance at member 1 (CK005): 23'-8 1/8"
Vert. Clearance at member 20 (CK005): 23'-8 1/8"
Vert. Clearance at member 21 (EPX007): 25'-7 7/16"
Vert. Clearance at member 22 (EPX008): 27'-8 7/16"
Vert. Clearance at member 23 (EPX009): 29'-9 7/16"
Vert. Clearance at member 24 (EPX010): 27'-8 7/16"
Vert. Clearance at member 25 (EPX011): 25'-7 7/16"
Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



- 7 31'-3" Ridge Ht.
6 4 @ 2'-3 9/16"
5 1'-1"
4 2'-6" 4 (1) JCP053117
3 3'-6" 3 (1) JCP053097
2 4'-0" 2 (1) JCP053097
1 8 1/2" 1 (1) JCP053117

□ Dimension Key ○ Part Key

Shape Name = Building - Shape 1 Wall 4, Frame 8

1. Use 1/2 x 1 1/2 A325T Bolt (49080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections, secondary clip connections, and flange brace connections, unless noted otherwise.
2. Slot reinforcement plate need not be located on the same side of the web as the hillside washer.

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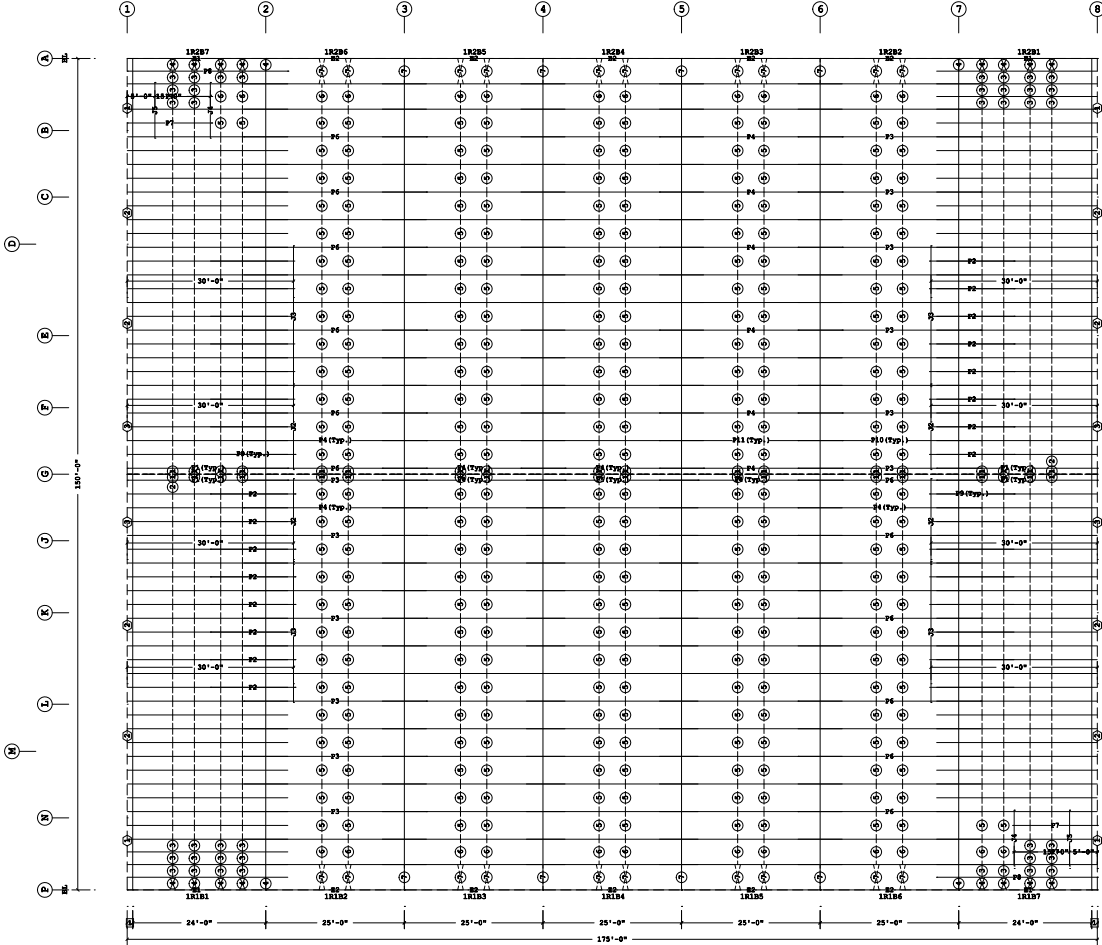
D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		FRAME CROSS SECTION AT FRAME LINE(S) 8	
Rev:	Date:	By:	Description:	Subcontractor:	HURST CONSTRUCTION, LLC	Job #:	
				Customer:		Date:	3/19/2025
				Location:	Zephyrhills, Florida	Drawn/Checked:	490'
				Project:	150x175	Page:	78 of 490'
				Butler's P.O.R.:		VPC Version:	25.1.a
Drawing Scale: NTS				a division of BlueScope Buildings North America, Inc.			

Secondary Part Schedule					Detail
Mark	Part	Thick.	Depth	Lap	
E1	08E2411411ADB31	0.1130	8 1/2"		RS12PF, RS12PE, RS12PJ
E2	08E2411411DDB31	0.1130	8 1/2"		RS12PA, RS12PJ
J2	00308JS1506017	0.0600	8 1/2"		
J3	00408JS2506017	0.0600	8 1/2"		
J4	00608JS1001117	0.0600	8 1/2"		
J5	00508JS100111#	0.0600	8 1/2"		
P1	08E2811413A5B3	0.0980	8 1/2"	3'-10 1/2"	RS02TI, RS11SB, RS01TI
P10	08E321141555B2	0.0730	8 1/2"	3'-10 1/2"	RS01TI
P11	08E321141755B2	0.0600	8 1/2"	3'-10 1/2"	RS01TI
P2	00608ZS1502617A3	0.0600	8 1/2"	3'-10 1/2"	RS11SB, RS01TI, BR09HF
P3	08E321141255B2	0.0980	8 1/2"	3'-10 1/2"	RS01TI
P4	08E321141655B2	0.0680	8 1/2"	3'-10 1/2"	RS01TI
P5	08E301141644B2	0.0680	8 1/2"	2'-10 1/2"	RS01TI
P6	08E321141355B2	0.0980	8 1/2"	3'-10 1/2"	RS01TI
P7	00708ZS1502617A3	0.0600	8 1/2"	3'-10 1/2"	RS02TI, BR09HF
P8	00808ZS2811413B3	0.0980	8 1/2"	3'-10 1/2"	RS02TI, RS11SB, RS01TI
P9	00908ZS1502617A2	0.0600	8 1/2"	3'-10 1/2"	RS11SB, RS01TI

Part Mark Key	
1	001SGA17105
2	001SGA19114
3	001SGA17034

Secondary Bracing Schedule				Spacing
Id	Cty	Mark No		
1	36	CFBA0010510	1'-1"	2'-0"
2	408	CFBA0207008 (Pyp.)	2'-0"	2'-3 9/16"
3	40	CFBA0005002	2'-3 9/16"	2'-3 9/16"
4	36	FBA0207	2'-3 9/16"	2'-3 9/16"
5	264	CFBA0001008	3'-0"	3'-0"
6	24	CFBA0003010	4'-7 1/16"	4'-7 1/16"
7	48	FBA0411	4'-7 1/16"	4'-7 1/16"

See SDD
BR09PF, BR09RT, BR09RS, BR09SZ, BR09TF, BR09TH, BR09TN, BR09XS, BR09XZ



ROOF SECONDARY PLAN

1	1'-0"
	Dimension Key

Shape Name = Building - Shape 1

- Unless noted, use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections.
- Flange Braces are an integral part of the stability of the structural system and must be properly installed prior to erection of wall and roof sheels.
- Removal or alteration of any component is prohibited.

The Butler Mfg. Engineer's seal applies only to the work product of Butler Mfg. and design and performance requirements specified by Butler. The Butler Mfg. Engineer's seal does not apply to the performance or design of any other product or component furnished by Butler except to any design or performance requirements specified by Butler.

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The general contractor and/or erector is solely responsible for accurate good quality workmanship in erecting this building in accordance with this drawing, details referenced in this drawing, all applicable Butler Mfg. erection guides, and industry standards pertaining to proper erection, including the correct use of temporary bracing.

Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102			
Rev.	Date:	By:	Description:
Drawing Scale: NTS			

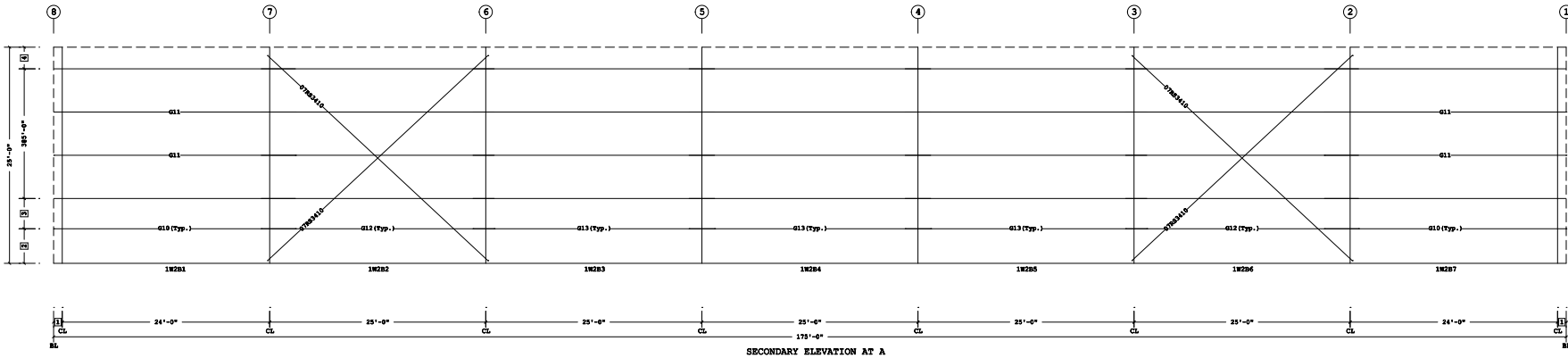
ROOF SECONDARY PLAN

Builder:	HURST CONSTRUCTION, LLC
Customer:	
Location:	Zephyrhills, Florida
Project:	150x175
Builder's POK:	



Job #:	3/19/2025
Drawn/Checked:	
Page:	79 of 490

Secondary Part Schedule					
Mark	Part	Thick.	Depth	Lap	Detail
G10	0822711416M400	0.0680	8 1/2"	2'-10 1/2"	WS12A2, WSR065, WS01G3
G11	0822711415M400	0.0730	8 1/2"	2'-10 1/2"	WS12A2, WSR065, WS01G3
G12	08226114171100	0.0600	8 1/2"	10 1/2"	WSR065, WS01G3
G13	08227114172200	0.0600	8 1/2"	1'-4 1/2"	WSR065, WS01G3



Bracing Part Schedule			
Part	Qty	Length	Detail
07RS3410	4	34'-10"	BR0162

- 4 2'-6"
- 3 3'-6"
- 2 4'-0"
- 1 1'-0"

Dimension Key

Shape Name = Building - Shape 1, Wall = 2

- Unless noted, use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections.
- Flange Braces are an integral part of the stability of the structural system and must be properly installed prior to erection of wall and roof sheeta.
- Removal or alteration of any component is prohibited.

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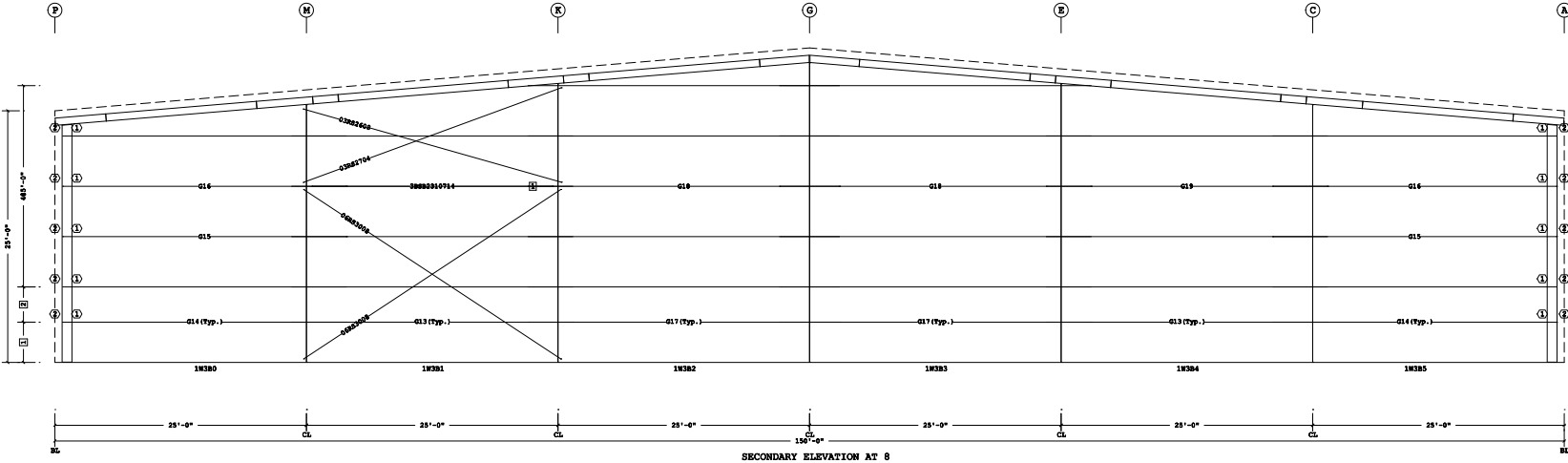
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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		SECONDARY ELEVATION AT A	
Rev:	Date:	By:	Description:	Builder:	HURST CONSTRUCTION, LLC		Job #:
				Customer:			Date:
				Location:	Zephyrhills, Florida		3/19/2025
				Project:	150x175		Drawn/Checked:
				Builder's P.O.R.:			Page:
Drawing Scale:				NTS		VPC Version: 25.1.8	
3/19/2025				10:14:28		a division of BlueScope Buildings North America, Inc.	

Secondary Part Schedule					
Mark	Part	Thick.	Depth	Lap	Detail
G13	08227114172200	0.0600	8 1/2"	1'-4 1/2"	WSR065, WSO1G3
G14	08228024160500	0.0680	8 1/2"	3'-10 1/2"	WS12A2, WSR065, WSO1G3
G15	08228024140500	0.0790	8 1/2"	3'-10 1/2"	WS12A2, WSR065, WSO1G3
G16	08228024110500	0.1130	8 1/2"	3'-10 1/2"	WS12A2, WSR065, WSO1G3
G17	08230114174400	0.0600	8 1/2"	2'-10 1/2"	WSR065, WSO1G3
G18	08230114154400	0.0730	8 1/2"	2'-10 1/2"	WSR065, WSO1G3
G19	08227114162200	0.0680	8 1/2"	1'-4 1/2"	WSR065, WSO1G3

Rod, Strut, and Misc. Connection Bolts					
I	Qty	Grade	Bolt Diam.	Bolt Length	PartNo
1	2	A325	3/4"	2 1/2"	0097284

Bracing Part Schedule				
Part	Qty	Length	Detail	
3BSB2310714	1	24'-4 7/8"	BR1531	
06RS3008	2	30'-8"	BR01G2	
03RS2704	1	27'-4"	BR01G2	
03RS2608	1	26'-8"	BR01G2	



2	3'-6"	2	GFA106
1	4'-0"	1	VCC07003090

□ Dimension Key ○ Part Mark Key

Shape Name = Building - Shape 1, Wall = 3

- Unless noted, use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections.
- Flange Braces are an integral part of the stability of the structural system and must be properly installed prior to erection of wall and roof sheels.
- Removal or alteration of any component is prohibited.

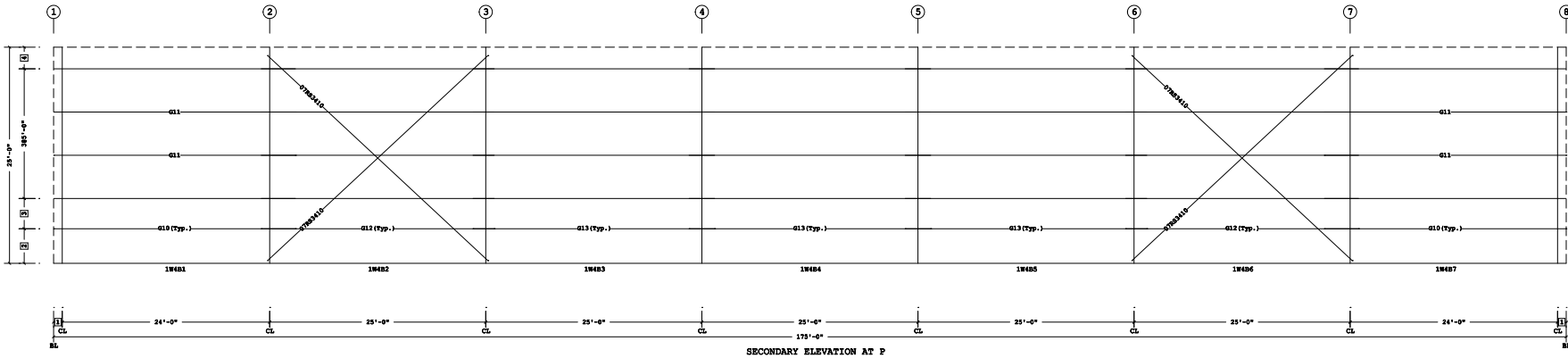
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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		SECONDARY ELEVATION AT 8	
Rev:	Date:	By:	Description:	Builder:	HURST CONSTRUCTION, LLC		Job #:
				Customer:			Date:
				Location:	Zephyrhills, Florida		3/19/2025
				Project:	150x175		Drawing Check:
				Builder's POR:			490'
Drawing Scale:				NTS		VPC Version: 25.1.8	

Secondary Part Schedule					
Mark	Part	Thick.	Depth	Lap	Detail
G10	0822711416M400	0.0680	8 1/2"	2'-10 1/2"	WS12A2, WSR065, WS01G3
G11	0822711415M400	0.0730	8 1/2"	2'-10 1/2"	WS12A2, WSR065, WS01G3
G12	08226114171100	0.0600	8 1/2"	10 1/2"	WSR065, WS01G3
G13	08227114172200	0.0600	8 1/2"	1'-4 1/2"	WSR065, WS01G3



Bracing Part Schedule			
Part	Qty	Length	Detail
07RS3410	4	34'-10"	BR0162

- 4 2'-6"
- 3 3'-6"
- 2 4'-0"
- 1 1'-0"

☐ Dimension Key

Shape Name = Building - Shape 1, Wall = 4

- Unless noted, use 1/2 x 1 1/2 A325T Bolt (40080) and Nut (47120) w/o washers. Snug tighten bolts for all secondary connections.
- Flange Braces are an integral part of the stability of the structural system and must be properly installed prior to erection of wall and roof sheels.
- Removal or alteration of any component is prohibited.

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D				Butler Manufacturing 1540 Genessee St. Kansas City, MO 64102		SECONDARY ELEVATION AT P	
Rev:	Date:	By:	Description:	Builder:	HURST CONSTRUCTION, LLC		Job #:
				Customer:			Date:
				Location:	Zephyrhills, Florida		3/19/2025
				Project:	150x175		Drawn/Check:
				Builder's P.O.R:			490'
Drawing Scale:				NTS		VPC Version: 25.1.8	
3/19/2025				15:14:21		a division of BlueScope Buildings North America, Inc.	

EXHIBIT D

CONSTRUCTION OF IMPROVEMENTS

1. Prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Premises, Lessee must obtain the approval of the Airport Manager, which he or she may grant or withhold in his or her reasonable discretion within a reasonable period of time after receipt of Lessee's request for the same. Lessee shall submit the preliminary plans and specifications (prepared in accordance with the Airport Design Guidelines and under the seal of a duly licensed architect or engineer) to City for its approval (the "Plans"), in accordance with the approval process reasonably prescribed by City in writing not later than the date of execution of this Lease. No construction of any type shall commence prior to Lessee's receipt of: (i) City's written approval of the Plans, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) a notice to proceed from the City, which notice shall not be unreasonably withheld, conditioned or delayed.

2. City's approval of any Plans submitted by Lessee shall not constitute the assumption of any liability by City for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Lessee's intended purpose, and Lessee shall be solely responsible for the Plans. City's approval of the Plans shall not constitute a waiver of City's right thereafter to require Lessee, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to the Lessee Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.

3. In the event City (acting reasonably) does not approve the Plans, it shall notify Lessee in writing of the changes required to be made (including reference to those portions of this Lease, the Airport Design Guidelines and the Master Plan forming the basis for disapproval, if applicable, all of which documentation has been or shall be provided to Lessee not later than the date of execution of this Lease), and Lessee shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the City for approval, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Lessee shall obtain, at its expense, all necessary licenses and permits to accomplish its Improvements, and shall pay all applicable impact fees relating thereto. City agrees to cooperate with Lessee at Lessee's expense in obtaining any necessary license and/or permit required to accomplish the Improvements contemplated hereunder. City, at its cost and expense, shall be responsible for any upsizing of utilities capacity necessary to service the Improvements. Lessee shall be responsible for any impact fees or connection or tap fees for connection of utilities service to the Improvements.

5. Once Lessee has commenced construction of any Improvements, such construction shall be pursued diligently to completion, subject to Force Majeure (as hereinafter defined). All Improvements shall be constructed in accordance with the approved Plans, the Airport Design Guidelines, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Within one hundred twenty (120) days after completion of construction of the Improvements, Lessee shall, at its expense, provide City with record

drawings showing the "as built" condition of any Improvements constructed by Lessee, in such format (including, without limitation a CADD format) as the Airport Manager shall reasonably request.

6. Lessee hereby warrants and covenants to City that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances and hereby agrees to indemnify and hold City and the City harmless from and against any and all losses, damages and costs, including reasonable Attorneys' Fees relating to or arising out of any such lien, claim or encumbrance. If any such lien or notice of lien on account of the alleged debt of Lessee shall be filed against the Premises, Lessee's leasehold interest therein or any Improvements, the Lessee shall, within sixty (60) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any Improvements at the Premises, Lessee shall record and post a Notice of Commencement and all applicable payment bonds in accordance with applicable laws. No work hereunder shall be commenced until Lessee or its Contractor provides to City from a company reasonably acceptable to the Executive Director: (i) a surety payment bond and surety performance bond, in amounts equal to the total estimated cost of the work, substantially in forms as attached hereto as Attachments 1 and 2, respectively; and which bonds shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work and which shall guarantee the prompt completion of the work by Lessee in accordance with the Lease and the Plans, and (ii) a policy of builder's risk insurance.

7. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of City, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the City shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the City in the Premises or in this Lease. All persons dealing with the Premises and with Lessee are hereby put on notice that Lessee does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of Lessee or persons dealing by, through or under Lessee, are hereby put on notice that they must look solely to the Lessee and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises.

8. Title to all Improvements now or hereafter constructed by Lessee on the Premises shall remain in Lessee during the Term of the Lease, but such title shall vest in City upon the expiration of the Term of the Lease or upon the sooner lawful termination thereof. Lessee hereby covenants to execute and deliver to City any and all instruments or documents that City reasonably requests to effectively transfer, assign and convey such Improvements in fee to City, free of any liens or encumbrances.

CONSENT ITEMS 1.5

Approval to purchase backflow preventors from Ferguson

Issue:

Request approval to purchase backflow preventors from Ferguson

Background:

The backflow preventors are for our 3/4" water meters. These prevent any backflow into our water system and is an additional step to protect our residents.

Also, these backflow have serial numbers on them so we can track them and a computer program will alert us when they are due for service.

Attachment(s):

1. B585371

Fiscal Impact:

The quote is for \$179,417.70 and is budgeted in the FY26 budget.

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: Craig Pearce
craig.pearce@ferguson.com
Comments:

08:59:11 SEP 26 2025

Page 1 of 1

FEL-TAMPA, FL WATERWORKS #044

Price Quotation

Phone: 813-627-1240

Fax: 813-627-1299

Bid No: B585371
Bid Date: 09/24/25
Quoted By: DCP

Cust Phone: 813-780-0000
Terms: NET 10TH PROX

Customer: CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FL 33542

Ship To: CITY OF ZEPHYRHILLS
39421 S AVENUE
ZEPHYRHILLS, FL 33542

Cust PO#:

Job Name: DUAL CHECK W/PLATE

Item	Description	Quantity	Net Price	UM	Total
FHHS38323NPNL	LF 3/4 MTR x MIP STRT DUAL CHK VLV WITH SERIAL PLATE AGREEMENT # 41-23-17	1890	94.930	EA	179417.70
Net Total:					\$179417.70
Tax:					\$0.00
Freight:					\$0.00
Total:					\$179417.70

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.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=69>

CONSENT ITEMS 1.6

Approval to purchase a 6" Stormwater Pump and hose.

Issue:

In order to quickly mobilize stormwater pumping operations, the public works department requests to purchase a 6" portable pump along with the necessary suction and discharge hose for emergency pumping operations. During Hurricane Milton, public works had to borrow pumps and hose from Pasco County, which caused unnecessary delays.

Background:

The public works department requests to purchase a 6" portable pump along with the necessary suction and discharge hose for emergency pumping operations.

Attachment(s):

1. Atlas Copco Pump Quote PAC F66 KD-S 9-29-25
2. City of ZHills Quote for Hoses for Atlas Copco Pump 9-29-25

Fiscal Impact:

FY26 Capital Budget Gas Tax Funding includes **\$90,000** for both the pump and hose. The total cost of the Pump and Hose as presented is not to exceed **\$85,631.00**.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this purchase as presented.



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE SOURCEWELL CONTRACT

Quote Prepared For:
City of Zephyrhills

9/29/2025

(1) NEW ATLAS COPCO PUMP

CONTRACT DETAILS

Sourcewell
Contract # 020923-PWT
Contract Valid through 4/20/2027

ATLAS COPCO PUMP

PAC F66 KD-S	74 HP FT4 SOUND ATTENUATED SURFACE PUMP	\$95,010
	LESS 35% SOURCEWELL CONTRACT DISCOUNT	<u>(\$33,254)</u>
TOTAL SOURCEWELL TRANSACTION PRICE		\$61,756

TOTAL TRANSACTION PRICE		\$61,756
-------------------------	--	----------

Best regards,

Adam Seybold
Sales Representative



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE SOURCEWELL CONTRACT

Quote Prepared For:
City of Zephyrhills

9/29/2025

(1) NEW ATLAS COPCO PUMP HOSES

CONTRACT DETAILS

Sourcewell
Contract # 020923-PWT
Contract Valid through 4/20/2027

NON-CONTRACT OPTIONS

(10) SUCTION/DISCHARGE HOSE, 6" X 20'	\$7,420
(30) DISCHARGE HOSE, 6" X 50'	\$16,200
(1) 6" MALE BAUER X STRAINER	<u>\$255</u>
TOTAL OF NON-CONTRACT OPTIONS	\$23,875

TOTAL TRANSACTION PRICE	\$23,875
--------------------------------	-----------------

Best regards,

Adam Seybold
Sales Representative
Ring Power Corporation

CONSENT ITEMS 1.7

Approval of Piggyback Agreement **41-25-30** with AEL/Pinellas County Lab Services Contract

Issue:

Request Council Approval to Piggyback upon the AEL/Pinellas County Lab Services Contract

Background:

The city's Water and Wastewater Divisions are required by federal, state, and local laws, rules, etc. to make sure the water they treat and distribute, and the wastewater pumped, treated, and disposed of are in compliance with all regulations.

Many of the necessary requirements are met by continuous sampling and testing. Since the city does not have its own environmental lab, it is imperative to have the samples completed by certified labs.

AEL is a lab we have used for many years and would like to continue.

Attachment(s):

1. Agreement to Piggyback with Advanced Environmental Laboratories_ In(38345665.1)
2. 24-0687-RFP_AEL.Contract.FE(38345555.1)
3. Laboratory_Testing_And_Field_Sampling_Services-
_Water,_Solids,_And_Chemicals_(Addendum_#1_Revision)
4. Addendum_No._1_RFP_24-0687_Laboratory_and_Field_Sampling_Services.FE

Fiscal Impact:

The annual costs for lab services have been approximately \$75,000.00. It fluctuates a little as different sampling events happen in different years.

Staff Recommendation:

It is staff's recommendation to approve the piggyback agreement as presented.

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

THIS AGREEMENT (the “Piggyback Agreement”), made this 8th day of September 2025, between **CITY OF ZEPHYRHILLS** a Florida municipal corporation, having an address of 5335 8th Street, Zephyrhills, FL 33542 (“City), and **ADVANCED ENVIRONMENTAL LABORATORIES, INC.**, a Florida corporation, having an address of 6681 Southpoint Parkway, Jacksonville, FL 32216 (“Contractor”).

WHEREAS, Contractor entered into an Agreement for Laboratory Testing and Field Sampling Services – Water, Solids, and Chemicals with Pinellas County, a political subdivision of Florida ("Pinellas County"), pursuant to Pinellas County Contract #24-0687-RFP, dated September 13, 2021, which was subsequently renewed by Renewal #1, dated February 25, 2025 (collectively, the “Original Agreement”), procured consistent with F.S. §287.057, attached hereto; and

WHEREAS, the City has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured consistent with F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and Pinellas County, Florida for utilization of the same or similar services and pricing.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement.
3. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.
4. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City’s sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
5. Indemnity. Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active

or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

6. Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein

7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

[Remainder of page left blank intentionally. Signature page to follow.]

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

**ADVANCED ENVIRONMENTAL
LABORATORIES, INC.**

CITY OF ZEPHYRHILLS

Printed Name: _____
It's: _____

Charles E. Proctor
City Council President

WITNESS

ATTEST

Printed Name: _____

Ricardo Quinones
City Clerk

AGREEMENT

24-0687-RFP

Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals

This Agreement (the "Agreement" or "Contract") is entered into on the date last executed below ("Effective Date") by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Advanced Environmental Laboratories Inc. whose primary address is 6681 Southpoint Parkway, Jacksonville, FL 32216 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW, THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 9, attached as Exhibit F.
 - g. Price Page attached as Exhibit G
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is 36 months from the Effective Date ("Contract Term"). At the end of the initial term, this Agreement may be extended for Two (2) additional twelve (12) months or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

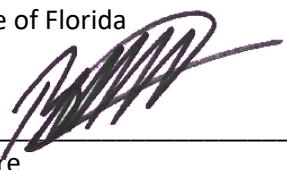
1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit G. County expenditures under the Agreement will not exceed \$463,335.00 for the Contract term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$154,451.67 within any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision
of the State of Florida

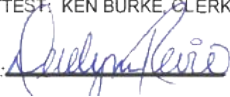
By: 
Signature

Name: Brian Scott
Typed, printed, or stamped

Title: Chair

Date: February 25, 2025

ATTEST: KEN BURKE, CLERK

By: 

Contractor:

Charles Ged
Authorized Signature

Charles Ged
Printed Authorized Signature

President
Title Authorized Signature



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit C – Special Conditions

3. Special Terms & Conditions

3.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals to be ordered, as and when required.

3.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

3.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 months with unit prices adjustable at twelve (12) month after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

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

3.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month extension(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: Consumer Price Index (CPI) Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

3.5. PRE-COMMENCEMENT MEETING

A Pre-commencement meeting will be held after the award of the Agreement and before the Agreement has started. Facility Representatives from all departments will be present to discuss their locations and any special instructions that may need to take place.

3.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

3.7. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

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

3.8. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

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

3.9. QUANTITIES

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

Exhibit D – Insurance Requirements

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

1. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
2. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
3. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

4. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
5. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County will be an additional indemnified party of the subcontract;
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
6. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 4. All policies shall be written on a primary, non-contributory basis.

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

5.3. WORKERS' COMPENSATION INSURANCE

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

1. Limits
 1. Employers' Liability Limits Florida Statutory
 1. Per Employee \$ 500,000
 2. Per Employee Disease \$ 500,000

3. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

1. Limits

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

5.5. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

1. Limits

1. Each Occurrence or Claim \$ 2,000,000
 2. General Aggregate \$ 2,000,000
2. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit E – Scope of Work/Specifications

6. Scope of Work / Specifications

6.1. OBJECTIVE/JUSTIFICATION

To establish a contract for laboratory testing and field sampling services, including, but not limited to, the National Environmental Laboratory Accreditation Conference/The NELAC Institute ("NELAC/TNI") Fields of Accreditation: Drinking Water, Non-Potable Water, and Solids and chemical Materials.

6.2. AWARD OF MULTIPLE VENDORS

The County may award this contract to multiple vendors. This will provide the County with redundancies for critical services.

6.3. REQUIREMENTS

1. The following documents are required as part of the evaluation criteria and should be included with your RFP submission. Failure to provide the documents prior to RFP deadline will result in the submission being deemed non-responsive. Documents requested here are preferred in electronic format that are clearly titled to match with each item listed below.
 1. The most recent Florida Department of Health, Environmental Laboratory Certification Program Certificate.
 2. The most recent Florida Department of Health, Environmental Laboratory Certification Program Scope of Accreditation.
 3. Copies of the last two (2) full lab, biennial On-site Assessments, including associated Corrective Action Plans.
 4. Copies of sub-contracted laboratory (s) Florida Department of Health, Environmental Laboratory Certification Program Certificates and Scopes.
 5. Florida Department of Health, Environmental Laboratory Certification Program approved NELAC/TNI Quality Manual.
 6. The results from the two (2) most recent Water Pollution ("WP") and Water Supply ("WS") NELAC/TNI Proficiency Testing Studies - full scope studies.
 7. Examples of typical Reports, Invoices, and Chain of Custody ("COC")s.

8. Statement that the proposer will adhere to the latest certification requirements as listed in the Florida Administrative Code ("FAC") 64E-1 for the duration of the contract.
9. Website and login credentials to view Client Portal (however named).
10. Attachment A - Certifications, NELAC/TNI accreditation listing by test method and by laboratory; fully completed to include sub-contract laboratories.
11. Attachment B - Advertisement Price Page, Ad by test method; fully completed to include sub-contracted laboratories.

6.4. SCOPE OF WORK

The County is seeking to establish a multi-year contract with experienced, qualified laboratories for the provision of Laboratory Testing Services and Field Sampling to include, but not limited to NELAC/TNI Fields of Accreditation: Drinking Water, Non-Potable Water, and Solids & Chemical Materials. The contract shall only be awarded to laboratories that are NELAC/TNI-certified by the Florida Department of Health's Environmental Laboratory Certification Program for the contract term. The successful proposer(s) shall furnish all labor, equipment, analytical instrumentation, vehicles, supplies, materials, and incidentals necessary to fulfill the requirements of the contract. To be considered for award of the contract, interested laboratories are required to meet or exceed the following Minimum Specifications and shall present proof of qualifications during the RFP process.

Minimum Specifications:

Proposer may make references to proposer's Quality Manual in proposer's answers to some of these questions, but the proposer is also expected to provide specific answers to these questions in addition to any Quality Manual references.

NOTE: Proposers must respond to each item below in the order listed, clearly referencing each item identification to the associated response (i.e. 1.a with the associated response, 1.b with response, etc.). It is recommended to use the outline form below to address each item in the order they appear here.

6.5. Communication

1. Describe the proposer's main point of contact(s) and their backups:
2. Working days and hours
3. Methods for communication
4. Turnaround for responses
5. Describe the Quality Assurance Manager/Officer's (however named):
6. Working days and hours

7. Methods for communication
8. Turnaround for responses
9. Describe frequency and content for review of the proposer's performance with the County Project Manager. Is the proposer willing to provide a year-end summary report listing the issues incurred during the year as well as how issues were resolved so as to prevent future occurrences?
10. Describe how various types of communication are handled between the proposer and the County. Include any computer-based capabilities here as well. Describe response times for inquiries.
11. Bottle Orders
12. Sample Pickup & Delivery
13. New Projects' Setup
14. Changes in Work
15. Quotes
16. Report Issues
17. Invoice Issues
18. Quality Assurance/Quality Check ("QA/QC") Issues
19. General Questions

6.6. Bottle Orders

1. Describe the process by which the County will order bottles.
2. List point(s) of contact for this service
3. List any computer-based system/client portal for ordering bottles
4. Include days/hours that this service (ordering) is available.
5. Describe the types of bottles used: new, certified, re-used, etc., and the documentation that proves their fitness for use
6. Describe documents included with bottle orders
7. Include COC-related information, including formats available
8. Include bottle labeling information
9. Include how acids/preservation are tracked
10. Include how bottle lots are tracked

11. Include Analyte-Free Water information that is provided (i.e. type and containerization date)
12. Include how kits are packed to prevent breakage
13. Include a mechanism that can be utilized to detect preservation leakage upon receipt at the Pinellas County Laboratory
14. Describe how bottles and associated documents are delivered to the County and the frequency.

Describe the process of handling incorrect bottle orders or missing bottle orders. Include the timeframe for delivering the corrected/missing bottles

6.7. Sample Delivery

1. Describe the process by which the County's samples will be picked up and delivered to the proposer's primary laboratory facility.
2. List point(s) of contact for this service
3. List any computer-based system for this service
4. Include days/hours that this service (delivery) is available.
5. Describe the frequency of sample pickup and delivery
6. List response time after being notified of a sample pickup.
7. Describe responsibilities related to packing samples into coolers
8. Describe documents used for sample deliveries
9. Describe Chain of Custody (COC) usage
10. Describe the ability to deliver all samples uncompromised within regulated hold times (per 40CFR136 Table II, Department of Environmental Protection ("DEP") Standard Operation Procedure ("SOP") FS1000, and/or specific method requirements) for all tests.
11. Describe how the proposer notifies the County Point of Contact of the samples received, including the pertinent receipt, sample, and test information logged into the proposer's LIMS
12. Describe the process for detecting errors or omissions related to samples and/or COCs received at the proposer's primary location, including notifications.
13. Describe how samples are logged into proposer Laboratory Information Management System ("LIMS"), i.e., how different groups of samples are differentiated from each other.

14. Describe the processes by which the County's samples will be delivered to all subcontracted laboratories (internal to the parent organization and external to the parent organization).
15. Should the proposer not be able to provide Sample Delivery service during the dates/hours listed in 3.a.iii above, with proper notice, is the proposer willing to reimburse the County's costs to deliver the samples to the proposer's primary location?
16. Describe the process used to ensure proper state licensure, safety records, and the frequency of checks of proposer couriers.

6.8. Analytical Work

1. Referencing Attachment A, list analytes and/or methods that the proposer is unable to perform within their organization. Identify any analytes and/or methods that would be routinely subcontracted outside of the proposer's parent organization. Also, include prices for routinely subcontracted tests on Attachment A.
2. Is the proposer willing to provide a statement that the proposer will adhere to the latest certification requirements as listed in FAC 64E-1? If willing, provide a statement to this effect.
3. Describe the process of organizing County work/projects within proposer LIMS to ensure that reports and invoices are set up so that each project and associated samples are uniquely identifiable by the project for the County. Also, discuss whether the proposer will be able to utilize County nomenclature.
4. Describe how the proposer ensures that all analytical work is performed within regulated hold times (per 40CFR136 Table II, specific method requirements, and FDEP SOP FS1000).
5. Describe the process for when sample preparation and/or analysis is performed outside of regulated hold times, including the notification process.
6. What percentage of samples' preparation and/or analysis was performed out of hold times related to proposer error in the 2023 calendar year? (percentage of prep/tests run out of hold compared to the total number of tests performed at the primary testing facility to be used for this contract).
7. Describe the process when analytical equipment that would normally be used for County sample analyses is unavailable (out of service); include the notification process.
8. Describe the steps related to how analytical data is critically reviewed and approved prior to final reporting.

9. Describe the frequency of routine QC samples within batches and the typical QC samples utilized. For accuracy and clarity, this should be broken into general lab areas, such as Nutrients, Metals, Wet Chemistry, Microbiology, Organics, and Radiochemistry.
10. Is the proposer willing to run QC at a higher frequency for County projects?
11. Describe the steps (Corrective Actions) utilized when laboratory QC samples fail, or trip blanks fail. For accuracy and clarity, this should be broken into general lab areas, such as Nutrients, Metals, Wet Chemistry, Microbiology, Organics, and Radiochemistry. Is the proposer willing to provide this information upon request to the county?
12. Describe the use of Data Qualifiers and the source of the Data Qualifiers used. Include where these Data Qualifiers are defined.
13. Describe the protocol for the County to request reanalysis and any associated additional charges related to reanalysis.
14. Describe the ability to meet analytical Method Detection Limit ("MDL") Limit of Detection ("LOD") and Practical Quantitation Limit ("PQL") Limit of Quantification ("LOQ") requirements as listed in FAC 62.550; also, specifically list any exceptions by Method and Analyte. Describe the ability of analytical MDLs (LODs) to be adequate to determine compliance with surface water, groundwater, and biosolids standards as listed in State and Federal regulations (i.e., FAC 62-302 Surface Water Quality Standards).
15. Describe how different sample matrices are analyzed within batches in relation to the associated QC samples.
16. Describe the process for County-requested special notifications (usually related to regulatory exceedances).

6.9. Field Sampling

1. All fieldwork, sample collection and preservation, sample methodologies for listed criteria, data evaluation, and quality assurance/quality control must be conducted in accordance with the following the-then-current Florida Department of Environmental Protection ("FDEP") permit links. The Contractor is responsible for ensuring they are following the most current directive of each permit as directed by the FDEP.

A. Permit No. 1 - [Bridgeway Acres Class I Landfill Permit number 34184-022-SO-01 link](#).
(Appendix 3, Water Quality Monitoring Plan)

B. Permit No. 2 - [Toytown Closed Class I Landfill Permit number 6933-006-SF/14](#) (Appendix 4, Water Quality Monitoring Plan)

2. Sampling Events

A. Groundwater sampling at Bridgeway Acres, 3095 114th Ave N., St. Petersburg

- i. Total of 23 wells
- ii. Semi-annual during the period from Jan. 1 – June 30 and July 1 – Dec. 31

B. Groundwater sampling at Toytown 16th Street N, south of Roosevelt Blvd., St. Petersburg

- i. Total of 13 wells
- ii. Semi-annual during the period from Jan.1 – June 30 and July 1 – Dec. 31

C. Surface water sampling at Toytown, 16th Street N, south of Roosevelt Blvd., St. Petersburg

- iii. One site located in the northeast storm water pond
- iv. Semi-annual during the period from Jan.1 – June 30 and July 1 – Dec. 31

3. Additional Services:

- A. Contractor shall schedule sampling events during weekdays (Mon-Fri, 8 am-5 pm) and communicate to the County Environmental Compliance Officer for site arrival and departure
- B. Adhere to all policies and procedures while on-site. i.e., the Contractor must sign in/out at the front desk and obey posted signage, such as speed limits. The Contractor must adhere to OSHA standards. In any instance where our site standards are more stringent than OSHA standards, we will notify the contractor directly.
- C. The Contractor must provide all equipment, tubing, and preservatives necessary for sampling (bottles will be provided by laboratory)

- D. Include briefing via email to sheffner@pinellas.gov or phone call to 727-464-7582 at the end of sampling events to inform the County of site conditions, notable findings, or anomalies
- E. Coordinate with laboratory for courier sample pick-up or drop-off
- F. Contractor shall respond within one (1) business day to a request for resampling events (any extraneous sampling will not be assumed in this scope)

6.10. Reports and Invoices

1. Describe how reports and invoices are uniquely identified.
2. Describe how reports and invoices are unequivocally linked to each other for a single Chain of Custody of samples/tests.
3. Does the proposer have the ability to send reports and invoices electronically to multiple recipients?
4. List the normal delivery timeframes for reports with invoices; list all timeframes for tests listed in Attachment A if there is more than one timeframe. Also include delivery timeframes for reports with invoices for sub-contracted work.
5. List the items that are included on invoices.
6. List the items that are included in reports. Include a description of how QC samples are associated with Pinellas County samples within reports. Describe how proposer's reports comply with the requirements in FAC 62-160.340.
7. Does the proposer have the ability to deliver reports in the following formats on a regular basis:
8. Standard Laboratory Report (pdf) with related QC included - that meets all NELAC/TNI criteria (compliance with most recent FAC 64E-1)
9. FDEP WIN (Watershed Information Network) - latest version
10. FDEP Adapt (Automated Data Processing Tool) - latest version
11. FAC 62-550.730: all formats - latest versions
12. Describe items on pages 1 and 3 of the 62-550.730 Chemistry Report that the proposer is willing to fill out based on information provided on the associated COC.
13. Custom EDDs
14. UCMR (Unregulated Contaminants Monitoring Rule - 40 CFR Part 141) - latest version
15. Is the proposer registered as an active user on the EPA CDX\SDWRS\UCMR# internet-based reporting system?

16. Does the proposer provide Case Narratives with reports? If so, describe the frequency and typical usage if not included with every report.
17. Does the proposer have an online access/client portal for viewing data, reports, and invoices? If so, describe the capabilities and security.
18. Describe any surcharges, waste disposal charges, environmental impact fees, and any other fees that may be charged for work related to the items listed in Attachment A.
19. Discuss any charges related to the proposer laboratory/method required Blanks (i.e., Trip Blanks, etc.).
20. Describe any differences in cost for work that the proposer subcontracts:
21. Within their organization
22. Outside their organization
23. Describe how subcontracted data is reported.
24. Describe how subcontracted laboratories are paid and by whom.

Describe how long data and reports are retained.

6.11. Miscellaneous

1. Is the proposer willing to bear the costs related to resampling by the County should the proposer fail to analyze samples within hold time or obtain a questionable result due to:
 1. Damaging a sample in their possession
 2. Losing a sample
 3. Contaminating a sample
 4. Other proposer error
 5. If willing, provide a statement to this effect.
2. Describe how long samples are retained after the final report and invoice are delivered to the County.
3. Is the proposer open to on-site inspections during normal business hours by the County with notice?
4. Is the proposer willing to submit prices for items listed in Attachment A? Also, provide how those prices may/may not change during the contract period. If willing, provide a description of this process.

5. Is the proposer willing to accept work not listed in this RFP? Describe how this work will be quoted to the County.
6. Describe the process to be used when the proposer needs to substitute a test method for the one that was requested. Include documentation to be provided to the County and the time frame for communicating this information.

Exhibit F – Contractor's Response

Solicitation 24-0687-RFP

Laboratory Testing and Sampling Services— Water, Solids, Chemicals

Submitted to:

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor
Clearwater, FL 33765

Submitted by:



Advanced
Environmental
Laboratories, Inc.

Contact Person: Todd Romero

Email: tromero@aellab.com

Address:

Advanced Environmental Laboratories, Inc.

9610 Princess Palm Avenue

Tampa, FL 33619

Phone: 813-630-9616, FAX: 813-630-4327

Direct: 352-538-4939

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Appendices A through H (Separate Submitted Documents)

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TAB 1: Qualifications

A: PROVIDE THE MOST RECENT FLORIDA DEPARTMENT OF HEALTH (FDOH), ENVIRONMENTAL LABORATORY CERTIFICATION PROGRAM (ELCP) CERTIFICATE, TO DEMONSTRATE COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 64E-1.

Appendix A and Attachment A-Certifications

A(1): PROVIDE THE MOST RECENT FLORIDA DEPARTMENT OF HEALTH, ENVIRONMENTAL LABORATORY CERTIFICATION PROGRAM SCOPE OF ACCREDITATION, TO DEMONSTRATE COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 64E-1.

Appendix A and Attachment A-Certifications

A(2): PROVIDE A STATEMENT THAT THE PROPOSER WILL PROVIDE THE COUNTY PROJECT MANAGER WITH ALL RENEWAL CERTIFICATES AND SCOPES WITHIN 30 DAYS OF RECEIPT FROM THE STATE FOR THE DURATION OF THE CONTRACT.

AEL will provide Pinellas County with renewal Certificates and Scopes within 30 days of receipt. AEL also posts these on our website www.aellab.com.

B: DESCRIBE THE PROPOSER PROCESS FOR NOTIFYING THE COUNTY PROJECT MANAGER OF CHANGES MADE RELATED TO THE EPA METHOD UPDATE RULE AND/OR OTHER REGULATORY RELATED CHANGES. *AEL Quality Assurance Team continually monitors changes in EPA and FDEP regulations. The QA Team notifies the AEL Client Services Group which includes the Tampa Lab Manager and Tampa Project Manager for this contract. The Project Manager will email a synopsis of the rule changes and will follow up with a phone call to answer any questions. Where available, citations from the regulations will be attached to the email.*

C: IS THE PROPOSER WILLING TO PROVIDE THE COUNTY WITH THE TWO MOST RECENT, FULL-SCOPE WATER POLLUTION (WP) AND WATER SUPPLY (WS) NATIONAL ENVIRONMENTAL LABORATORIES ACCREDITATION CONFERENCE (NELAC)/TRAINING NEEDS IDENTIFICATION (TNI) PROFICIENCY TESTING STUDIES? IF WILLING, INCLUDE AFOREMENTIONED STUDIES WITH RFP RESPONSE.

Appendix B

D: PROVIDE A DESCRIPTION OF THE NUMBER OF YEARS THE PROPOSER HAS OPERATED AS A NELAC/TNI-CERTIFIED ENVIRONMENTAL LABORATORY IN THE STATE OF FLORIDA

30 years. AEL was founded in 1994 and is still owned by the same sole proprietor, Charles Ged. He opened AEL with himself and one analyst, and a dream of one day building his small company into the best lab in Florida. Today, AEL is well on its way with a network of eight facilities and over 1,000 clients across the state. Staffed by professionals knowledgeable about the local regulatory environment, AEL places a premium on providing personalized service and a top quality product to every client, be they billion dollar corporations or a small home builder.

E: PROVIDE THREE REFERENCES OF MUNICIPALITIES SIMILAR IN SIZE AND SCOPE OF WORK TO PINELLAS COUNTY THAT HAVE USED THE PROPOSER IN THE LAST THREE YEARS.

Reference #1

Client Name: Pinellas County Utilities
Client Address: 1620 Ridge Rd., Bldg. B, Largo, FL 33778
Client Contact Name: Terri Grimes
Client Contact Phone Number: 727-582-2322
Client Contact Email Address: tgrimes@pinellas.gov
Brief Description: AEL performs their supplemental over-flow laboratory analysis as needed including courier services. We perform drinking water, stormwater, landfill MW, and groundwater analyses and landfill sampling.
Performance Period: 2019 to currently on-going

Reference #2

Client Name: Tampa Bay Water
Client Address: 8865 Pump Station Road, Land O'Lakes, FL 34639
Client Contact Name: Stephen Cantin
Client Contact Phone Number: 813-929-4514
Client Contact Email Address: scantin@tampabaywater.org
Brief Description: AEL provides supplemental analytical services for their drinking water, groundwater, surface water including tests for SOC's, metals and nutrients. We also serve as their overflow laboratory for analytical services.
Performance Period: 2016 to currently on-going

Reference #3

Client Name: St. Johns County Utilities
Client Address: 860 W. 16th Street, St. Augustine, FL 32080
Client Contact Name: Kevin Johns
Client Contact Phone Number: 904-209-2662
Client Contact Email Address: kjohns@sjcfl.us
Brief Description: AEL serves as the supplemental over-flow lab for the County's lab performing wastewater, drinking water, stormwater, and environmental sample testing. The lab provides sampling services as needed (grabs and composite), and also works for the County's Engineering Department, Parks Department, and Board of County Commissioners on various other projects.
Performance Period: 2009 to currently on-going

F: LIST HOURS OF DAYS AND HOURS OF NORMAL OPERATION. LIST ALL DAYS WHERE THE CONTRACTOR LABORATORY IS CLOSED (OTHER THAN WEEKENDS).

Sample receipt is open Monday through Friday, 7:00 am to 6:00 pm, and on Saturday and Sunday from 9:00 am until 2:00 pm. The Contractor provides micro and limited short-hold chemistry tests available. With more chemistry tests available if prearranged. Proximity to locations to assist if emergencies arise.

Off-hour sample receipt is readily available by contacting the Lab to make arrangements. The lab runs using staggered shifts to accommodate sample flow and client needs, with general operating hours of 6:00 am until 7:00 pm Monday-Friday, and 9:00 am till 2:00 pm on weekends. Except for emergencies, AEL is closed New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, and Christmas.

G: PROVIDE A DETAILED DESCRIPTION OF THE PRIMARY LABORATORY FACILITIES, INSTRUMENTATION, AND METHODOLOGIES THAT WILL BE USED FOR THIS CONTRACT. ALSO DISCUSS THE FACILITIES, INSTRUMENTATION, AND METHODOLOGIES OF OTHER PROPOSER LOCATIONS THAT MAY BE UTILIZED FOR THE WORK LISTED IN ATTACHMENT A. ALSO DESCRIBE THE ABILITY OF THE PRIMARY LABORATORY FACILITY'S LOCATION BEING STRATEGICALLY SITUATED TO PINELLAS COUNTY TO ENSURE THAT ALL SAMPLES WILL BE ANALYZED WITHIN THEIR REGULATED HOLD TIMES (PER 40CFR136 TABLE II AND/OR SPECIFIC METHOD REQUIREMENTS).

Capabilities

AEL's Tampa Laboratory will be our lead lab for this contract. All Project Management, Quality Control, and the vast majority of testing services would be supplied by the personnel at this facility. The 10,200 square-foot facility is owned by AEL and is located in the Sable Park area of Tampa. It is a stand-alone brick building, which houses only AEL's full service laboratory – and does wet chemistry, volatile organics, semivolatile organics, metals, microbiological, and nutrient testing for drinking water, wastewater, and soil samples in-house with over 40 local staff. AEL Tampa is the largest commercial laboratory with most services located in the Tampa/St Petersburg area. The primary support lab for the contract will be AEL's Jacksonville Laboratory, and this lab would provide most any testing not performed by AEL-Tampa. AEL-JAX is a stand-alone 8,600 square foot block building owned by AEL, and located in the Southpoint area of Jacksonville. The addresses for these two labs and AEL's other facilities supporting this contract are located below along with sub contract laboratories, not a part of AEL.

*AEL – Tampa- Lead Lab (Drinking Water/Non-Potable Water/Solids for wet chemistry, volatile organics, semivolatile organics, metals, microbiological, and nutrient testing)
9610 Princess Palm Avenue
Tampa, FL 33619
Phone: 813-630-9616, FAX: 813-630-4327*

*AEL – Jacksonville- Primary Support Lab ((Drinking Water/Non-Potable Water/Solids for wet chemistry, volatile organics, semivolatile organics, metals, and nutrient testing)
6681 Southpoint Parkway
Jacksonville, FL 32216
Phone: 904-363-9350, FAX: 904-363-9354*

*AEL – Gainesville (MBAs, Cyanide)
4965 SW 41st Blvd.
Gainesville, FL 32608
Phone: 352-377-2349, FAX: 352-395-6639*

*AEL – Miami-Secondary Support Lab ((Drinking Water/Non-Potable Water/Solids for wet chemistry, volatile organics, semivolatile organics, metals, and nutrient testing)
10200 USA Today Way
Miramar, FL 33025
Phone: 954-889-2288, FAX: 954-889-2281*

Actual Instrumentation is included in section 7 of the AEL Quality Manual submitted with this proposal. The Facility information is listed in Reference K. The methodologies are listed on Attachment A FDOH Certs/Scopes

H: PROPOSER WILL/WILL NOT PROVIDE A STATEMENT THAT THEY EMPLOY SUFFICIENT PERSONNEL, AND THAT THEIR LABORATORY STAFF HAVE THE REQUIRED TRAINING, KNOWLEDGE, AND EXPERIENCE TO PERFORM THEIR WORK IN ACCORDANCE WITH NELAC/TNI STANDARDS AS WELL AS ALL APPLICABLE REGULATORY REQUIREMENTS. IF WILLING, PROVIDE A STATEMENT TO THIS EFFECT. IN THE EVENT THE PROPOSER CERTIFICATION IS SUSPENDED FOR ANY METHOD, ANALYTE, OR GROUP OF ANALYTES, THE PROPOSER WILL NOTIFY THE COUNTY PROJECT MANAGER: VERBALLY WITHIN 24 HOURS OF SUSPENSION NOTICE RECEIPT IN WRITING WITHIN 7 DAYS OF SUSPENSION NOTICE RECEIPT AND WILL INCLUDE COPY OF THE CORRECTIVE ACTION PLAN SUBMITTED AND ACCEPTED BY THE FDOH ELCP-APPROVED CONTRACT ASSESSMENT PROVIDER.

The lead laboratory on this Pinellas contract will be AEL Tampa. All Project Management, Quality Control and the vast majority of the analytical testing will be performed by the personnel at this facility. We are centrally located in the Sable Park area of Tampa in a 10,200 square foot facility. The AEL Tampa full service laboratory performs wet chemistry, volatile organics, semi volatile organics, metals, microbiological and nutrient testing for drinking water, wastewater and soil samples. We have two full time sample technicians. We currently have over 40 employees to ensure this project will be successful. AEL has over 180 employees across the state to provide additional support when needed. To follow NELAC/TNI requirements all AEL personnel are required to read and sign AEL SOPs are understood. Analysts are required to attain IDOCs prior to any certified sample analyses. Analysts are notified and required to acknowledge any SOP changes made by the QA Staff.

AEL Quality assurance officer will notify the County Project Managers via email in writing within 7-days and verbal notification within 24 hours in the event of certification is suspended.

I: PROPOSER WILL/WILL NOT PROVIDE THE COUNTY WITH FLORIDA DEPARTMENT OF HEALTH (FDOH) ENVIRONMENTAL LAB CERTIFICATION (ELCP)-APPROVED CONTRACT ASSESSMENT PROVIDER ON-SITE LABORATORY ASSESSMENT REPORTS IN THIS RFP RESPONSE AND FOR EACH SUBSEQUENT ON-SITE ASSESSMENT FOR THE DURATION OF THE CONTRACT. IF WILLING, PROVIDE THE AFOREMENTIONED ASSESSMENT REPORTS AND CORRECTIVE ACTION PLAN RESPONSES.

See Appendix C. AEL will provide Pinellas County with full lab FDOH onsite laboratory assessment reports and corrective action plans throughout the contract duration as required.

J: DESCRIBE PROPOSER ORGANIZATIONAL STRUCTURE FOR THE PRIMARY LABORATORY FACILITY TO SERVICE THE COUNTY; INCLUDE ALL KEY PERSONNEL BY NAME AND TITLE. ALSO INCLUDE EDUCATIONAL CREDENTIALS AND NUMBER OF YEARS' EXPERIENCE SPENT WORKING IN NELAC/TNI-CERTIFIED ENVIRONMENTAL LABORATORIES IN THE U.S. LIST THE NUMBER OF FULL-TIME ANALYSTS AND SUPERVISORS WORKING IN EACH OF THESE AREAS: NUTRIENTS, METALS, WET CHEMISTRY, MICROBIOLOGY, ORGANIC EXTRACTIONS, ORGANICS ANALYSES, AND RADIOCHEMISTRY. LIST THE AVERAGE NUMBER OF TESTS PERFORMED PER ANALYST PER MONTH IN EACH OF THESE AREAS.

Organization structure and personnel. (see Appendix D) Average number of tests performed per department per month.

Micro Department – 2 employees, 2800+ average tests per month

Wet Chemistry Department – 8 employees, 7000+ average tests per month

Semi Organic Department – 6 employees, 1300+ average tests per month

Volatiles Department – 2 employee, 1500+ average of tests per month

Metals Department – 3 employees, 2500+ average of tests per month

K: DESCRIBE THE QUALIFICATIONS OF PROPOSER'S PERSONNEL TO GIVE DEPOSITIONS OR TESTIMONY, IF REQUIRED BY PINELLAS COUNTY.

Depositions can be provided by Lori Mangrum, Corporate Quality Assurance officer, B.S. Chemistry, over 35 years of experience

Vivian Abare, Tampa Quality Assurance officer, B.S. –Biology, Environmental Science, over 5 years of experience

Michael Cammarata, Tampa Laboratory Manager, B.S. Microbiology/Chemistry, over 30 years of experience

Brandon Beck, Corp Operations Manager, M.S. Environmental Toxicology, B.S. Biology, over 17 years of experience

L: LIST THE MAIN POINT OF CONTACT (NAME AND TITLE) FOR THE PROPOSER AND THEIR BACK UP. IF THEIR CREDENTIALS WERE NOT INCLUDED IN #K (ABOVE), INCLUDE THEM HERE.

Point of contact for the Pinellas County contract: Sarah Noonan, Project Manager, and backup Heidi Parker, Project Manager. Ms. Noonan has 5 years of environmental experience. She has worked in Inorganics as a metals analyst and the past year as a Project Manager, specializing in compliance drinking water and wastewater clients.

M: LIST WHETHER THE QUALITY ASSURANCE MANAGER/OFFICER (HOWEVER NAMED) WORKS FULL-TIME OR PART-TIME IN THAT ROLE. IF PART-TIME, LIST THE PERCENTAGE OF TIME (BASED ON A 40 HOUR WEEK) THAT IS SPENT PERFORMING THE DUTIES OF THIS

POSITION.

Quality Assurance: Vivian Abare, QA officer is on staff at the Tampa laboratory. Lori Mangrum is AEL's Corporate QA officer. Both QA officers are full time and perform 100% of their time in the QA duty.

N: DESCRIBE THE PROCESS USED TO ACCEPT A SUB-CONTRACT LABORATORY, AND THE PERCENTAGE OF PINELLAS COUNTY WORK (AS LISTED IN ATTACHMENT A) BASED ON THE PERCENTAGE OF TESTS THAT WOULD BE SUBCONTRACTED PER CALENDAR YEAR.

(1) INCLUDE FDOH ELCP CERTIFICATIONS AND SCOPES THAT DEMONSTRATE SUB-CONTRACT LABORATORIES MEET THE REQUIREMENTS SET FORTH IN FAC 64E-1.

The AEL Project Manager will contact the subcontractor directly to confirm Method, MDL's and pricing are acceptable for the county project. Copies of the subcontractor FDOH certificates are provided to the QA officer who reviews and evaluates their information for subcontract approval. A copy of their certification is stored on the AEL Corporate server in the QA folder. From past work and current work with Pinellas County, AEL estimates to subcontract about 5 % of the analysis received from Pinellas County.

Certifications are in Appendix E.

TAB 2: Approach

As the incumbent laboratory for this contract, AEL over the past five years has a clear understanding working with Pinellas County to satisfy the requirements of the contract. Our labs have grown over the past five years but our upmost commitment to quality and client services has not been waived. Our core structure and approach to laboratory services are the following:

OFFEROR'S APPROACH TO PROJECT MANAGEMENT AND PROVISION OF SERVICES

AEL's Tampa Laboratory will be the primary provider of services under this contract.

At AEL, our method of operation is simple: hire the best people possible and provide them with an organizational framework which promotes quality throughout the entire operation. The organizational framework has four divisions: Client Services, Operations, Quality Assurance, and Corporate Support. A brief description for each is below:

Client Services: Composed of Project Managers (PMs) and Sales Staff. Their job is to service clients from beginning to end. A heavy emphasis is on facilitating communication between the client and the laboratory.

Operations: Lab Managers, Analysts, Sample Management, and Field Staff.

Simply put – they get the actual job done. They are backbone of the company.

Quality Assurance: Our QA Officers have three primary jobs: 1) help train and educate staff, 2) be the technical watchdogs evaluating our performance, and 3) help troubleshoot answers and solutions when issues arise.

Corporate Support: Composed of ownership, IT, Corp. Purchasing, and Business Administration. Their job is to take care of all the facility, business, and computer details, so everyone else can do their job. They keep the supplies coming, the lights on, and the computers humming.

All four Divisions above must rely upon each other to succeed. Hiring the right people creates an environment where self-motivation and peer pressure drives individuals and groups to excel. The four Divisions each have a corporate level manager. The Corporate Managers work as a team to evaluate each other's Divisions, using self-motivation and peer pressure to drive quality and success in their own roles as well.

AEL's belief is that if we make our client's life easier by providing a truly quality product (quality data and quality service at competitive rates), then AEL will be a success. AEL was founded on this principal and now 30 years later we are the largest laboratory network in Florida with eight laboratories.

A quality product starts with AEL PMs working closely with our clients and our own technical staff to develop analytical plans and testing schedules that meet both project requirements and laboratory capabilities. PMs help monitor the entire project for quality as it moves from initial inquiry, to quote, to kit delivery and return, through login, analysis, final reporting, and invoicing.

It is AEL's firm belief that most project problems are the result of poor communications. Therefore, AEL has a proactive policy regarding project management. AEL's PMs serve as the client/laboratory liaison, and keep in routine contact with both concerning progress or any issues that may arise. The inherent nature of our business (after all – we are often testing for unknowns) can, will, and does create unexpected delays. In addition, we can find unexpected results that may be of critical concern to our client's operations. In either case, our PMs' standard procedure is to notify clients at the earliest possible time and with as much information as possible.

To best serve Pinellas County, AEL has assigned Sarah Noonan and Heidi Parker as our dedicated Project Managers for this contract. Having been the Project Managers for several years under the current contract with Pinellas County, both PMs have immersed themselves in the overall requirements of Pinellas County and of the permits and site requirements. Ms. Parker is experienced with the type of services the County requires and has always had a good reputation with her clients for her service and dedication. Ms. Noonan has been helping support the Pinellas County contract for a few months now and being supported by Ms. Parker. She has started coordinating the scheduling of landfill projects and field activities, doing reporting and invoicing, and has become the point of contact between the County and AEL.

This contract will be also supported by: Mr. Cammarata, our Tampa Laboratory Manager; Vivian Abare, our Tampa QA Officer; and Scott Clark, our Corporate IT Director (who works out of our Tampa Laboratory).

AEL's laboratories are all connected with a single live database LIMS. Data reported in Jacksonville or Miami is available instantly – not after a synchronization which other labs still employ. And while the vast bulk of all the samples from Pinellas County will be analyzed in our Tampa lab, AEL will have the ability to utilize our other labs in Florida should any issue arise. This can help when balancing workloads is needed to ensure turn-around-times are met. It is especially beneficial should weather cause evacuations or storm damage – AEL more options than any other lab in Florida to get the job done. AEL upgraded our LIMS in 2021 to a new version of Horizon.

AEL also has implemented LabOnline for our clients. LabOnline is an electronic Client Portal that is tied into our LIMS. The County can have access to completed data prior to final reporting. Invoices and Final Reports are accessible through LabOnline.

DETAILS OF IMPLEMENTATION AND TRANSITION PLAN

To ensure that the final report will meet all the requirements of Pinellas County and any regulatory agencies, a review is conducted prior to the beginning of work to outline those work requirements. These requirements and a Data Quality Objectives (DQO) will be on file with the project managers responsible for servicing those clients.

AEL utilizes a DQO form for summarizing these steps and gathering the required information not already spelled out in the bid. The process for completing this form is detailed in AEL SOP ADMIN-027. The purpose of the DQO is to ascertain as much information as possible before the start of the work. This allows AEL to prepare for any special requirements that may be required to accomplish the goals of the sampling and analysis.

The goals of the DQO are essentially the following, but may encompass more details where needed:

- Detection Limits.
- Methods to be used.
- To ensure the lab has the capability and resources to meet the requirements of the project(s).
- The test and/or calibration method is appropriate to the project's needs.
- Format of Report (Level of Report).
- Any electronic deliverable requirements
- Invoice requirements, i.e. special mailing addresses
- Delivery of report; fax, mail, or email.
- Chain of command for difficulties arising during the analysis that require client consultation.
- Person(s) to contact if a drinking water test or a requested non-potable water MCL exceedance level is seen and needs to be quickly reported prior to a

report submission.

Any special requirements or situations that could affect the normal procedure of analysis require consultation between the Laboratory Manager, the person generating the DQO, and the QA Officer. All special circumstances will be verified by the lab that they can be performed as directed by Pinellas County and within the confines of the AEL Quality System.

Pinellas County will be informed of any deviation from the bid as it is first proposed or if in the course of performing the work, any deviation from the bid takes place. If the requirements have to be amended after work has commenced, the same review process will be repeated and any amendments will be communicated to all affected personnel.

Any work that will have to be subcontracted outside the AEL network will require AEL staff to coordinate the details of the new work with the subcontract laboratory and get assurances from the subcontract laboratory that the work can be completed within the guidelines given by Pinellas County for that work. Pinellas County will be informed beforehand of any work that would be subcontracted.

NARRATIVE OF OFFEROR'S ABILITY AND WILLINGNESS TO MEET TURNAROUND TIMES

An important part of AEL's DQO form is the listing of required sample analysis turnaround times. The DQO form along with the bid requirements are used to build a profile in the LIMS, where each analysis is assigned a due date. All samples will be logged into our LIMS with the due date automatically assigned. (Those can be modified by the Project Managers when requested by Pinellas County or as circumstances require). All analyst, supervisors, project managers, and lab managers review due dates in LIMS when creating sample analysis schedules. These "backlogs" are normally printed by method and department twice daily. Each morning at 10:00 am a meeting of project managers, department supervisors, and the lab manager meet to go over which projects are coming due and how the analysis is proceeding to ensure that due dates are met.

AEL's Tampa lab is a 10,200 square foot facility with redundancy in instrumentation for most of its test methods. This is to ensure that work flow is not suspended due to an instrument undergoing maintenance. With similar capabilities and the ability to ship samples overnight to each other, AEL's network of labs acts as another layer of redundancy to ensure the meeting of due dates. AEL uses a single Quality System, single set of Standard Operating Procedures, and common LIMS and operates for all intents and purposes as a single lab with seven locations. This is ensured by strong corporate oversight.

All AEL labs are graded for how well they meet performance goals with a large emphasis on meeting assigned due dates. Turnaround time performance is easily tracked and can quickly be accessed by lab personnel for any time interval. Meeting the expected due dates for analysis has always been a major priority. AEL is continually committed to meeting the client's turnaround time. AEL's standard TAT for reports and invoices is 10 working days.

NARRATIVE OF PROPOSED APPROACH AND METHODOLOGY FOR ENGAGING WITH COUNTY

As stated above, most contact with Pinellas County's representatives during the course of the analysis once started will through the project manager. With Heidi Parker's guidance and past experience, Sarah Noonan will continue to coordinate scheduling projects and field activities, do reporting and invoicing, and be the point of contact for everything between the County and AEL. However when asked or as circumstances require, the lab manager and QA officer can also be directly contacted.

For documentary purposes, much of the communication initiated by AEL will be by e-mail. However; MS Teams, office or cell phone use and texting can be used in those instances where Pinellas County so desires, such as with MCL exceedances.

ACCESSIBILITY OF AVAILABILITY FOR MEETINGS, COMMUNICATIONS, COORDINATION AND SUPERVISION

AEL's PMs serve as the client/laboratory liaison, and keep in routine contact with both concerning progress or any issues that may arise. The AEL Project Manager will coordinate scheduling projects and field activities, do reporting and invoicing, schedule any phone or in person meetings and be the single point of contact for everything between the County and AEL. However, when asked or as circumstances require, the lab manager and QA officer can also be directly contacted. AEL stresses a heavy emphasis on facilitating communication between the client's needs and the laboratory and can readily meet with the client as requested.

HOW OFFEROR PHYSICALLY PLANS ON ATTENDING MEETINGS

The lab PM schedules the meetings with the client in advance, collects details on location and topics to be discussed and notifies the necessary parties of the event. The event is scheduled by management using calendars/electronic notifications and the location/topics are discussed in advance to prepare for a meeting with the client. The PM will then contact all lab personnel attending the meeting and the client a few days before hand to verify the details and ensure the event is still on schedule. Meetings can be arranged using MS Teams.

HOW OFFEROR PLANS ON ENSURING ACCESSIBILITY AND AVAILABILITY DURING AGREEMENT

The PM, the lab manager or QA officer are always available to communicate with the client as needed. Making sure the client's needs are met is an important part of AELs framework and each member of management works at ensuring those needs are met in a timely and satisfactory manner.

LATEST COMPANY PROCESSES THAT ARE TECHNICALLY PROVEN AND COST EFFECTIVE

EQUIPMENT

AEL's eight laboratories across Florida are very well equipped with modern analytical instrumentation. AEL continues to modernize especially with PFAS equipment. AEL has spent upwards of over \$2,000,000 on modernization of our equipment and computer systems over the past two years. Practically all equipment dump raw data directly into the LIMS and are equipped with autosamplers. This reduces the chance for human error while increasing the production capacity of the lab greatly. Quality is improved because analysts can spend more time reviewing data quality and less doing manual labor, data entry, and clerical work. New instruments include ICPs, ICP-MS, GCs, GC/MSs, and ICs to name a few. We anticipate little if any additional capital equipment being required to service Pinellas County.

DATA INTEGRITY

As the Jacksonville facility is a DoD ELAP accredited laboratory and one LIMS is common to all labs, the AEL LIMS must meet DoD ELAP requirements of cyber security and backup. All electronic data is generated and processed behind hardened electronic firewalls, is protected by anti-virus and anti-spyware systems (with real time updates) and is protected by multiple layers of security masks to prevent unauthorized access. Backups and archived data are stored as "read only" in a "write protected" environment to prevent amendment, deletion, etc. by unauthorized persons. Records are retained and accessible for a minimum of 5 years unless a longer period is specified by contract for a particular project.

SOFTWARE UTILIZATION

AEL is transitioning into a secure Intranet data system that allows the lab network to complete tasks in a more time efficient manner. Some of the functions include, but are not limited to, analyzing data real time by controlled spreadsheets for Wet Chemistry and Micro methods, SOP documentation/tracking, project and advanced deliverable review, more secure access to the LIMS and case narrative systems and most importantly a place where all AEL network laboratories can go to access the data in a controlled and similar setting. Using controlled Wet Chemistry spreadsheets through the AEL Intranet has led to an ability to upload all data in a more timely manner and secure it on the server once all entries are complete. The Tampa lab has been utilizing the Wet Chemistry and Micro forms now for the better part of a year and they have begun being used in the other AEL labs in the last few months. Organics and metals data in the company is also being uploaded and secured after review in a similar manner using an advanced deliverable software platform that was implemented in the last few calendar years.

SAMPLE HANDLING

AEL makes every attempt to analyze samples in full batches. This is often accomplished

by strategically placing client samples at an AEL facility where the greatest number of samples for a particular method is being analyzed. Instead of having most labs run a few samples in any given day for one analysis, if the quality control requirements can be maintained, the samples are run in larger batches in a few labs. The majority of samples are run for this reason at our Tampa, Jacksonville and Miramar full service facilities. There are some cases where this cannot be done, for example, samples associated with short hold times or rush work, but often samples can be run in fewer locations with more experienced analysts and more cost effective equipment.

Quality Manual (Appendix F)

PT Studies (Appendix B)

AEL Tampa- WS & WP

AEL Jacksonville – WS & WP

TAB 3 Statement of Work

General

STATEMENT THAT THE PROPOSER WILL ADHERE TO THE LATEST CERTIFICATION REQUIREMENTS AS LISTED IN FAC 64E-1 FOR THE DURATION OF THE CONTRACT.

Advanced Environmental Laboratories, Inc. will continue to maintain the latest certification requirements as listed in FAC 64E-1 for the duration of the Pinellas contract.

Communication

1. DESCRIBE THE PROPOSER'S MAIN POINT OF CONTACT(S) AND THEIR BACKUPS:

The main point of contact will be Sarah Noonan, Project Manager, and her back up will be Heidi Parker, Project Manager.

2. WORKING DAYS AND HOURS

AEL Tampa's days of operation are Monday -Friday. Our hours of operation are from 8:00 a.m. to 5:00 p.m. Sample receipt is open Monday through Friday, 7:00 am to 6:00 pm, and on Saturday and Sunday from 9:00 am until 2:00 pm. The Contractor provides micro and limited short-hold chemistry tests available. With more chemistry tests available if prearranged. Proximity to locations to assist if emergencies arise. Off-hour sample receipt is readily available by contacting the Lab to make arrangements. The lab runs using staggered shifts to accommodate sample flow and client needs, with general operating hours of 6:00 am until 7:00 pm Monday-Friday, and 9:00 am till 2:00 pm on weekends. Except for emergencies, AEL is closed New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, and Christmas

3. METHODS FOR COMMUNICATION

Method of communication can be phone, email, mail, MS Teams/ Zoom, or fax.

4. TURNAROUND FOR RESPONSES

During normal working hours, TAT for responses from Project Managers is normally within an hour of request.

5. . DESCRIBE THE QUALITY ASSURANCE MANAGER/OFFICER'S (HOWEVER NAMED):

The dedicated Tampa QA Officer is Vivian Abare. Ms. Abare is supported by the Corporate QA Officer, Lori Mangrum.

6. WORKING DAYS AND HOURS

QA is on staff in the Tampa laboratory, Monday – Friday from 8:00 a.m. to 5:00 p.m.

7. METHODS FOR COMMUNICATION

QA can be contacted directly via phone or email: vabare@aellab.com

8. TURNAROUND FOR RESPONSES

During normal working hours, TAT for initial responses from QA officers is normally within an hour of request.

9. DESCRIBE FREQUENCY AND CONTENT FOR REVIEW OF THE PROPOSER’S PERFORMANCE WITH THE COUNTY PROJECT MANAGER. IS THE PROPOSER WILLING TO PROVIDE A YEAR-END SUMMARY REPORT LISTING THE ISSUES INCURRED DURING THE YEAR AS WELL AS HOW ISSUES WERE RESOLVED SO AS TO PREVENT FUTURE OCCURRENCES.

The Project Manager will be in constant communications with Pinellas County via email and phone. The County can contact the Project Manager, CSM or Laboratory Manager if there are ever any performance concerns. The QA Officer keeps records of NCFs (Non-Conformity Forms) for all QA irregularities and data quality issues. If requested by the County Project Manager, AEL is willing to provide an annual summary of any completed or open NCFs involving projects with Pinellas County.

10. DESCRIBE HOW VARIOUS TYPES OF COMMUNICATION ARE HANDLED BETWEEN THE PROPOSER AND THE COUNTY. INCLUDE ANY COMPUTER-BASED CAPABILITIES HERE AS WELL. DESCRIBE RESPONSE TIMES FOR INQUIRIES.

11. BOTTLE ORDERS

12. SAMPLE PICKUP & DELIVERY

13. NEW PROJECTS’ SETUP

14. CHANGES IN WORK

15. QUOTES

16. REPORT ISSUES

17. INVOICE ISSUES

18. QA/QC ISSUES

19. GENERAL QUESTIONS

Communication types

Bottle orders, Sample Pickup & Delivery, New Projects, Changes in work, Quotes, Report issues, Invoice issues, and questions in general should all be directed to the AEL Project Manager. These changes or additions can be communicated through phone, email, in person or fax. If additional direction is needed the Client Services Manager (CSM) or Laboratory Manager will provide additional support. If QA support is needed the Tampa QA officer will be available for this support. Initial response times from AEL Staff will be within one hour.

QA/QC issues can be directed to the PM, QA officer and Laboratory Manager via email, phone, fax or in person.

For Computer based access to AEL's reports and invoices, AEL also has implemented LabOnline for our clients. LabOnline is an electronic Client Portal that is tied into our LIMS. The County can have access to completed data prior to final reporting. Invoices and Final Reports are accessible 24 hours a day through LabOnline. A sign on and password will be provided for access. The IT department is located in the Tampa laboratory. See Appendix G for LabOnline Access Form.

Bottle Orders

- (1) DESCRIBE THE PROCESS BY WHICH THE COUNTY WILL ORDER BOTTLES**
- (2) LIST POINT(S) OF CONTACT FOR THIS SERVICE**
- (3) LIST ANY COMPUTER-BASED SYSTEM/CLIENT PORTAL FOR ORDERING BOTTLES**
- (4) INCLUDE DAYS/HOURS THAT THIS SERVICE (ORDERING) IS AVAILABLE.**
- (5) DESCRIBE TYPES OF BOTTLES USED: NEW, CERTIFIED, RE-USED, ETC. AND THE DOCUMENTATION THAT PROVES THEIR FITNESS FOR USE**
- (6) DESCRIBE DOCUMENTS INCLUDED WITH BOTTLE ORDERS**
- (7) INCLUDE COC-RELATED INFORMATION; INCLUDING FORMATS AVAILABLE**
- (8) INCLUDE BOTTLE LABELLING INFORMATION**
- (9) INCLUDE HOW ACIDS/PRESERVATION ARE TRACKED**
- (10) INCLUDE HOW BOTTLE LOTS ARE TRACKED**
- (11) INCLUDE ANALYTE-FREE WATER INFORMATION THAT IS PROVIDED (I.E. TYPE AND CONTAINERIZATION DATE)**
- (12) INCLUDE HOW KITS ARE PACKED TO PREVENT BREAKAGE**
- (13) INCLUDE A MECHANISM THAT CAN BE UTILIZED TO DETECT PRESERVATION LEAKAGE UPON RECEIPT AT THE PINELLAS COUNTY LABORATORY**

The preferred method for Pinellas County to order bottles is through email. The county will direct the email to the AEL PM, Sarah Noonan. Orders can be emailed during normal business hours anytime, but will be acknowledged by the PM between 8:00 to 5:00, Monday through Friday.

Paper COCs are to be provided with the bottles and should be pre-filled with the project information where possible. Blank COCs are available from AEL's website; which are in an excel format. Bottle labels should be preprinted where possible, but may be provided blank when requested, and must be present on the bottles/vials upon delivery. Bottle orders must be delivered to the appropriate Pinellas County project location: Pinellas County Utilities Laboratory, located at 1620 Ridge Rd., Bldg. B, Largo, FL 33778, or Pinellas County Solid Waste Industrial Water Treatment Facility at 2861 110th Ave. North. Bottle Kits are packed into coolers for easy handling. Glass bottles are packed in bubble wrap to prevent breakage. Bottle kit request forms will be returned with the bottles and will include bottle/vial lots numbers per FDEP SOP FD1000.

All bottle/containers and bubble wrap that is supplied is purchased new. Quality assurance/sterility is performed on each new lot of bottles. Bottles are packed in zip lock bags and if the zip bag includes bottles containing preservative, a pH strip will be included in the bag to indicate if there has been any leakage. Acids/preservation are tracked using in house bottle kit forms as well as the County Kit Order

Forms for all clients. The AEL forms are edited based on the clients sampling request by the PMs. The forms are then passed onto the custody department for kit assembly. During kit assembly the lots of the preservatives are documented by the custodians on the kit forms. The forms are then retained for 5 years at the lab.

AEL uses Type II Water for analytical purposes. The container is changed out roughly every two months as needed.

14. DESCRIBE HOW BOTTLES AND ASSOCIATED DOCUMENTS ARE DELIVERED TO THE COUNTY AND THE FREQUENCY.

The containers that are prepared for the county bottle orders are packed in zip lock bags and then placed in a cooler to be hand-delivered to the appropriate county project location: Pinellas County Utilities Laboratory, located at 1620 Ridge Rd., Bldg. B, Largo, FL 33778 or Pinellas County Solid Waste Industrial Water Treatment Facility at 2861 110th Ave. North . A COC is also included in the bottle kit. The bottles can be provided by specific projects or can be provided in bulk. Bottles are delivered weekly or monthly by an AEL courier to the county usually in the beginning of the month or as requested. Bottles needed for special sampling events can also be requested through the PM and will be delivered as requested.

15. DESCRIBE THE PROCESS TO HANDLE INCORRECT BOTTLE ORDERS OR MISSING BOTTLE ORDERS. INCLUDE TIMEFRAME FOR DELIVERING THE CORRECTED/MISSING BOTTLES.

In the event that Pinellas County's bottle order has missing, incorrect, or damaged containers, they are to immediately contact the PM. The PM will coordinate delivery of the replacement bottles. The PM will discuss this occurrence with the county and identify the error. The PM will then have our courier provide the supplemental bottles delivered as requested. Delivery timeframe will be discussed with the county and deliver as requested.

Sample Pickup and Delivery

1. DESCRIBE THE PROCESS BY WHICH THE COUNTY'S SAMPLES WILL BE DELIVERED TO THE PROPOSER'S PRIMARY LABORATORY FACILITY.

2. LIST POINT(S) OF CONTACT FOR THIS SERVICE

3. LIST ANY COMPUTER-BASED SYSTEM FOR THIS SERVICE

4. INCLUDE DAYS/HOURS THAT THIS SERVICE (DELIVERY) IS AVAILABLE

5. DESCRIBE THE FREQUENCY OF SAMPLE DELIVERY

6. LIST RESPONSE TIME AFTER BEING NOTIFIED OF A SAMPLE PICKUP

7. DESCRIBE RESPONSIBILITIES RELATED TO PACKING SAMPLES INTO COOLERS

8. DESCRIBE DOCUMENTS USED FOR SAMPLE DELIVERIES

9. DESCRIBE CHAIN OF CUSTODY (COC) USAGE

10. DESCRIBE THE ABILITY TO DELIVER ALL SAMPLES UNCOMPROMISED WITHIN REGULATED HOLD TIMES (PER 40CFR136 TABLE II, DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") STANDARD OPERATION PROCEDURE ("SOP") FS1000, AND/OR SPECIFIC METHOD REQUIREMENTS) FOR ALL TESTS.

Currently there are two locations for sample pickup and kit delivery. The first is the Pinellas County Utilities Laboratory, located at 1620 Ridge Rd., Bldg. B, Largo, FL 33778. The second is the Pinellas County Solid Waste Facility Industrial Water Treatment Facility, located at 2861 110th Ave N., St. Petersburg, FL 33716. The county's samples will be picked up from the appropriate County project location via the AEL courier. AEL Tampa employs three full-time couriers and are provided with AEL Company vehicles. Courier names: Carol Voorbrood, Ralph Humbertson, Jose Martinez

Scheduled sample pickup requests will be set up in advance with the AEL PM. If additional sample pickup requests are needed, they can be coordinated through the Project Manager via phone or email. Normally, sample pickup service will be provided Monday – Friday, 8:00 to 5:00. If sample pickups are outside of these times, a request needs to be communicated with the AEL Project Manager.

The Pinellas County Utilities Laboratory requires sample pickup three days per week at a minimum: Monday, Wednesday, and Friday. AEL couriers are expected to check the samples in the coolers, without ice, against the COCs to ensure accurate custody transfer. After the AEL courier completes this check, the courier fills the coolers with ice from the ice machine located on the back dock (Pinellas County Laboratory location) /Pinellas County Solid Waste Household Hazardous Waste facility prior to transport to AEL facilities.

AEL will adhere to the sample hold times as defined by FDEP to be to the minute, regardless of the hold time unit of measure (hours, days, weeks, months) as listed in various regulatory tables. A 7-day hold time must be prepared and/or analyzed on or before the minute of collection on the 7th day (see Holding Time Calculations at <https://floridadep.gov/DEAR/Quality-Assurance>).

Empty sample bottles are delivered in zip lock bags, and these bags can be used when packing the samples for return to the AEL laboratory. COCs should be completed and provided for each sample returned.

The COC's are signed at the County location by both the person relinquishing the samples as well as the AEL courier accepting custody. Final transfer of custody to the AEL laboratory is executed when the samples are received into the AEL laboratory.

AEL courier reviews sample upon receipt for identification and checks samples and COC for short hold samples and notifies the AEL laboratory if the samples are close to hold time expiration.

When samples are delivered to the laboratory and logged into LIMS, a computer-based email per COC is sent to the appropriate County PM notifying them of the samples received, logged in and for which analytical tests. The point of contact for Pinellas County Utilities is Terri Grimes, Quality Assurance Manager/Technical Project Coordinator, and the point of contact for Pinellas County Solid Waste is the Industrial Water Treatment Plant Program Supervisor or designee..

11. DESCRIBE HOW THE PROPOSER NOTIFIES THE COUNTY POINT OF CONTACT OF THE SAMPLES RECEIVED, INCLUDING THE PERTINENT RECEIPT, SAMPLE, AND TEST INFORMATION LOGGED INTO THE PROPOSER'S LIMS

When samples are delivered to the laboratory, unpacked and verified against the COC, they are logged into LIMS creating a Workorder Number. Within hours of login, a computer-based email is delivered to

the appropriate County PM notifying them what samples have been logged in, the associated Workorder Number, listing analytical tests and Workorder due date.

12. DESCRIBE THE PROCESS TO DETECT ERRORS OR OMISSIONS RELATED TO SAMPLES AND/OR COCs RECEIVED AT THE PROPOSER'S LABORATORY; INCLUDE NOTIFICATIONS.

Once samples are received in Sample Receiving the bottles and tests are verified against the COC. If an error is identified, it is communicated to the PM immediately. The PM will then contact the appropriate County PM immediately with the sample receipt error and a recommended solution.

13. DESCRIBE HOW SAMPLES ARE LOGGED INTO PROPOSER'S LIMS; I.E. HOW ARE DIFFERENT GROUPS OF SAMPLES DIFFERENTIATED FROM EACH OTHER.

Samples are received and verified in the Sample Receiving department. Each bottle sample is labelled with a unique ID assigned by our LIMS system. The same unique ID label is placed on the COC to link the COC to the sample bottles. This ID label links the counties samples throughout the laboratory. The County's Report, Invoice, Bottles and COC are all linked with this unique ID.

The project information, such as County Project names, should be utilized to differentiate between county projects in the LIMS. These identifiers will be established during initial project setup, then carried through the process starting with bottle orders (Kit Order Form), to receipt of bottles with properly pre-populated COCs. Pinellas County Utilities Laboratory will provide a listing of projects to be set up in AEL's LIMS.

14. DESCRIBE THE PROCESSES BY WHICH THE COUNTY'S SAMPLES WILL BE DELIVERED TO ALL SUBCONTRACTED LABORATORIES (BOTH INTERNAL TO THE PARENT ORGANIZATION AS WELL AS EXTERNAL TO THE PARENT ORGANIZATION).

Subcontract samples are logged in our LIMS system and assigned a unique ID workorder#. Samples that are shared in our network to our sister laboratories are shipped through a private Florida courier. Samples that are subcontracted outside of AEL will be either hand delivered to the laboratory or shipped via Federal Express, UPS or by private courier. Samples must be shipped in a timely manner so as to avoid exceeding regulatory/method hold times.

15. SHOULD THE PROPOSER NOT BE ABLE TO PROVIDE SAMPLE DELIVERY SERVICE DURING THE DATES/HOURS LISTED IN 3.A.III ABOVE, WITH PROPER NOTICE, IS THE PROPOSER WILLING TO REIMBURSE THE COUNTY'S COSTS TO DELIVER THE SAMPLES TO THE PROPOSER'S PRIMARY LOCATION?

In the event that we could not provide sample delivery service, AEL will discuss reimbursement for this event. Our courier delivery normal service hours are Monday through Friday, 8:00 to 6:00. Weekend hours can be provided also but the request will need to be communicated through the PM. AEL employs three full time couriers and also employs 2 full time sample technicians. AEL Tampa has five company vehicles available for courier services.

16. DESCRIBE THE PROCESS USED TO INSURE PROPER STATE LICENSURE, SAFETY RECORD, AND FREQUENCY OF CHECKS OF PROPOSER'S COURIERS.

The AEL couriers are monitored through a GPS daily for driving. The Tampa laboratory manager monitors this GPS service daily. AEL's insurance carrier provides notifications to our Corporate office of any traffic violations that occur with our drivers. Corporate then notifies the Laboratory Manager of this event.

Analytical Work

1. REFERENCING ATTACHMENT A, LIST ANALYTES AND/OR METHODS THAT THE PROPOSER IS UNABLE TO PERFORM WITHIN THEIR ORGANIZATION. IDENTIFY ANY ANALYTES AND/OR METHODS THAT WOULD BE ROUTINELY SUBCONTRACTED OUTSIDE OF THE PROPOSER'S PARENT ORGANIZATION. ALSO, INCLUDE PRICES FOR ROUTINELY SUBCONTRACTED TESTS ON ATTACHMENT A.

All Subcontracted analyses are listed on Attachment A with "Sub-" Typical analytes that would be subcontracted outside of AEL's laboratories would be - Free cyanide, Gross Alpha, Radium 226 & 228, Acetates, Permethrin, Picloram, and Particle Size.

2. IS THE PROPOSER WILLING TO PROVIDE A STATEMENT THAT THE PROPOSER WILL ADHERE TO THE LATEST CERTIFICATION REQUIREMENTS AS LISTED IN FAC 64E-1? IF WILLING, PROVIDE A STATEMENT TO THIS EFFECT.

Advanced Environmental Laboratories, Inc. will adhere to the latest certification requirements as listed in FAC 64E-1.

3. DESCRIBE THE PROCESS FOR ORGANIZING COUNTY WORK/PROJECTS WITHIN PROPOSER'S LIMS TO INSURE THAT REPORTS AND INVOICES ARE SET UP SO THAT EACH PROJECT AND ASSOCIATED SAMPLES ARE UNIQUELY IDENTIFIABLE BY PROJECT BY THE COUNTY. ALSO DISCUSS WHETHER PROPOSER WILL BE ABLE TO UTILIZE COUNTY NOMENCLATURE.

Once samples arrive at the AEL sample receiving department they are reviewed with the COC accompanying the samples. Once the review is complete, they are logged into our LIMS system which assigns a specific unique work order number to this project. The LIMS system assigns a printable label specific to each project, test, bottle and COC. Each bottle is then labelled to identify the client, sample identification, test, date collected and preservative. Samples are then distributed among the laboratory departments to be stored for analytical testing.

4. DESCRIBE HOW THE PROPOSER INSURES THAT ALL ANALYTICAL WORK IS PERFORMED WITHIN REGULATED HOLD TIMES (PER 40CFR136 TABLE II, SPECIFIC METHOD REQUIREMENTS, AND FDEP SOP FS1000).

AEL utilizes a LIMS that reflects a method expiration date for each sample and analysis according to the 40CFR136 Table II, specific method requirements, and FDEP SOP FS1000 requirements. AEL logs samples in in a timely manner upon arrival. After login the samples can be viewed on a backlog by the

analyst and the hold times are posted on the reports for reference. Short holds that have expiration criteria of 48 hrs. or less are also checked separately by the analysts against the chains of custody. If samples arrive with only a few hours of hold time available before expiration the login department immediately reaches out to the analysts to inform them. If the couriers/samplers are returning with samples that only have a few hours of hold time available before expiration they notify management before arrival, who notifies the analysts in turn. The analysts have been trained to analyze samples by hold time if expiration is imminent. The Tampa AEL lab would be the primary analysis lab for all short holds. Any short holds that are subbed out to another AEL facility for any reason are first communicated to the receiving lab before shipping, and again, at reception through an internal chain of custody that highlights short hold status.

5. DESCRIBE THE PROCESS FOR WHEN SAMPLE PREPARATION AND/OR ANALYSIS IS PERFORMED OUTSIDE OF REGULATED HOLD TIMES, INCLUDING THE NOTIFICATION PROCESS.

In the event that a sample is analyzed outside of the recommended holding time, the department manager notifies the PM and the QA officer. The PM then contacts the appropriate county contact immediately to notify them of the situation and to collaborate on the most appropriate solution. The QA officer investigates this occurrence and identifies and documents this event. A NCF is completed for QA tracking. The NCF is discussed with department manager to ensure the SOP was followed. AEL is required to follow the TNI Standard and FDEP requirements for reporting affected data.

AEL will adhere to the sample hold times as defined by FDEP to be to the minute, regardless of the hold time unit of measure (hours, days, weeks, months), as listed in various regulatory tables. A 7-day hold time must be prepared and/or analyzed on or before the minute of collection on the 7th day (see Holding Time Calculations at <https://floridadep.gov/DEAR/Quality-Assurance>).

6. WHAT PERCENTAGE OF SAMPLES' PREPARATION AND/OR ANALYSIS WAS PERFORMED OUT OF HOLD TIMES RELATED TO PROPOSER ERROR IN THE 2023 CALENDAR YEAR? (PERCENTAGE OF PREP/TESTS RUN OUT OF HOLD COMPARED TO THE TOTAL NUMBER OF TESTS PERFORMED AT THE PRIMARY TESTING FACILITY TO BE USED FOR THIS CONTRACT).

In 2023, less than 0.05% of samples were analyzed out of hold for the year.

7. DESCRIBE THE PROCESS WHEN ANALYTICAL EQUIPMENT THAT WOULD NORMALLY BE USED FOR COUNTY SAMPLE ANALYSES IS UNAVAILABLE (OUT OF SERVICE); INCLUDE THE NOTIFICATION PROCESS.

Most analytes run at AEL have multiple instruments available at the primary labs to compensate for instrumentation maintenance/repairs. If any analytical equipment becomes unavailable, the primary lab will first prioritize samples run on other instruments in house by due dates and hold times. If due dates or hold times become strained, or if no further instrumentation is available to run the requested analyte at the primary lab, AEL management evaluates the samples in-house and samples can be subbed to one of our certified sister AEL laboratories in Florida while the affected equipment is being repaired. The

AEL PM will contact the appropriate County PM to keep updated on these issues.

8. DESCRIBE THE STEPS RELATED TO HOW ANALYTICAL DATA IS CRITICALLY REVIEWED AND APPROVED PRIOR TO FINAL REPORTING.

AEL utilizes a three tier review process for all analytical data being reported. Bench data is reviewed and approved in each analytical department by both the analyst (1st tier review), and a secondary analyst or the department supervisor (2nd tier review). The review of the bench data also includes QC checks completed through AELs LIMS and review of any qualifiers/case narratives. Once approved by the analytical department the data is reviewed and approved by the Project Manager (3rd tier review). Project Manager review includes comparing client requests/needs to what is being reported, reviewing the Chain of Custody against what is being reported, review of any qualifiers/case narratives, review of analyte relationship parameters against one another and assembly/review of electronic deliverables. Once the final review is completed, the project is finalized in the LIMS and the report can be downloaded to PDF for client convenience and emailed.

9. DESCRIBE THE FREQUENCY OF ROUTINE QC SAMPLES WITHIN BATCHES. DESCRIBE THE TYPICAL QC SAMPLES UTILIZED. THE PROPOSER SHOULD BREAK THIS INTO GENERAL LAB AREAS, SUCH AS NUTRIENTS, METALS, WET CHEMISTRY, MICROBIOLOGY, ORGANICS, AND RADIOCHEMISTRY FOR ACCURACY AND CLARITY.

All QC samples analyzed at AEL are completed based on TNI requirements and in association with their respective certified EPA and Standard Methods.

Wet Chemistry

A batch method blank (MB), laboratory control spike (LCS), matrix spike (MS) and matrix spike duplicate (MSD) are performed with most analyses, and at least once per batch of twenty samples. For some methods, such as residues, a sample duplicate is run per method requirements to meet the RPD criteria. Some methods require a duplicate set be analyzed every 10 samples instead of every 20. Batch QC resets after 20 samples. Additional QC is required for various methods. A few examples are BOD/CBOD analysis has seed correction criteria and EPA 300.1 analysis requires surrogate for every sample for QC purposes. Most batches of samples also involve curve based QC required by most methods performed at AEL. Curves are analyzed and then verified with a second source as required for the particular method. The second source check is documented as an Initial Calibration Verification (ICV). A Continuing Calibration Verification (CCV) is also run as a check against the active curve, surrounding the reportable batch QC itself. The CCV is required to be run every 10 samples for methods in general, where it is required. Initial Calibration Blanks (ICBs) and Continuing Calibration Blanks (CCBs) are analyzed with the surrounding ICVs and CCVs respectively to ensure a contaminant free analysis.

Microbiology

Micro batch QC samples are more difficult to generalize as requirements can vary greatly from one method to the next. Most Micro methods run at AEL, particularly the membrane filter ones, require 1 pre-blank/Method blank per filtration apparatus used. In addition several methods, including SM9222D, call for mid-blanks and post blanks every 10 samples filtered. Methods also require a positive and negative check in some cases, like MPN analysis. Duplicates are often required every set of 20 samples and sometimes as often as every 10 samples based on method requirements. A method, such as EPA1603, requires batch LCS/MS spiking on a routine basis.

Organics

The batch QC is similar to Inorganics, but is more involved. ICVs, ICBs, CCVs and CCBs bracket every 10 to 20 samples depending on method requirements. The reportable batch QC includes the MB, LCS and MS/MSD set or a duplicate pair every 10 samples depending on method requirements. Most extractable analyses utilize an independent surrogate to verify recovery of the associated analytes from Organic preparation. For methods requiring surrogates every sample and QC sample is spiked with the associated surrogate. GCMS methods also utilize an internal standard per sample/QC sample per batch. Tunes are also analyzed for GCMS methods every 12 hrs. during an active run. A few methods, such as EPA552 and EPA524 require Method Reporting Limit (MRL) checks to verify the low end of the curve every 20 samples. And some methods, like EPA8081/608, have breakdown criteria checks run at the beginning of every sequence.

Metals

The general QC for Metals is similar to Wet Chemistry. The reportable QC of one MB, LCS, MS/MSD set or duplicate set criteria is met every batch of 20 samples based on method needs. Curve verification ICV, ICB, CCV and CCB sample QC are analyzed every 10 samples. Methods, like EPA 200.7, are more involved. Interference Check Standards (ICSs) are analyzed once per batch of 20 samples and Practical Quantitation Limit (PQL) checks are run once at the beginning of each analysis run. Internal standard checks are analyzed per sample and QC sample.

All QC elements are required to meet method and/or regulatory criteria, or lab developed criteria if method or regulatory criteria don't exist. If these criteria are not met, AEL will follow the processes described in the TNI Standard for corrective actions and reporting results as well as FDEP regulations for properly reporting data, including the use of FDEP Qualifier codes, in final report formats.

10. DESCRIBE THE ABILITY OF THE PROPOSER TO RUN QC SAMPLES AT A HIGHER FREQUENCY FOR COUNTY PROJECTS.

AEL runs batch QC on client samples (MS/MSD/Duplicate) at random selection. While it is possible to analyze QC samples based on selective clients, at client request, it would become difficult to do so if all clients requested the same treatment. AEL will make every attempt to meet the client's needs if such a request is made.

11. DESCRIBE THE STEPS (CORRECTIVE ACTIONS) UTILIZED WHEN LABORATORY QC SAMPLES FAIL, OR TRIP BLANKS FAIL. FOR ACCURACY AND CLARITY, THIS SHOULD BE BROKEN INTO GENERAL LAB AREAS, SUCH AS NUTRIENTS, METALS, WET CHEMISTRY, MICROBIOLOGY, ORGANICS, AND RADIOCHEMISTRY. IS THE PROPOSER WILLING TO PROVIDE THIS INFORMATION UPON REQUEST TO THE COUNTY?

Wet Chemistry

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis, but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the PM has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case

narrative issued with each event.

A few QC items specific to particular methods, such as SM5210B, may have exceedances that will result in data being affected. Uncommon QC method exceedances are to be communicated by the lab to the PM, who in turn notifies the client to discuss options. The data will either be qualified and reported, with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

Micro

Method Blank (MB), Pre blank or Post blank QC exceedances are uncommon, but can happen. If the samples reported are below the analyte Method Detection Limit (MDL) then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL) then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS) or positive control QC exceedances are not common, but can happen. If the positive batch QC exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the positive batch QC exceeds limits, biased low, then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs and other positive controls are not common at AEL, but when they do occur root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) QC exceedances are reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. MS exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

Metals

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC

exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB value then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis, but are often reported using a J qualifier for matrix interference. A case narrative describing the interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the PM has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

Internal Standards utilized for some Metals methods, such as EPA 200.7, have QC requirements that must be met. If the samples exceed the internal standard limits then the sample is re-run for reporting purposes.

A few QC items specific to particular methods, such as EPA200.7, may have exceedances that will result in data being affected. Uncommon QC method exceedances are to be communicated by the lab to the PM, who in turn notifies the client to discuss options. The data will either be qualified and reported,

with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

Organics

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB value then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-extracted/re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-extracted/re-run within sufficient hold time then the lab notifies the Project Manager (PM), Lab Manager (LM) and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis, but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the PM has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

Internal Standards utilized for some Organics methods have method specific QC requirements that must be met. If the samples exceed the internal standard limits then the sample is re-prepped/re-run for reporting purposes.

Surrogate QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis, but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-extracted/re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-extracted/re-run within hold time and is approved by the client after the PM has discussed options with them. Surrogate exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

A few QC items specific to particular methods, such as EPA552.2, may have exceedances that will result in data being affected. The QC items and affected samples are re-extracted/re-run where possible.

Uncommon QC method exceedances are to be communicated by the lab to the PM, who in turn notifies the client to discuss options. The data will either be qualified and reported, with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

12. DESCRIBE THE USE OF DATA QUALIFIERS AND THE SOURCE OF THE DATA QUALIFIERS USED. INCLUDE WHERE THESE DATA QUALIFIERS ARE DEFINED.

AEL typically utilizes the FDEP qualifiers as described in FAC 62-160 Table 1. Data is properly qualified when necessary, and the reasons behind the qualifiers and what possible impacts they may have on the data will be recorded in the case narrative. The analyst and supervisor are responsible for this step. The PM is to verify the accuracy of the qualifiers. Data qualifier codes are defined in the Quality Manual under section 12.1

13. DESCRIBE THE PROTOCOL FOR THE COUNTY TO REQUEST REANALYSIS AND ANY ASSOCIATED ADDITIONAL CHARGES RELATED TO REANALYSIS.

For re-analysis of samples, the county would contact the PM on the account and request that a re-analysis be performed. Requests for re-analysis of samples do not usually result in additional charges unless the client either requests them often, and they lead to confirmation most of the time, or if resampling is required.

14. DESCRIBE THE ABILITY TO MEET ANALYTICAL METHOD DETECTION LIMIT ("MDL") LIMIT OF DETECTION ("LOD") AND PRACTICAL QUANTITATION LIMIT ("PQL") LIMIT OF QUANTIFICATION ("LOQ") REQUIREMENTS AS LISTED IN FAC 62.550; ALSO, SPECIFICALLY LIST ANY EXCEPTIONS BY METHOD AND ANALYTE. DESCRIBE THE ABILITY OF ANALYTICAL MDLS (LODS) TO BE ADEQUATE TO DETERMINE COMPLIANCE WITH SURFACE WATER, GROUNDWATER, AND BIOSOLIDS STANDARDS AS

LISTED IN STATE AND FEDERAL REGULATIONS (I.E., FAC 62-302 SURFACE WATER QUALITY STANDARDS).

AEL is able to meet all analytical MDL (LOD) and PQL (LOQ) state and federal requirements as listed in FAC 62-550. In the case of new projects during the contract period, that require other state and federal requirements, such as surface water, groundwater, and biosolids, AEL Tampa would work with Pinellas County and the AEL network to best accommodate special requests. AEL performs routine testing for all of the sample groups and is aware of meeting the MDL (LOD) and PQL (LOQ) regulations.

The laboratory's MDLs (LODs) and PQLs (LOQs) must be such that the FDEP Program limits/water quality criteria/permit limits are met. MDLs must be determined in accordance with most recent version of EPA's "Definition and Procedure for the Determination of the Method Detection Limit."

15. DESCRIBE HOW DIFFERENT SAMPLE MATRICES ARE ANALYZED WITHIN BATCHES IN RELATION TO THE ASSOCIATED QC SAMPLES.

AEL separates all soil/solid/sediment matrices from waters/drinking waters per batch. Unless the lab holds different certified methods for different water matrices (drinking water vs non-potable), all samples for a particular method are generally batched together and share batch QC. Batch QC, such as MS/MSD/duplicate sets are analyzed at random, regardless of water type. Solid samples are treated similarly, regardless of consistency.

16. DESCRIBE THE PROCESS FOR COUNTY-REQUESTED SPECIAL NOTIFICATIONS (USUALLY RELATED TO REGULATORY EXCEEDANCES).

The County personnel would request this special notification from the AEL Project Manager.

Reports and Invoices

EXAMPLES OF TYPICAL REPORTS, INVOICES, AND COCs.

See Appendix H for example of Report, Invoice and COC.

1. DESCRIBE HOW REPORTS AND INVOICES ARE UNIQUELY IDENTIFIED.

Reports and invoices are uniquely identified by the LIMS unique, assigned workorder number/project number/job number (however named). When samples are logged into our LIMS, systems the a unique workorder number is automatically assigned linking the county samples to the project, bottles, tests, COC, report and invoice.

2. DESCRIBE HOW REPORTS AND INVOICES ARE UNEQUIVOCALLY LINKED TO EACH OTHER FOR A SINGLE CHAIN OF CUSTODY OF SAMPLES/TESTS.

Reports and invoices are uniquely identified by the LIMS automatically generated identification (workorder number). This LIMS workorder number becomes the link between the sample, report and

invoice. This is a permanent reference.

3. DESCRIBE THE ABILITY OF THE PROPOSER TO SEND REPORTS AND INVOICES ELECTRONICALLY TO MULTIPLE COUNTY RECIPIENTS.

Reports and invoices are normally downloaded to a PDF file and then emailed to the County's list of recipients. Reports are also available on LabOnline site where the county can access reports 24 hours a day.

4. LIST THE NORMAL DELIVERY TIMEFRAMES FOR REPORTS WITH INVOICES; LIST ALL TIMEFRAMES FOR TESTS LISTED IN ATTACHMENT A IF THERE IS MORE THAN ONE TIMEFRAME. ALSO INCLUDE DELIVERY TIMEFRAMES FOR REPORTS WITH INVOICES FOR SUB-CONTRACTED WORK.

Standard TAT for reports and invoices for AEL analyses is 10 working days. Special analysis or requests may require additional time. Rush analysis can be performed, and this request needs to be coordinated through the Project Manager. Most subcontracted analyses also have a 10 business day turnaround from sample receipt to their laboratory. If there is a delay with AEL or Subcontractor TAT, the AEL PM will notify the appropriate County PM.

5. LIST THE ITEMS THAT ARE INCLUDED ON INVOICES.

Invoices will include the County's PO number, AEL workorder number, Project name, quantities, collection dates, received dates and individual analysis along with their prices. The workorder number recorded on the invoice serves to link the invoice to the final report.

6. LIST ALL ITEMS THAT ARE INCLUDED IN REPORTS. INCLUDE A DESCRIPTION HOW QC SAMPLES ARE ASSOCIATED WITH PINELLAS COUNTY SAMPLES WITHIN REPORTS. DESCRIBE HOW CONTRACTOR LABORATORY'S REPORTS COMPLY WITH THE REQUIREMENTS IN FAC 62-160.340.

AEL's standard report includes a Cover page associated with the sample batch. Additional information included in the standard report should be requested through the PM. AEL's Final Reports meet NELAC TNI requirements and must meet the requirements in FAC 62-160.340.

7. DESCRIBE THE PROPOSER'S ABILITY TO DELIVER REPORTS IN THE FOLLOWING FORMATS ON A REGULAR BASIS:

8. STANDARD LABORATORY REPORT (PDF) WITH RELATED QC INCLUDED - THAT MEET ALL NELAC/TNI CRITERIA (COMPLIANCE WITH MOST RECENT FAC 64E-1)

9. FDEP WIN (WATERSHED INFORMATION NETWORK) - LATEST VERSION

10. FDEP ADAPT (AUTOMATED DATA PROCESSING TOOL) - LATEST VERSION

11. FAC 62-550.730: ALL FORMATS - LATEST VERSIONS

12. DESCRIBE ITEMS ON PAGES 1 AND 3 OF THE 62-550.730 CHEMISTRY REPORT THAT THE PROPOSER IS WILLING TO FILL OUT BASED ON INFORMATION PROVIDED ON THE ASSOCIATED COC.

13. CUSTOM EDDs

14. UCMR (UNREGULATED CONTAMINANTS MONITORING RULE - 40CFR141) - LATEST VERSION

15. IS THE PROPOSER REGISTERED AS AN ACTIVE USER ON THE EPA CDX\SDWRS\UCMR#

INTERNET-BASED REPORTING SYSTEM?

AEL can provide all the deliverables listed above. AEL Tampa houses the AEL IT staff. AEL IT staff configures custom Electronic Deliverables as one of the many services AEL provides. AEL can complete Page 1 sample site information fields on, Page 2, and Page 3 of the 62.550.730 forms on the Final Reports. AEL is an EPA Certified UCMR 5 laboratory for the past two years. By being a UCMR 5 laboratory, AEL is registered using and reporting results in the EPA's CDX/SDWARS System.

16. DOES THE PROPOSER PROVIDE CASE NARRATIVES WITH REPORTS? IF SO, DESCRIBE THE FREQUENCY AND TYPICAL USAGE IF NOT INCLUDED WITH EVERY REPORT.

Case narratives are addendums to the analytical report that explain anything out of the ordinary that happened with the samples during the sample receipt through the analytical processes. The analytical case narratives are compiled for each analytical batch. They are broken down into sections – one for organics and one for inorganics. Case Narratives are not required in all projects at AEL, but are utilized to explain anything out of the ordinary that happened with the samples during the sample receipt through the analytical processes. In general, most case narratives are attached to explain a data qualifier that is contained in the final report. Some clients may never see any case narratives attached to their final reports if everything from sample receipt to analysis ran smoothly, while they may be more common for other clients' sample sites. They are most often used for notification of sample QC exceedances resulting from matrix interferences. Some samples have more matrix interferences than others, based on makeup, which affects how often a case narrative may be seen per sample site. Case narratives can also be used to report items such as insufficient preservation, hold time exceedance, temperature receipt exceedance, chlorine exceedance, lab contamination or lab batch QC exceedances, all of which are very uncommon.

17. DOES THE PROPOSER HAVE AN ONLINE ACCESS/CLIENT PORTAL FOR VIEWING DATA, REPORTS, AND INVOICES? IF SO, DESCRIBE THE CAPABILITIES AND SECURITY.

Reports and invoices are normally downloaded to a PDF file and then emailed to the appropriate County's list of recipients. Reports are also available on LabOnline site where the county can access reports and Invoices 24 hours a day. Specific guidelines will be set at Counties request on filing specifications. For security, AEL coordinates with the appropriate County PM to designate who has access to specific project data in LabOnline, and each user has a unique username and password. Two different accounts will need to be created to ensure confidentiality of project data; one for Pinellas County Utilities and one for Pinellas County Solid Waste.

18. DESCRIBE ANY SURCHARGES, WASTE DISPOSAL CHARGES, ENVIRONMENTAL IMPACT FEES, AND ANY OTHER FEES THAT MAY BE CHARGED FOR WORK RELATED TO THE ITEMS LISTED IN ATTACHMENT A.

All AEL and Subcontractor charges for analyses are included in the Unit Prices in Attachment B -Price Proposal. No additional fees will be imposed.

19. DISCUSS ANY CHARGES RELATED TO THE PROPOSER LABORATORY/METHOD REQUIRED BLANKS (I.E., TRIP BLANKS, ETC.).

AEL does charge for EPA Required UCMR5 PFAS Field Blanks. AEL does not charge for analysis of required NELAC QC Blanks. If Pinellas County requires analysis of a Field Blank, Equipment Blank, or Trip Blank, AEL will charge for it as if it is an actual environmental sample.

20. DESCRIBE ANY DIFFERENCES IN COST FOR WORK THAT THE PROPOSER SUBCONTRACTS:

21. WITHIN THEIR ORGANIZATION.

22. OUTSIDE THEIR ORGANIZATION.

AEL does not increase any charges for analyses performed by other AEL laboratories. AEL does mark up subcontractor rates outside our organization to cover overhead costs such as shipping and sample processing. All these costs are included in the unit Rates in Attachment B.

23. DESCRIBE HOW SUBCONTRACTED DATA IS REPORTED.

The subcontract laboratory emails completed reports to the AEL Project Manager. The AEL Project Manager reviews the data, then inserts the data into the AEL PDF final report. The final PDF report is then emailed to the appropriate County contact.

24. DESCRIBE HOW SUBCONTRACTED LABORATORIES ARE PAID AND BY WHOM.

Typically, AEL pays the Subcontractor within 30 days of being paid by the County. Depending on the subcontractor, AEL may occasionally pay up front before the County has paid AEL.

25. DESCRIBE HOW LONG DATA AND REPORTS ARE RETAINED.

AEL retains sample data / reports for a minimum of 5 years upon completion of the analysis.

Miscellaneous

1. IS THE PROPOSER WILLING TO BEAR THE COSTS RELATED TO RESAMPLING BY THE COUNTY SHOULD THE PROPOSER FAIL TO ANALYZE SAMPLES WITHIN HOLD TIME OR OBTAIN A QUESTIONABLE RESULT DUE TO:

(1) DAMAGING A SAMPLE IN THEIR POSSESSION

(2) LOSING A SAMPLE

(3) CONTAMINATING A SAMPLE

(4) OTHER PROPOSER ERROR

(5) IF WILLING, PROVIDE A STATEMENT TO THIS EFFECT.

AEL will cover the resampling costs of samples if samples are damaged in our possession, loss of sample, contaminate a sample or other error while sample is in AEL's possession.

2. DESCRIBE HOW LONG SAMPLES ARE RETAINED AFTER THE FINAL REPORT AND INVOICE ARE DELIVERED TO THE COUNTY.

*The Minimum sample retention time is 30 days from the receipt of sample. Samples requiring storage beyond the minimum time may be stored at ambient temperatures.
If Pinellas County would like their samples maintained beyond this time frame, a request should be made through the AEL Project Manager.*

3. DESCRIBE THE PROPOSER’S WILLINGNESS TO ALLOW ON-SITE INSPECTIONS DURING NORMAL BUSINESS HOURS BY THE COUNTY WITH NOTICE.

AEL always encourages and requests that our clients visit and perform on-site inspections during normal business hours.

4. IS THE PROPOSER WILLING TO SUBMIT PRICES FOR ITEMS LISTED IN ATTACHMENT A? ALSO, PROVIDE HOW THOSE PRICES MAY/MAY NOT CHANGE DURING THE CONTRACT PERIOD. IF WILLING, PROVIDE A DESCRIPTION OF THIS PROCESS.

AEL’s Prices for items listed in Attachment A are in Attachment B Price Page. AEL’s unit price is set for the contract duration. AEL would request Pinellas County to relook at pricing unit rates if there is an economic impact necessity. The request would be in writing to the County.

5. IS THE PROPOSER WILLING TO ACCEPT WORK NOT LISTED IN THIS RFP? DESCRIBE HOW THIS WORK WILL BE QUOTED TO THE COUNTY.

As in the past, AEL will work with the county in accepting work that is not listed in the proposal. The AEL Project Manager will discuss the project requirements including MDL’s, methods and pricing with the county to meet the county’s request.

6. DESCRIBE THE PROCESS TO BE USED WHEN THE PROPOSER NEEDS TO SUBSTITUTE A TEST METHOD FOR THE ONE THAT WAS REQUESTED. INCLUDE DOCUMENTATION TO BE PROVIDED TO THE COUNTY AND THE TIME FRAME FOR COMMUNICATING THIS INFORMATION.

AEL is always looking at increasing our efficiency and updating our instrumentation. If a new method is available and meets the contract requirements, AEL will request Pinellas County to look at alternative methods. Methods must meet regulations and permits. The AEL PM will email the appropriate County PM to ask if the alternative method is possible and schedule when the switch can occur to not compromise Data Quality Objectives.

Any new methods or method substitutions are required to meet the TNI Standard criteria (i.e. be accredited by FDOH ELCP), CFR 146 requirements, FDEP regulations (including any tables of approved methods), and client requirements (such as permit requirements, etc.), unless agreed upon otherwise, in writing, in advance.

Tab 5 Exceptions to RFP

Advanced Environmental Laboratories, Inc. has no exceptions to specifications in the Solicitation 24-0687-RFP for Pinellas County.

Exhibit G – Price Page

ADDENDUM No. 1 - 24-0687-RFP Laboratory Testing And Field Sampling Services - Water, Solids, And Chemicals

Line Item	Frequency	Description	Three Year Quantity	Unit of Measure	Unit Cost	Extended Total
1	As Needed	ASTM D-7605-11 (4-Nonylphenol)	15	Each	\$550.00	\$8,250.00
2	As Needed	EPA 1613 (Dioxins)	15	Each	\$250.00	\$3,750.00
3	As Needed	EPA 1631 E	58	Each	\$60.00	\$3,480.00
4	As Needed	EPA 1664 A or 1664 B	45	Each	\$30.00	\$1,350.00
5	As Needed	EPA 1666 (Acetates)	18	Each	\$400.00	\$7,200.00
6	As Needed	EPA 180.1/SM2130B	42	Each	\$8.00	\$336.00
7	As Needed	EPA 200.7	138	Each	\$6.00	\$828.00
8	As Needed	EPA 200.8	110	Each	\$6.00	\$660.00
9	As Needed	EPA 245.1	180	Each	\$20.00	\$3,600.00
10	As Needed	EPA 300.0	79	Each	\$7.00	\$553.00
11	As Needed	EPA 300.1	15	Each	\$10.00	\$150.00
12	As Needed	EPA 351.2	36	Each	\$13.00	\$468.00
13	As Needed	EPA 353.2	30	Each	\$8.00	\$240.00
14	As Needed	EPA 365.1	30	Each	\$7.00	\$210.00
15	As Needed	EPA 365.4	36	Each	\$11.50	\$414.00
16	As Needed	EPA 410.4	36	Each	\$9.00	\$324.00
17	As Needed	EPA 420.4	156	Each	\$20.00	\$3,120.00
18	As Needed	EPA 504.1	18	Each	\$32.00	\$576.00
19	As Needed	EPA 508 or EPA 508.1	30	Each	\$57.50	\$1,725.00
20	As Needed	EPA 515.3	15	Each	\$69.00	\$1,035.00
21	As Needed	EPA 524.2 TTHMs only	945	Each	\$35.00	\$33,075.00
22	As Needed	EPA 524.2 Full List	30	Each	\$45.00	\$1,350.00
23	As Needed	EPA 525.2	30	Each	\$70.00	\$2,100.00
24	As Needed	EPA 531.1	18	Each	\$40.00	\$720.00
25	As Needed	EPA 547	24	Each	\$35.00	\$840.00
26	As Needed	EPA 548.1	18	Each	\$50.00	\$900.00
27	As Needed	EPA 549.2	18	Each	\$50.00	\$900.00
28	As Needed	EPA 552.2	915	Each	\$50.00	\$45,750.00
29	As Needed	EPA 608.3	120	Each	\$60.00	\$7,200.00
30	As Needed	EPA 615	15	Each	\$185.00	\$2,775.00
31	As Needed	EPA 624 or EPA 624.1 TTHMs only	150	Each	\$30.00	\$4,500.00
32	As Needed	EPA 624 or EPA 624.1 Full List	300	Each	\$55.00	\$16,500.00
33	As Needed	EPA 625.1	120	Each	\$105.00	\$12,600.00
34	As Needed	EPA 1677-OIA (Free Cyanide)	15	Each	\$175.00	\$2,625.00
35	As Needed	EPA 6010	30	Each	\$6.50	\$195.00
36	As Needed	EPA 6020	30	Each	\$6.50	\$195.00
37	As Needed	EPA 7470 or 7471	240	Each	\$18.00	\$4,320.00
38	As Needed	EPA 8011	15	Each	\$35.00	\$525.00
39	As Needed	EPA 8260	300	Each	\$55.00	\$16,500.00
40	As Needed	EPA 8270	60	Each	\$100.00	\$6,000.00
41	As Needed	EPA 8081 (Permethrin)	60	Each	\$270.00	\$16,200.00
42	As Needed	EPA 8082	15	Each	\$55.00	\$825.00
43	As Needed	EPA 8141	15	Each	\$80.00	\$1,200.00
44	As Needed	EPA 8151 (Picloram)	15	Each	\$366.00	\$5,490.00
45	As Needed	EPA 9012 (9014) CN	15	Each	\$25.00	\$375.00
46	As Needed	EPA 9066	15	Each	\$250.00	\$3,750.00
47	As Needed	EPA 900 (Gross Alpha)	15	Each	\$40.00	\$600.00
48	As Needed	EPA 903.1 (Radium 226)	15	Each	\$75.00	\$1,125.00
49	As Needed	EPA Ra-05 (Radium 228)	15	Each	\$75.00	\$1,125.00
50	As Needed	Total Radium Calculation	15	Each	\$30.00	\$450.00
51	As Needed	FL-PRO	18	Each	\$40.00	\$720.00
52	As Needed	SM 2320B	172	Each	\$10.00	\$1,720.00
53	As Needed	SM 2340 B (calculated)	31	Each	\$12.00	\$372.00
54	As Needed	SM 2540B	42	Each	\$7.00	\$294.00
55	As Needed	SM 2540 C	106	Each	\$9.00	\$954.00
56	As Needed	SM 2540 D	342	Each	\$9.00	\$3,078.00

57	As Needed	SM 2540G	150	Each	\$12.00	\$1,800.00
58	As Needed	SM 4500CIB	106	Each	\$12.00	\$1,272.00
59	As Needed	SM 4500-CN-E	186	Each	\$25.00	\$4,650.00
60	As Needed	SM 4500-CN-G (Amenable & Free Cyanide)	18	Each	\$35.00	\$630.00
61	As Needed	SM 4500H+B	27	Each	\$5.00	\$135.00
62	As Needed	SM 4500NO3-F	112	Each	\$8.00	\$896.00
63	As Needed	SM 4500NO3F-SM4500NO2B (calculated)	121	Each	\$8.00	\$968.00
64	As Needed	SM 4500NO2B	106	Each	\$8.00	\$848.00
65	As Needed	SM 4500NH3H	106	Each	\$15.00	\$1,590.00
66	As Needed	SM 5310B	64	Each	\$20.00	\$1,280.00
67	As Needed	SM 5540 C	15	Each	\$22.00	\$330.00
68	As Needed	SM 9215E (SimPlate)	15	Each	\$0.00	\$0.00
69	As Needed	SM 9215D	27	Each	\$0.00	\$0.00
70	As Needed	SW 9045C	18	Each	\$0.00	\$0.00
71	As Needed	SW-846 6010	105	Each	\$6.50	\$682.50
72	As Needed	SW-846 7470A	316	Each	\$15.00	\$4,740.00
73	As Needed	SW-846 7471A	99	Each	\$15.00	\$1,485.00
74	As Needed	SW-846 8260B, 8260D, 8260-SIM	400	Each	\$0.00	\$0.00
75	As Needed	Hex Chrom SM 3500CR-D	15	Each	\$40.00	\$600.00
76	As Needed	TKN+Nox Calculation	30	Each	\$30.00	\$900.00
77	As Needed	HAA5 includes HAA6Br, HAA9	30	Each	\$50.00	\$1,500.00
78	As Needed	Particle Size PSA	60	Each	\$90.00	\$5,400.00
79	As Needed	ASTM-D516-16	30	Each	\$15.00	\$450.00
80	As Needed	EPA 1633 PFAS	60	Each	\$345.00	\$20,700.00
UCMR Testing						
81	As Needed	UCMR EPA 200.7	30	Each	\$30.00	\$900.00
82	As Needed	UCMR EPA 533	30	Each	\$250.00	\$7,500.00
83	As Needed	UCMR EPA 537.1	30	Each	\$250.00	\$7,500.00

Solid Waste

Line Item	Frequency	Analytic Method/Test	Description	Three Year Quantity	Unit of Measure	Unit Cost	Extended Total	Site Location	Sample ID Location
84	Semi-annual	SM 2540C	Total Dissolved Solids	144	Each	\$9.00	\$1,296.00	Groundwater Bridge Way Acres ("BWA")	MW-16, MW-18A, MW-19A, MW-20A, MW-21, MW-22, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, PZ-5, PZ-16C, PZ-23, PZ-27, PZ-28, PZ-29, PZ-34, PZ-36, PZ-48, FL-5, FL-6 (23 wells + 1 eq bl)
85	Semi-annual	SM 4500CIB	Chloride	144	Each	\$12.00	\$1,728.00		
86	Semi-annual	EPA 200.7-NPW	Heavy metals	144	Each	\$36.00	\$5,184.00		
87	Semi-annual	EPA 200.8-NPW	Trace metals	144	Each	\$66.00	\$9,504.00		
88	Semi-annual	SM 4500NH3H	Ammonia	144	Each	\$20.00	\$2,880.00		
89	Semi-annual	SM 4500-NO2B	Nitrite	144	Each	\$8.00	\$1,152.00		
90	Semi-annual	SM 4500NO3F	Nitrate+Nitrite	144	Each	\$14.00	\$2,016.00		
91	Semi-annual	SM4500NO3F-SM4500NO2B*	Nitrate	144	Each	\$1.00	\$144.00		
92	Semi-annual	SW-846 7470A	Mercury	162	Each	\$15.00	\$2,430.00		
93	Semi-annual	SW-846 8260	Volatile Organic Compounds (VOCs)	180	Each	\$45.00	\$8,100.00		
94	Semi-annual	SW-8260(SIM)	Volatile Organic Compounds (VOCs)	180	Each	\$30.00	\$5,400.00	Groundwater Toytown	MW-15, MW-16, MW-18A, MW-19A, MW-20A, MW-21, MW-22, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, PZ-5, PZ-16C, PZ-23, PZ-27, PZ-28, PZ-29, PZ-34, PZ-36, PZ-48, FL-5, FL-6 (26 wells + 1 eq bl) MW-15, MW-16, MW-18A, MW-19A, MW-20A, MW-21, MW-22, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, PZ-5, PZ-16C, PZ-23, PZ-27, PZ-28, PZ-29, PZ-34, PZ-36, PZ-48, FL-5, FL-6 (26 wells + 1 eq bl) MW-15, MW-16, MW-18A, MW-19A, MW-20A, MW-21, MW-22, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, PZ-5, PZ-16C, PZ-23, PZ-27, PZ-28, PZ-29, PZ-34, PZ-36, PZ-48, FL-5, FL-6 (26 wells + 1 eq bl) See Above
95	Semi-annual	Field Sampling all tests above	Field Sampling	6	Each	\$4,320.00	\$25,920.00		
96	Semi-annual	ASTM D516-16	Sulfate	84	Each	\$12.00	\$1,008.00		
97	Semi-annual	SM 2320B	Bicarbonate, Carbonate, Phenolphthalein & Total Alk	84	Each	\$20.00	\$1,680.00		
98	Semi-annual	SM 2540C	Total Dissolved Solids	84	Each	\$9.00	\$756.00		
99	Semi-annual	SM 4500CIB	Chloride	84	Each	\$12.00	\$1,008.00		
100	Semi-annual	SM 5310B	Total Organic Carbon	84	Each	\$30.00	\$2,520.00		
101	Semi-annual	EPA 200.7-NPW	Heavy metals	84	Each	\$18.00	\$1,512.00		
102	Semi-annual	EPA 200.8-NPW	Trace metals	84	Each	\$20.00	\$1,680.00		
103	Semi-annual	SM 4500NH3H	Ammonia	84	Each	\$20.00	\$1,680.00		
104	Semi-annual	SM 4500-NO2B	Nitrite	84	Each	\$8.00	\$672.00		
105	Semi-annual	SM 4500NO3F	Nitrate+Nitrite	84	Each	\$14.00	\$1,176.00		
106	Semi-annual	SM4500NO3F-SM4500NO2B*	Nitrate	84	Each	\$1.00	\$84.00		

Agreement #24-0687-RFP

Title: Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals

107	Semi-annual	SW-846 7470A	Mercury	66	Each	\$15.00	\$990.00		MW-1, MW-2A, MW-3, MW-4, MW-5, MW-6A, MW-7, MW-8, MW-9, MW-10 (10 wells + 1 eq bl)
108	Semi-annual	SW-846 8260B	Volatile Organic Compounds (VOCs)	78	Each	\$45.00	\$3,510.00		MW-1, MW-2A, MW-3, MW-4, MW-5, MW-6A, MW-7, MW-8, MW-9, MW-10 (10 wells + 1 eq bl + 2 trip blank)
109	Semi-annual	Field Sampling all tests above	Field Sampling	6	Each	\$2,880.00	\$17,280.00		See Above
110	Semi-annual	EPA 200.7-NPW	Heavy metals	12	Each	\$24.00	\$288.00	Surface Water Toytown	SW-1, SW Eq. Blank
111	Semi-annual	EPA 200.8-NPW	Trace metals	12	Each	\$20.00	\$240.00		
112	Semi-annual	EPA 1631E	Mercury	12	Each	\$60.00	\$720.00		
113	Semi-annual	SM 2340B	Calcium Hardness, Calculated	12	Each	\$18.00	\$216.00		
114	Semi-annual	Field Sampling all tests above	Field Sampling	6	Each	\$360.00	\$2,160.00		
115	Monthly	EPA 200.7-NPW	Calcium	36	Each	\$6.00	\$216.00	Industrial Water Treatment Facility ("IWTF")	BWSW-4
116	Monthly	SM 2340B	Calcium Hardness, Calculated	36	Each	\$18.00	\$648.00		BWSW-4
117	Monthly	EPA 200.7-NPW	Calcium	36	Each	\$6.00	\$216.00		Industrial Water Treatment Facility – Finished Water Effluent
118	Monthly	SM 2340B	Calcium Hardness, Calculated	36	Each	\$18.00	\$648.00		Industrial Water Treatment Facility – Finished Water Effluent
119	Monthly	SM 2320B	Total Alkalinity	36	Each	\$20.00	\$720.00		Industrial Water Treatment Facility – Finished Water Effluent
120	Monthly	SM 2540D	Total Suspended Solids	36	Each	\$11.00	\$396.00		Industrial Water Treatment Facility – Finished Water Effluent
121	Monthly	ASTM D516-11	Sulfate	36	Each	\$12.00	\$432.00		IWTF Post Clarifier
122	Quarterly	SM 9215D	Heterotrophic Bacteria	12	Each	\$30.00	\$360.00		IWTF Post RO Conc S2
123	Quarterly	SM 9215D	Heterotrophic Bacteria	12	Each	\$30.00	\$360.00		IWTF Post RO Perm S2
124	Monthly	ASTM D516-11	Sulfate	36	Each	\$12.00	\$432.00		IWTF Pre Clarifier
125	Quarterly	SM 9215D	Heterotrophic Bacteria	12	Each	\$30.00	\$360.00	IWTF Pre RO	
126	Quarterly	EPA 200.7-NPW	Iron	12	Each	\$6.00	\$72.00	IWTF Pre RO	
127	*Shows on laboratory report, but these are calculated values, not tests performed								

Additional Services To be Ordered As and If Needed

Line Item	Frequency	Description	Three Year Quantity	Unit of Measure	Unit Cost	Extended Total
128	As Needed	24-Hour Rush, 100% Rush Fee Surcharge	30	Each	100%	\$30.00
129	As Needed	48-Hour Rush, 75% Rush Fee Surcharge	30	Each	75%	\$22.50
130	As Needed	72-Hour Rush, 50% Rush Fee Surcharge	30	Each	50%	\$15.00
131	As Needed	Field sampling, all tests	74	Hour	\$65.00	\$4,810.00
132	As Needed	Trip Charge, per hour	20	Hour	\$15.00	\$300.00
133	As Needed	Trip Charge, per trip	17	Each	\$30.00	\$510.00

Unspecified

Line Item	Frequency	Description	Quantity	Unit of Measure	Unit Cost	Total
134	As Needed	Unspecified- other tests not listed, substitute testing methods, etc.	1	All	\$40,000.00	\$40,000.00
135	Contingency (Unspecified Department Use)					\$5,000.00
136	Grand Total					\$463,355.00

Populate areas in green. Quantities quoted are estimated totals, and there is no guarantee of the number of services, if any, to be ordered. All pricing stated shall be FOB Destination and inclusive of all fees and charges incurred to provide these services. In the event that an awarded item (test method) is no longer available, or the Contractor no longer offers the item (test method) during the term of this contract, the Contractor shall provide an approved acceptable substitute item (test method) at a mutually acceptable negotiated price. Updates to methods, such as required by EPA's Method Update Rule or other regulations, shall retain the price of the previous test method version unless just cause can be shown to change the price. The Contractor shall file a written request with the purchasing department and be granted approval to substitute in writing before any substitution may be made.



SOLICITATION

24-0687-RFP

LABORATORY TESTING AND FIELD SAMPLING SERVICES- WATER, SOLIDS, AND CHEMICALS

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

THE MISSION OF PINELLAS COUNTY

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

ISSUE/RELEASE DATE: August 7, 2024

QUESTION SUBMISSION DEADLINE: August 14, 2024

PROPOSAL SUBMISSION DEADLINE: September 10, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

<https://procurement.opengov.com/portal/pinellasfl>

Pinellas County
SOLICITATION
Laboratory Testing And Field Sampling Services- Water, Solids, And
Chemicals

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1. Notice

SOLICITATION

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

RFP - Informal / Formal

24-0687-RFP

Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: None

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

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

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

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: procurement-support@opengov.com

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

2. Introduction

2.1. Summary

To establish a contract for laboratory testing and field sampling services to include, but not limited to NELAC/TNI Fields of Accreditation: Drinking Water, Non-Potable Water, and Solids & Chemical Materials for various departments and locations.

2.2. Contact Information

Patricia Cortez

Lead Procurement Analyst

400 S. Fort Harrison Ave 6th Fl

Clearwater, FL 33756

Email: pdcortez@pinellas.gov

Phone: [\(727\) 464-3766](tel:(727)464-3766)

Department:

UTILITIES

2.3. Timeline

Issue Date	August 7, 2024
Question Submission Deadline	August 14, 2024, 3:00pm
Proposal Submission Deadline	September 10, 2024, 3:00pm

3. Special Terms & Conditions

3.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals to be ordered, as and when required.

3.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

3.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 months with unit prices adjustable at twelve (12) month after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

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

3.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month extension(s) beyond the primary contract period.

Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id:Consumer Price Index (CPI) Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

3.5. PRE-COMMENCEMENT MEETING

A Pre-commencement meeting will be held after the award of the Agreement and before the Agreement has started. Facility Representatives from all departments will be present to discuss their locations and any special instructions that may need to take place.

3.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

3.7. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

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

3.8. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

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

3.9. QUANTITIES

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

4. Instructions & General Conditions for Submittals

4.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".
- D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

4.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
 - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
 - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - 3. Alternate submittals will not be considered unless authorized by the solicitation.
 - 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
 - 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
 - 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.

7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

B. SUBMITTAL METHOD & FORMAT

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
 - a. How do I convert my files to PDF format?
 - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
 - c. Should I scan everything and save as PDF?
 - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR

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

D. INTEGRITY OF SOLICITATION DOCUMENTS

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

E. LATE SUBMISSION OR MODIFICATIONS

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

F. WITHDRAWAL OF SUBMITTAL

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

G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

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

H. REJECTION OF SUBMISSION

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

I. PUBLIC REVIEW AT OPENING

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

J. TABULATION INQUIRIES

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

4.3. JOINT VENTURES

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

4.4. EVALUATION CRITERIA - RFP

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified Contractor, per the evaluation criteria listed in the solicitation.

4.5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- A. the right to rank firms and negotiate with the most qualified firm.
- B. the right to select the proposal that it believes will serve the best interest of Pinellas County.
- C. the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- D. the right to cancel the entire Request for Proposal.
- E. the right to remedy or waive technical or immaterial errors in the Request for Proposal or in the proposals submitted.
- F. the right to request any necessary clarifications or proposal data without changing the terms of the solicitation.
- G. the right to require the Proposer to perform the services required on the basis of the original submittal without negotiation.

4.6. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

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

"Stay of procurement during protests. There shall be no stay of procurement during protests."

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

4.7. ADA REQUIREMENT FOR PUBLIC NOTICES

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

4.8. ADDITIONAL REQUIREMENTS

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

4.9. COLLUSION

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

4.10. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into

by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.

- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

1. Pinellas County Clerk of Circuit Court – Division of Inspector General
2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

4.11. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

4.12. CONTRACTOR CAPABILITY / REFERENCES

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

4.13. CONTRACTOR LICENSE REQUIREMENT

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

4.14. CORPORATE REGISTRATION

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

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

4.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

4.16. E-VERIFY

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

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

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

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

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

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

4.17. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

4.18. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

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

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

4.20. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

4.21. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

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

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

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

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

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

4.22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

4.23. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

4.24. NON-EXCLUSIVE CONTRACT

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

4.25. PROCUREMENT POLICY FOR RECYCLED MATERIALS

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

Definitions for Recycled Materials:

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

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

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

4.26. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all “Eligible Users” the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

4.27. PUBLIC EMERGENCIES

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

4.28. PUBLIC ENTITY CRIMES STATEMENT

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

4.29. PUBLIC RECORDS/TRADE SECRETS

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

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

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its

sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;

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

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

4.30. TRUTH IN NEGOTIATIONS

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

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

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

5.3. WORKERS' COMPENSATION INSURANCE

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

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

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

4. General Aggregate \$ 2,000,000

5.5. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 2,000,000

2. General Aggregate \$ 2,000,000

B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

6. Scope of Work / Specifications

6.1. OBJECTIVE/JUSTIFICATION

To establish a contract for laboratory testing and field sampling services, including, but not limited to, the National Environmental Laboratory Conference/Training Needs Identification ("NELAC/TNI") Fields of Accreditation: Drinking Water, Non-Potable Water, and Solids and chemical Materials.

6.2. AWARD OF MULTIPLE VENDORS

The County may award this contract to multiple vendors. This will provide the County with redundancies for critical services.

6.3. REQUIREMENTS

- A. The following documents are required as part of the evaluation criteria and should be included with your RFP submission. Failure to provide the documents prior to RFP deadline will result in the submission being deemed non-responsive. Documents requested here are preferred in electronic format that are clearly titled to match with each item listed below.
 1. The most recent Florida Department of Health, Environmental Laboratory Certification Program Certificate.
 2. The most recent Florida Department of Health, Environmental Laboratory Certification Program Scope of Accreditation.
 3. Copies of the last two (2) full lab, biennial On-site Assessments, including associated Corrective Action Plans.
 4. Copies of sub-contracted laboratory (s) Florida Department of Health, Environmental Laboratory Certification Program Certificates and Scopes.
 5. Florida Department of Health, Environmental Laboratory Certification Program approved NELAC/TNI Quality Manual.
 6. The results from the two (2) most recent Water Pollution ("WP") and Water Supply ("WS") NELAC/TNI Proficiency Testing Studies - full scope studies.
 7. Examples of typical Reports, Invoices, and Chain of Custody ("COC")s.
 8. Statement that the proposer will adhere to the latest certification requirements as listed in the Florida Administrative Code ("FAC") 64E-1 for the duration of the contract.
 9. Website and login credentials to view Client Portal (however named).
 10. Attachment A - Certifications, NELAC/TNI accreditation listing by test method and by laboratory; fully completed to include sub-contract laboratories.

11. Attachment B - Advertisement Price Page, Ad by test method; fully completed to include sub-contracted laboratories.

6.4. SCOPE OF WORK

The County is seeking to establish a multi-year contract with experienced, qualified laboratories for the provision of Laboratory Testing Services and Field Sampling to include, but not limited to NELAC/TNI Fields of Accreditation: Drinking Water, Non-Potable Water, and Solids & Chemical Materials. The contract shall only be awarded to laboratories that are NELAC/TNI-certified by the Florida Department of Health's Environmental Laboratory Certification Program for the contract term. The successful proposer(s) shall furnish all labor, equipment, analytical instrumentation, vehicles, supplies, materials, and incidentals necessary to fulfill the requirements of the contract. To be considered for award of the contract, interested laboratories are required to meet or exceed the following Minimum Specifications and shall present proof of qualifications during the RFP process.

Minimum Specifications:

Proposer may make references to proposer's Quality Manual in proposer's answers to some of these questions, but the proposer is also expected to provide specific answers to these questions in addition to any Quality Manual references.

NOTE: Proposers must respond to each item below in the order listed, clearly referencing each item identification to the associated response (i.e. 1.a with the associated response, 1.b with response, etc.). It is recommended to use the outline form below to address each item in the order they appear here.

6.5. Communication

1. Describe the proposer's main point of contact(s) and their backups:
2. Working days and hours
3. Methods for communication
4. Turnaround for responses
5. Describe the Quality Assurance Manager/Officer's (however named):
6. Working days and hours
7. Methods for communication
8. Turnaround for responses
9. Describe frequency and content for review of the proposer's performance with the County Project Manager. Is the proposer willing to provide a year-end summary report listing the issues incurred during the year as well as how issues were resolved so as to prevent future occurrences?

10. Describe how various types of communication are handled between the proposer and the County. Include any computer-based capabilities here as well. Describe response times for inquiries.
11. Bottle Orders
12. Sample Pickup & Delivery
13. New Projects' Setup
14. Changes in Work
15. Quotes
16. Report Issues
17. Invoice Issues
18. Quality Assurance/Quality Check ("QA/QC") Issues
19. General Questions

6.6. Bottle Orders

1. Describe the process by which the County will order bottles.
2. List point(s) of contact for this service
3. List any computer-based system/client portal for ordering bottles
4. Include days/hours that this service (ordering) is available.
5. Describe the types of bottles used: new, certified, re-used, etc., and the documentation that proves their fitness for use
6. Describe documents included with bottle orders
7. Include COC-related information, including formats available
8. Include bottle labeling information
9. Include how acids/preservation are tracked
10. Include how bottle lots are tracked
11. Include Analyte-Free Water information that is provided (i.e. type and containerization date)
12. Include how kits are packed to prevent breakage

13. Include a mechanism that can be utilized to detect preservation leakage upon receipt at the Pinellas County Laboratory
14. Describe how bottles and associated documents are delivered to the County and the frequency.

Describe the process of handling incorrect bottle orders or missing bottle orders. Include the timeframe for delivering the corrected/missing bottles

6.7. Sample Delivery

1. Describe the process by which the County's samples will be picked up and delivered to the proposer's primary laboratory facility.
2. List point(s) of contact for this service
3. List any computer-based system for this service
4. Include days/hours that this service (delivery) is available.
5. Describe the frequency of sample pickup and delivery
6. List response time after being notified of a sample pickup.
7. Describe responsibilities related to packing samples into coolers
8. Describe documents used for sample deliveries
9. Describe Chain of Custody (COC) usage
10. Describe the ability to deliver all samples uncompromised within regulated hold times (per 40CFR136 Table II, Department of Environmental Protection ("DEP") Standard Operation Procedure ("SOP") FS1000, and/or specific method requirements) for all tests.
11. Describe how the proposer notifies the County Point of Contact of the samples received, including the pertinent receipt, sample, and test information logged into the proposer's LIMS
12. Describe the process for detecting errors or omissions related to samples and/or COCs received at the proposer's primary location, including notifications.
13. Describe how samples are logged into proposer Laboratory Information Management System ("LIMS"), i.e., how different groups of samples are differentiated from each other.

14. Describe the processes by which the County's samples will be delivered to all subcontracted laboratories (internal to the parent organization and external to the parent organization).
15. Should the proposer not be able to provide Sample Delivery service during the dates/hours listed in 3.a.iii above, with proper notice, is the proposer willing to reimburse the County's costs to deliver the samples to the proposer's primary location?
16. Describe the process used to ensure proper state licensure, safety records, and the frequency of checks of proposer couriers.

6.8. Analytical Work

1. Referencing Attachment A, list analytes and/or methods that the proposer is unable to perform within their organization. Identify any analytes and/or methods that would be routinely subcontracted outside of the proposer's parent organization. Also, include prices for routinely subcontracted tests on Attachment A.
2. Is the proposer willing to provide a statement that the proposer will adhere to the latest certification requirements as listed in FAC 64E-1? If willing, provide a statement to this effect.
3. Describe the process of organizing County work/projects within proposer LIMS to ensure that reports and invoices are set up so that each project and associated samples are uniquely identifiable by the project for the County. Also, discuss whether the proposer will be able to utilize County nomenclature.
4. Describe how the proposer ensures that all analytical work is performed within regulated hold times (per 40CFR136 Table II, specific method requirements, and FDEP SOP FS1000).
5. Describe the process for when sample preparation and/or analysis is performed outside of regulated hold times, including the notification process.
6. What percentage of samples' preparation and/or analysis was performed out of hold times related to proposer error in the 2023 calendar year? (percentage of prep/tests run out of hold compared to the total number of tests performed at the primary testing facility to be used for this contract).

7. Describe the process when analytical equipment that would normally be used for County sample analyses is unavailable (out of service); include the notification process.
8. Describe the steps related to how analytical data is critically reviewed and approved prior to final reporting.
9. Describe the frequency of routine QC samples within batches and the typical QC samples utilized. For accuracy and clarity, this should be broken into general lab areas, such as Nutrients, Metals, Wet Chemistry, Microbiology, Organics, and Radiochemistry.
10. Is the proposer willing to run QC at a higher frequency for County projects?
11. Describe the steps (Corrective Actions) utilized when laboratory QC samples fail, or trip blanks fail. For accuracy and clarity, this should be broken into general lab areas, such as Nutrients, Metals, Wet Chemistry, Microbiology, Organics, and Radiochemistry. Is the proposer willing to provide this information upon request to the county?
12. Describe the use of Data Qualifiers and the source of the Data Qualifiers used. Include where these Data Qualifiers are defined.
13. Describe the protocol for the County to request reanalysis and any associated additional charges related to reanalysis.
14. Describe the ability to meet analytical Method Detection Limit ("MDL") Limit of Detection ("LOD") and Practical Quantitation Limit ("PQL") Limit of Quantification ("LOQ") requirements as listed in FAC 62.550; also, specifically list any exceptions by Method and Analyte. Describe the ability of analytical MDLs (LODs) to be adequate to determine compliance with surface water, groundwater, and biosolids standards as listed in State and Federal regulations (i.e., FAC 62-302 Surface Water Quality Standards).
15. Describe how different sample matrices are analyzed within batches in relation to the associated QC samples.
16. Describe the process for County-requested special notifications (usually related to regulatory exceedances).

6.9. Field Sampling

1. All fieldwork, sample collection and preservation, sample methodologies for listed criteria, data evaluation, and quality assurance/quality control must be conducted in accordance with the following the-then-current Florida Department of Environmental Protection (“FDEP”) permit links. The Contractor is responsible for ensuring they are following the most current directive of each permit as directed by the FDEP.

A. Permit No. 1 - [Bridgeway Acres Class I Landfill Permit number 34184-022-SO-01 link](#).
(Appendix 3, Water Quality Monitoring Plan)

B. Permit No. 2 - [Toytown Closed Class I Landfill Permit number 6933-006-SF/14](#) (Appendix 4, Water Quality Monitoring Plan)

2. Sampling Events

A. Groundwater sampling at Bridgeway Acres, 3095 114th Ave N., St. Petersburg

1. Total of 23 wells
2. Semi-annual during the period from Jan. 1 – June 30 and July 1 – Dec. 31

B. Groundwater sampling at Toytown 16th Street N, south of Roosevelt Blvd., St. Petersburg

1. Total of 13 wells
2. Semi-annual during the period from Jan.1 – June 30 and July 1 – Dec. 31

C. Surface water sampling at Toytown, 16th Street N, south of Roosevelt Blvd., St. Petersburg

3. One site located in the northeast storm water pond
4. Semi-annual during the period from Jan.1 – June 30 and July 1 – Dec. 31

3. Additional Services:

A. Contractor shall schedule sampling events during weekdays (Mon-Fri, 8 am-5 pm) and communicate to the County Environmental Compliance Officer for site arrival and departure

B. Adhere to all policies and procedures while on-site. i.e., the Contractor must sign in/out at the front desk and obey posted signage, such as speed limits. The Contractor

must adhere to OSHA standards. In any instance where our site standards are more stringent than OSHA standards, we will notify the contractor directly.

C. The Contractor must provide all equipment, tubing, and preservatives necessary for sampling (bottles will be provided by laboratory)

D. Include briefing via email to sheffner@pinellas.gov or phone call to 727-464-7582 at the end of sampling events to inform the County of site conditions, notable findings, or anomalies

E. Coordinate with laboratory for courier sample pick-up or drop-off

F. Contractor shall respond within one (1) business day to a request for resampling events (any extraneous sampling will not be assumed in this scope)

6.10. Reports and Invoices

1. Describe how reports and invoices are uniquely identified.
2. Describe how reports and invoices are unequivocally linked to each other for a single Chain Of Custody of samples/tests.
3. Does the proposer have the ability to send reports and invoices electronically to multiple recipients?
4. List the normal delivery timeframes for reports with invoices; list all timeframes for tests listed in Attachment A if there is more than one timeframe. Also include delivery timeframes for reports with invoices for sub-contracted work.
5. List the items that are included on invoices.
6. List the items that are included in reports. Include a description of how QC samples are associated with Pinellas County samples within reports. Describe how proposer's reports comply with the requirements in FAC 62-160.340.
7. Does the proposer have the ability to deliver reports in the following formats on a regular basis:
8. Standard Laboratory Report (pdf) with related QC included - that meets all NELAC/TNI criteria (compliance with most recent FAC 64E-1)
9. FDEP WIN (Watershed Information Network) - latest version
10. FDEP Adapt (Automated Data Processing Tool) - latest version
11. FAC 62-550.730: all formats - latest versions

12. Describe items on pages 1 and 3 of the 62-550.730 Chemistry Report that the proposer is willing to fill out based on information provided on the associated COC.
13. Custom EDDs
14. UCMR (Unregulated Contaminants Monitoring Rule - 40 CFR Part 141) - latest version
15. Is the proposer registered as an active user on the EPA CDX\SDWRS\UCMR# internet-based reporting system?
16. Does the proposer provide Case Narratives with reports? If so, describe the frequency and typical usage if not included with every report.
17. Does the proposer have an online access/client portal for viewing data, reports, and invoices? If so, describe the capabilities and security.
18. Describe any surcharges, waste disposal charges, environmental impact fees, and any other fees that may be charged for work related to the items listed in Attachment A.
19. Discuss any charges related to the proposer laboratory/method required Blanks (i.e., Trip Blanks, etc.).
20. Describe any differences in cost for work that the proposer subcontracts:
 21. Within their organization
 22. Outside their organization
23. Describe how subcontracted data is reported.
24. Describe how subcontracted laboratories are paid and by whom.

Describe how long data and reports are retained.

6.11. Miscellaneous

1. Is the proposer willing to bear the costs related to resampling by the County should the proposer fail to analyze samples within hold time or obtain a questionable result due to:
 1. Damaging a sample in their possession
 2. Losing a sample
 3. Contaminating a sample

4. Other proposer error
5. If willing, provide a statement to this effect.
2. Describe how long samples are retained after the final report and invoice are delivered to the County.
3. Is the proposer open to on-site inspections during normal business hours by the County with notice?
4. Is the proposer willing to submit prices for items listed in Attachment A? Also, provide how those prices may/may not change during the contract period. If willing, provide a description of this process.
5. Is the proposer willing to accept work not listed in this RFP? Describe how this work will be quoted to the County.
6. Describe the process to be used when the proposer needs to substitute a test method for the one that was requested. Include documentation to be provided to the County and the time frame for communicating this information.

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Qualifications	Points Based	150 (15% of Total)
	<u>General Lab Qualifications</u> A. Describe proposer capabilities to analyze samples of drinking water, wastewater, industrial pretreatment waste water, surface water, ground water, biosolids, sediments, and other matrices as needed. Using Attachment A, fill in the appropriate boxes to convey the certification information or lack of certification for all test methods listed. To demonstrate compliance with Florida Administrative Code (FAC) 64E-1, the proposer shall provide the most recent Florida Department of Health, Environmental Laboratory Certification Program (FDOH ELCP): I. Certificate II. Laboratory Scope of Accreditation A. The proposer will agree to provide the County Project Manager with all renewal Certificates and Scopes within 30 days of receipt from the state for the duration of the contract. If willing, provide a statement to this effect. B. Describe the proposer process for notifying the County Project Manager of changes made related to the EPA Method Update Rule and/or other regulatory related changes. C. Is the proposer willing to provide the County with the two most recent, full-scope Water Pollution (WP) and Water Supply (WS) National Environmental Laboratories Accreditation Conference (NELAC)/Training Needs Identification (TNI) Proficiency		

	Testing Studies? If willing, include aforementioned studies with RFP response. D. Describe the number of years the proposer has operated as a NELAC/TNI-certified Environmental Laboratory in the state of Florida. E. Provide three references of municipalities similar in size and scope of work to Pinellas County that have used the proposer in the last three years. F. List hours of days and hours of normal operation. List all days where the proposer is closed (other than weekends). G. Provide a detailed description of the primary laboratory facilities, instrumentation, and methodologies that will be used for this contract. Also discuss the facilities, instrumentation, and methodologies of other proposer locations that may be utilized for the work listed in Attachment A. Also describe the ability of the primary laboratory facility's location being strategically situated to Pinellas County to ensure that all samples will be analyzed within their regulated hold times (per 40CFR136 Table II and/or specific method requirements). H. Proposer will/will not provide a statement that they employ sufficient personnel, and that their laboratory staff have the required training, knowledge, and experience to perform their work in accordance with NELAC/TNI standards as well as all applicable regulatory requirements. If willing, provide a statement to this effect. In the event the proposer certification is suspended for any method, analyte, or group of analytes, the proposer		
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	shall notify the County Project Manager 1. verbally within 24 hours of suspension notice receipt 2. in writing within 7 days of suspension notice receipt and shall include copy of the Corrective Action Plan submitted and accepted by the FDOH ELCP-approved Contract Assessment Provider. I. Proposer will/will not provide the County with Florida Department of Health (FDOH) Environmental Lab Certification (ELCP)-approved Contract Assessment Provider On-Site Laboratory Assessment Reports in this RFP response and for each subsequent On-Site Assessment for the duration of the contract. If willing, provide aforementioned assessment reports and corrective action plan responses. J. Describe proposer organizational structure for the primary laboratory facility to service the County; include all key personnel by name and title. Also include educational credentials and number of years' experience spent working in <i>NELAC/TNI-certified Environmental Laboratories</i> in the U.S. List the number of full-time analysts and supervisors working in each of these areas: Nutrients, Metals, Wet Chemistry, Microbiology, Organic Extractions, Organics Analyses, and Radiochemistry. List the average number of tests performed per analyst per month in each of these areas. K. Describe the qualifications of proposer personnel to give		
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	depositions or testimony, if required by Pinellas County. L. List the main point of contact (name and title) for the proposer and this contact's back up. If their credentials were not included in #12 (above), include it here. M. List whether the Quality Assurance Manager/Officer (however named) works full-time or part-time in that role. If part-time, list the percentage of time (based on a 40 hour week) that is spent performing the duties of this position. N. Describe the process used to accept a sub-contract laboratory, and the percentage of Pinellas County Work (as listed in Attachment A) based on the percentage of tests that would be subcontracted per calendar year. 1. Include FDOH ELCP Certifications and Scopes that demonstrate sub-contract laboratories meet the requirements set forth in Florida Administrative Code - (FAC) 64E-1. O.		
2.	Approach A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements as referenced in, but not limited to: a) Provide the most recent version of proposer's FDOH ELCP-approved Quality Manual. b) Provide the two most recent, full-scope WP and WS NELAC/TNI Proficiency Testing Study Reports.	Points Based	250 (25% of Total)

3.	Statement of Work See attachment for detailed statement of work requirements. Points will be based on the proposers submittal and it's response to the following sections: A. Communication B. Bottle Orders C. Sample Delivery D. Analytical Work E. Reports & Invoices F. Miscellaneous	Points Based	300 <i>(30% of Total)</i>
4.	Compensation The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation.	Points Based	200 <i>(20% of Total)</i>
5.	No Exceptions to RFP Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Sample Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled: Exceptions.	Points Based	100 <i>(10% of Total)</i>

8. Vendor Questionnaire

8.1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

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

8.1.1. CONTRACTOR ACCEPTANCE FORM*

Download the below documents, complete, and upload.

- [1.29.2024.Vendor.acceptance...](#)

*Response required

8.1.2. OPENGov ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS*

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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

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

*Response required

8.1.3. SUBMITTAL DOCUMENTS*

Tab 1 - Qualifications

Tab 2 - Approach

Tab 3 - Statement of Work

To include answers to:

1. Communication
2. Bottle Orders
3. Sample Delivery
4. Analytical Work
5. Reports and Invoices

6. Miscellaneous

Tab 4 - Compensation

Tab 5 - Exceptions to RFP

*Response required

*8.1.4. Certification Information Must Be Completed and Returned for Consideration.**

Please download the below documents, complete, and upload.

- [Attachment A- Certification...](#)
- [Attachment B Advertisement ...](#)

*Response required

9. Pricing Proposal

TOTAL OF PRICE PAGE SUBMITTED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Please enter the Grand Total from line 135 of Attachment B - Advertisement Price Page submitted in Section 7. Vendor Questionnaire Question 1.5 Pricing Proposal.	1	All	\$0.00	
TOTAL					

10. Sample Agreement

AGREEMENT

24-0687-RFP

Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

- B. **Term**1. The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month extension(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id:Consumer Price Index (CPI) Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.2. It is the vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor’s request for

adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time..

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for [NTE Period] without a written amendment to this Agreement.
2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date:

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

August 26, 2024

TO: ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSAL: Laboratory Testing And Field Sampling Services- Water, Solids, And Chemicals
PROPOSAL NUMBER: 24-0687-RFP
PROPOSAL SUBMITTAL IS DUE: August 29, 2024 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions, and responses relative to the referenced Request for Proposal (RFP):

INFORMATION:

PROPOSAL SUBMISSION DEADLINE has changed from August 29, 2024, to September 10, 2024, at 3:00 PM.

No.	Question	Answer
1	Can any single items be "No Bid" on the pricing sheet?	"No Bid" will count as not available. Please type a "0" to count as a no-bid into the cell that you cannot bid on.
2	Price Sheet Item 19 will the methods 505 and 525.3 be acceptable to encompass all the regulated Pesticide compounds for the 508 method?	For the wastewater matrix, as long as all the required compounds are listed within CFR 40 Part 136 tables, then yes. For the Drinking Water matrix, yes.
3	Are alternative methods ok on the pricing sheet due to the individual labs certifications?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. This line item is for Chloride analysis, not Chlorine. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
4	Can the County please note which method must remain the same on the pricing sheet?	There is some flexibility here. Look at the other answers on this sheet for more specific information.
5	Pricing Sheet Item 14 is this for Ortho Phos testing?	o-Phosphorus (as P)
6	Pricing Sheet Item 14: If this is for Ortho-Phos does the county have their own filters to sample this method since it requires field filtration?	o-Phosphorus (as P)
7	Pricing Sheet Item 22: The full list for 524.2 is this just the regulated VOC list of compounds?	The line items clearly list "Full List" or "TTHMs only" in the Descriptions.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



8	Pricing Sheet Item 30: Does this have to be 615 or can we use 8151 or 8321 for the herbicide analysis?	For our wastewater-permitted sampling, we must use methods approved in 40 CFR Part 136. Below are the acceptable methods for Dinoseb, which we have analyzed by 615. If any of the other suggested methods can be used from the citation below, then that would be acceptable.
9	Pricing Sheet Item 34: Can Total Cyanide by 335.4 be run for this instead of Free Cyanide by the listed method?	No. The Free Cyanide request is specific to the Permit requirement.
10	Pricing Sheet Item 49: Will the county accept EPA 904.0 for Rad 228 analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
11	Pricing Sheet Item 57: Is the SM 2540G method for total solids? If not, please note what you need.	% Solids for Biosolids
12	Pricing Sheet Item 58: Will the county accept method SM 4500Cl D for this residual chlorine method?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. This line item is for Chloride analysis, not Chlorine. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
13	Pricing Sheet Item 59: Will the county allow Total Cyanide to be run by 335.4 for this line item?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
14	Pricing Sheet Item 62: Will the county allow Nitrate to be run by 353.2?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
15	Pricing Sheet Item 63: What is the county wanting for this line item. Is it NO3 minus NO2?	NOx (preserved) - NO2 (unpreserved) to get NO3 (Calculated)
16	Pricing Sheet Item 64: Can Nitrite be run by 353.2?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
17	Pricing Sheet Item 65: Can Ammonia be run by 350.1?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
18	Pricing Sheet Items 68 and 69 : Is this for a Drinking Water matrix and will the county accept Simplate for both?	Lines 68 and 69 are now omitted from the price page.

19	Pricing Sheet Item 70: will the county accept EPA 9045D for pH measurement?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
20	Pricing Sheet Item 74: Can the county please describe what you all need quoted for this line item? Is it just the standard VOC list for 8260?	This is a duplicate reference to price page line items 93, 94, and 108. See the Solid Waste parameter list as included for permits for BWA and Toytown, linked in the scope of services
21	Pricing Sheet Item 75: Will the county accept 218.6 or 218.7 for hex cr?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
22	Pricing Sheet Item 77: Is this line just for the HAA5 compounds? Can the HAA6Br and Haa9 be removed? No one i know of is running these any longer.	No price quote is needed for HAA6Br or HAA9. Price quote needed for HAA5.
23	Pricing Sheet Item 79: Can 300.0 be used for Sulfate analysis on this line item?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
24	Pricing Sheet Item 78: Will the method for "Particle Size Distribution & Concentration via Single Particle Optical Sensing (SPOS)/ Light Obscuration" work for this line item?	To determine the grain size of the soil samples, Fisherbrand USA standard test sieves (Fisher Scientific International Inc., Pittsburgh, PA) were used, with mesh sizes ranging from 63 to 4000 µm. Soil samples were dried at 60 °C for 24–48 h and were lightly homogenized using a mortar and pestle prior to sieving. After shaking the sieves for 3–5 min, the mass of the soil on each sieve was recorded to find the percentage of sand, gravel, and mud. Gravel and plant fragments (including leaves, sticks, etc.) were identified as sediment larger than 2000 µm, while sand particles were between 63 and 2000 µm, and mud (which includes clays and silts) was smaller than 63 µm (Blott and Pye 2001). Guidelines attached
25	Pricing Sheet Item 85: Will 300.0 work for this line item for Chloride analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.

26	Pricing Sheet Item 88: Will 350.1 work for this lien item for ammonia analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
27	Pricing Sheet Items 89 and 104: Will 353.2 work for this line item for Nitrite analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
28	Pricing Sheet Items 90 and 105: Will 353.2 work for this line item for NOx analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
29	Pricing Sheet Items 91 and 106: Will 353.2 work for this line item for NO3 analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
30	Pricing Sheet Item 94: What is the county looking for on this line item for 8260 SIM? Can the county please let us know the parameter list and why SIM analysis?	The parameter list is included in our permits for BWA and Toytown, linked in the scope of services.

31	Pricing Sheet Items 96 and 121 and 124 : Will 300.0 work for the Sulfate analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
32	Pricing Sheet Item 99: Will 300.0 work for this line item for Chloride analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
33	Pricing Sheet Item 103: Will 350.1 work for this line item for ammonia analysis?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Our permit requires that we test for the parameter and that field testing, sample collection, and laboratory testing shall be in accordance with Chapter 62-160, FAC. Approved methods as published by the FDEP or as published in Standard Methods, ASTM, or EPA Methods shall be used.
34	Pricing Sheet Items 122 and 123 and 125: Are these HPC for a drinking water matrix?	Lines 115- 126 are not for drinking water or a potable water distribution system.
35	Pricing Sheet Items 68 and 69 and 122 and 123 and 125: Do these HPC's require FL certification?	Lines 68 and 69 are now omitted from the price page. Lines 115- 126 are not for a permitted drinking water facility; therefore, do not require HPC certification.
36	Pricing Sheet Items 122 and 123 and 125: Will the county accept uncertified HPC for these line items?	Lines 115- 126 are not for a permitted drinking water facility; therefore, do not require HPC certification.
37	Item #2 - Is this full list or 2,3,7,8 TCDD only?	2,3,7,8 TCDD only
38	Item #5 - Can you list the acetates needed	Ethyl Acetate, Isopropyl Acetate, N-Amyl Acetate
39	Item #41 - Can we provide an alternate method for this? Either EPA 525 or EPA 8270?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR. Other acceptable methods include 608.2/508/525.1/525.2/1656/1660/608.3 ⁴ /625.1 ⁴ . If cis & trans permethrin are analyzed, then the sum (total) would need to be reported to fulfill this requirement.
40	Item #78 - Is there a method reference or procedure for particle size PSA?	To determine the grain size of the soil samples, Fisherbrand USA standard test sieves (Fisher Scientific International Inc., Pittsburgh, PA) were used, with mesh sizes ranging from 63 to 4000 µm. Soil samples were dried at 60 °C for 24–48 h and were lightly homogenized using a mortar and pestle

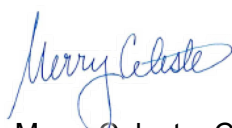
		prior to sieving. After shaking the sieves for 3–5 min, the mass of the soil on each sieve was recorded to find the percentage of sand, gravel, and mud. Gravel and plant fragments (including leaves, sticks, etc.) were identified as sediment larger than 2000 µm, while sand particles were between 63 and 2000 µm, and mud (which includes clays and silts) was smaller than 63 µm (Blott and Pye 2001). Guidelines attached
41	Item #79 - Can we suggest an alternate method by EPA 300.0?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
42	Item #86, 101 and 110 - Can you define the heavy metals required here?	The parameter list is included in our permits for BWA and Toytown, linked in the scope of services.
43	Item 87, 102 and 111 - Can you define the trace metals required here?	The parameter list is included in our permits for BWA and Toytown, linked in the scope of services.
44	Item #88 - Can we use alternate method EPA 350.1?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
45	Item #94 - What compounds are needed by 8260 SIM. The full list by SIM is not practical.	The parameter list is included in our permits for BWA and Toytown, linked in the scope of services.
46	Item #95 - Is field sampling needed for all the semi annual compounds?	For semi-annual sampling, samples must be obtained from specified wells throughout the property. These wells are located around the perimeter of each property (Toytown and Bridgeway Acres). There are also background wells that must be sampled on the outskirts of our property.
47	Item #132 - Is this a courier fee or is this a travel fee for field sampling?	Sample courier fee
48	Item #128, 129 and 130 - How do we price these? If we utilize or agree to the percent surcharge in the description, can we leave the unit cost at zero?	Quote one Rush fee surcharge per time- period. If no discount is offered for different time periods, indicate "no bid."
49	The bid states that it may be awarded to multiple labs. Will this be a primary/secondary situation?	Not determined as yet
50	Can you provide incumbent pricing?	See the attached document.
51	Are payment terms Net 45 days per Pinellas County Standard Terms and Conditions?	Yes.
52	Are payment terms Net 45 days per Pinellas County Standard Terms and Conditions?	Yes
53	Item #68 - Can we propose alternate method 9215B?	Line 68 is now omitted from the price page.
54	Item #62, 63, 64 - Can we propose alternate methods 353.2 or 300.0?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.

55	Item #19 - Can we use Alternate method EPA 505 for all compounds associated with EPA 508?	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
56	Have the second semi-annual sampling events already been conducted for this year?	Not as of 8/15/2024; they are in the process of being scheduled with our current vendor.
57	Is there a need for sample pick up? outside of Monday thru Friday?	Not normally, but there could be in Emergencies/Special Circumstances. If you do not have a courier, you must coordinate transportation to the lab.
58	Is there a primary pick up location?	There are two locations currently: Solid Waste Facility 2861 110th Ave. N. St. Petersburg, Fl. 33716 and Utilities Lab Facility. 1620 Ridge Road, Bldg. B Largo, FL 33778
59	Please confirm for this solicitation alternative methods can be Identified and offered in Attachment A and the alternative methods listed in Attachment A also cover the bidders alternative method offering for Line Item methods listed in Attachment B.	Alternatives are acceptable as long as the samples are not diluted/over-diluted to accommodate an overly small working range or instrument issue. Equivalent methods to the methods listed are acceptable if the state programs accept the test methods (by matrix) per their tables in FAC and are current with the latest version of the EPA MUR.
60	Please confirm Attachment B Line Items 7,8,10,11,35,36 are for individual compounds and not group of analytes.	The quantities are based on the number of samples.
61	Attachment B Line Item 41. Is Permethrin required for all complete Method 8081 analyses?	The "full list" for EPA 8081 is needed
62	Attachment B Line Item 60. Amenable and Free Cyanide by this method may require different pricing. Can these be split in the solicitation as individual items?	Yes
63	Attachment B Line Item 74. VOC for 8260B or 8260D may have a different price that 8260D-SIM. Can the 8260D-SIM have a separate price Line item?	Yes
64	Attachment B Line Item 77. Please confirm the need for HAA6Br and HAA9 for HAA5 analysis. Those were for UCMR4 which is no longer required by EPA.	No price quote is needed for HAABr or HAA9. Price quote needed for HAA5.

All other specifications, terms, and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in OpenGov.

Sincerely,



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

SECOND AMENDMENT

This Amendment is made and entered into this 14 day of June, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Advanced Environmental Laboratories, Inc., Tampa, FL, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on August 30, 2019, pursuant to Pinellas County Contract No. 178-0599-P (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide laboratory testing services for water, solids, and chemicals for County; and

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a term extension and an increase to the contract value at the same terms and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The Parties agree to extend the term of the Agreement an additional twelve months from August 31, 2024, to August 31, 2025.
2. Exhibit C ("Payment Schedule") is hereby deleted in its entirety and replaced with Exhibit C - Second Amendment Payment Schedule attached hereto.
3. The contract sum of \$517,980.00 as stated in Section 5 ("Compensation and Method of Payment"), subsection C, is revised to reflect an increase in the amount of \$180,000.00, for a new total not to exceed expenditure of \$697,980.00.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

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

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the
State of Florida:



Signature

Barry Burton

Printed Name

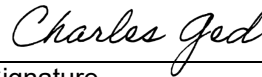
County Administrator

Printed Title

June 14, 2024

Date

Contractor:



Signature

Charles Ged

Printed Name

President

Printed Title

06/11/2024

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit C - Second Amendment Payment Schedule

Applicable to all NELAC/TNI Field of Accreditation Matrices. If prices differ for the different Field of Accreditation Matrices, the proposer shall provide separate lists of this attachment per Field of Accreditation Matrix.

Item #	Test Method	Approximate # Tests per Year	2024 Price Per Sample	NewTotal Price per year
1	ASTM D2974-87	15	\$ 6.00	\$ 90.00
2	EPA 200.7	5	\$ 6.00	\$ 30.00
3	EPA 200.8	15	\$ 6.00	\$ 90.00
4	EPA 218.6	15	\$ 10.00	\$ 150.00
5	EPA 245.1	75	\$ 20.00	\$ 1500.00
6	EPA 300.0	300	\$ 7.00	\$ 2100.00
7	EPA 300.1	150	\$ 10.00	\$ 1500.00
8	EPA 335.4	105	\$ 25.00	\$ 2625.00
9	EPA 351.2	15	\$ 13.00	\$ 195.00
10	EPA 353.2	15	\$ 8.00	\$ 120.00
11	EPA 365.1	5	\$ 7.00	\$ 35.00
12	EPA 365.4	15	\$ 11.50	\$ 172.50
13	EPA 410.4	30	\$ 9.00	\$ 270.00
14	EPA 420.4	80	\$ 20.00	\$ 1600.00
15	EPA 504.1	15	\$ 32.00	\$ 480.00
16	EPA 508.1	5	\$ 57.50	\$ 287.50
17	EPA 515.3	5	\$ 69.00	\$ 345.00
18	EPA 524.2 TTHMs only	285	\$ 35.00	\$ 9975.00
19	EPA 524.2 Full List	285	\$ 45.00	\$ 12825.00
20	EPA 525.2	5	\$ 70.00	\$ 350.00
21	EPA 531.1	10	\$ 40.00	\$ 400.00
22	EPA 547	10	\$ 35.00	\$ 350.00
23	EPA 548.1	10	\$ 50.00	\$ 500.00
24	EPA 549.2	10	\$ 50.00	\$ 500.00
25	EPA 552.2	275	\$ 50.00	\$ 13750.00
26	EPA 608	50	\$ 60.00	\$ 3000.00
27	EPA 615	5	\$ 185.00	\$ 925.00
28	EPA 624 TTHMs only	150	\$ 30.00	\$ 4500.00
29	EPA 624 Full List	150	\$ 55.00	\$ 8250.00
30	EPA 625	65	\$ 105.00	\$ 6825.00
31	EPA 900.0	5	\$ 40.00	\$ 200.00
32	EPA 903.1	5	\$ 75.00	\$ 375.00
33	EPA 904.0	5	\$ 75.00	\$ 375.00
34	EPA 1631E	25	\$ 60.00	\$ 1500.00
35	EPA 1664B	25	\$ 30.00	\$ 750.00
36	EPA 1666	5	\$ 400.00	\$ 2000.00
37	EPA 6010	35	\$ 6.50	\$ 227.50
38	EPA 6020	5	\$ 6.50	\$ 32.50
39	EPA 7470	80	\$ 18.00	\$ 1440.00
40	EPA 7471	15	\$ 18.00	\$ 270.00
41	EPA 8011	60	\$ 35.00	\$ 2100.00

Applicable to all NELAC/TNI Field of Accreditation Matrices. If prices differ for the different Field of Accreditation Matrices, the proposer shall provide separate lists of this attachment per Field of Accreditation Matrix.

	Test Method	Approximate # Tests per Year	Price per Sample	Total Price per year
42	EPA 8081	35	\$ 60.00	\$ 2,100.00
43	EPA 8082	25	\$ 55.00	\$ 1,375.00
44	EPA 8141	5	\$ 80.00	\$ 400.00
45	EPA 8151	5	\$ 85.00	\$ 425.00
46	EPA 8260	140	\$ 55.00	\$ 7,700.00
47	EPA 8270	30	\$ 100.00	\$ 3,000.00
48	EPA 9012	5	\$ 25.00	\$ 125.00
49	EPA 9016 (Free Cyanide)	5	\$ 170.00	\$ 850.00
50	EPA 9045	15	\$ 6.50	\$ 97.50
51	EPA 9066	5	\$ 250.00	\$ 1,250.00
52	SM 2540B	5	\$ 7.00	\$ 35.00
53	SM 2540G	15	\$ 12.00	\$ 180.00
54	SM 4500CNE	5	\$ 25.00	\$ 125.00
55	SM 5540C	10	\$ 22.00	\$ 220.00
56	SM 6630C	5	\$ 80.00	\$ 400.00
57	FL-PRO	5	\$ 40.00	\$ 200.00
58	TKN+NOx Calculation	15	\$ 30.00	\$ 450.00
59	Total Radium Calculation	5	\$ 30.00	\$ 150.00
UCMR4-Listing:				
60	Total Microcystins	8	\$ 42.00	\$ 336.00
61	Microcystin-LA	8	\$ 255.00	\$ 2,040.00
62	Microcystin-RR	8		included line 61
63	Microcystin-LF	8		included line 61
64	Microcystin-YR	8		included line 61
65	Microcystin-LR	8		included line 61
66	Microcystin-LY	8		included line 61
67	Nodularin	8		included line 61
68	Cylindrospermopsin	8	\$ 255.00	\$ 2,040.00
69	Anatoxin-a	8		included line 68
70	Germanium	8	\$ 40.00	\$ 320.00
71	Manganese	8	\$ 40.00	\$ 320.00
72	alpha-hexachlorocyclohexane	8	\$ 235.00	\$ 1,880.00
73	Profenofos	8		included line 72
74	Chlorpyrifos	8		included line 72
75	Tebuconazole	8		included line 72
76	Dimethipin	8		included line 72
77	Total Permethrin (cis & trans)	8		included line 72
78	Ethoprop	8		included line 72
79	Tribufos	8		included line 72
80	Ixyfluorfen	8		included line 72
81	HAA5	8	\$ 120.00	\$ 960.00
82	HAA6Br	8		included line 81

Applicable to all NELAC/TNI Field of Accreditation Matrices. If prices differ for the different Field of Accreditation Matrices, the proposer shall provide separate lists of this attachment per Field of Accreditation Matrix.

	Test Method	Approximate # Tests per Year	Price per Sample	Total Price per year
83	HAA9	8		included line 81
84	1-Butanol	8	\$ 205.00	\$ 1,640.00
85	2-Propen-1-ol	8		included line 84
86	2-Methoxyethanol	8		included line 84
87	Butylated Hydroxyanisole	8	\$ 220.00	\$ 1,760.00
88	o-Toluidine	8		included line 87
89	Quinoline	8		included line 87
90	Particle Size	20	\$ 135.00	\$ 2,700.00
			Sub Total	\$ 116,088.50

91	Method 8151A Picloram	5	\$ 366.00	\$ 1,830.00
92	Method 8081 Permethrins	5	\$ 270.00	\$ 1,350.00
			Sub Total	\$ 3,180.00

Grand Total	\$ 119,268.50
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BPA - 437448 RFP No. 178-0599-P (SS)
Laboratory Testing Services - Water, Solids and Chemicals

Site Location	Line	Type	Description	Item Number	NIGP Category	Unit of Measurement	Price
Bridgeway Acres Groundwater (BWA)	93	Goods/Srv Billed by Qty	SM 2540C	961.48.105910	961.48	Each	\$ 12.00
	94	Goods/Srv Billed by Qty	SM 4500CIB (SM4500E)	961.48.105911	961.48	Each	\$ 12.00
	95	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105912	961.48	Each	\$ 105.00
	96	Goods/Srv Billed by Qty	EPA 200.8-NPW	961.48.105913	961.48	Each	\$ 105.00
	97	Goods/Srv Billed by Qty	SM 4500NH3H (EPA 350.1)	961.48.105914	961.48	Each	\$ 20.00
	98	Goods/Srv Billed by Qty	SM 4500-NO2B	961.48.105915	961.48	Each	\$ 8.00
	99	Goods/Srv Billed by Qty	SM 4500NO3F	961.48.105919	961.48	Each	\$ 15.00
	100	Goods/Srv Billed by Qty	SM4500NO3F-SM4500NO2B*	961.48.105920	961.48	Each	\$ -
	101	Goods/Srv Billed by Qty	SW-846 7470A	961.48.105921	961.48	Each	\$ 15.00
	102	Goods/Srv Billed by Qty	SW-846 8260	961.48.105922	961.48	Each	\$ 45.00
Groundwater Toytown	103	Goods/Srv Billed by Qty	SW-8260(SIM)	961.48.105923	961.48	Each	\$ 45.00
	104	Goods/Srv Billed by Qty	Field Sampling all tests above	961.48.105924	961.48	Each	\$ 4,320.00
	105	Goods/Srv Billed by Qty	ASTM D516-16 (E(A 300.0)	961.48.105925	961.48	Each	\$ 12.00
	106	Goods/Srv Billed by Qty	SM 2320B	961.48.105926	961.48	Each	\$ 20.00
	107	Goods/Srv Billed by Qty	SM 2540C	961.48.105927	961.48	Each	\$ 12.00
	108	Goods/Srv Billed by Qty	SM 4500CIB (SM4500E)	961.48.105928	961.48	Each	\$ 12.00
	109	Goods/Srv Billed by Qty	SM 5310B	961.48.105929	961.48	Each	\$ 30.00
	110	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105930	961.48	Each	\$ 105.00
	111	Goods/Srv Billed by Qty	EPA 200.8-NPW	961.48.105931	961.48	Each	\$ 105.00
	112	Goods/Srv Billed by Qty	SM 4500NH3H (EPA 350.1)	961.48.105932	961.48	Each	\$ 20.00
	113	Goods/Srv Billed by Qty	SM 4500-NO2B	961.48.105933	961.48	Each	\$ 8.00
	114	Goods/Srv Billed by Qty	SM 4500NO3F	961.48.105934	961.48	Each	\$ 15.00
	115	Goods/Srv Billed by Qty	SM4500NO3F-SM4500NO2B*	961.48.105935	961.48	Each	\$ -
	116	Goods/Srv Billed by Qty	SW-846 7470A	961.48.105936	961.48	Each	\$ 15.00
	117	Goods/Srv Billed by Qty	SW-846 8260B	961.48.105937	961.48	Each	\$ 45.00
	118	Goods/Srv Billed by Qty	Field Sampling of all tests above	961.48.105938	961.48	Each	\$ 2,880.00
	119	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105939	961.48	Each	\$ 105.00
Surface	120	Goods/Srv Billed by Qty	EPA 200.8-NPW	961.48.105940	961.48	Each	\$ 105.00

Water Toytown	121	Goods/Srv Billed by Qty	EPA 1631E	961.48.105941	961.48	Each	\$ 60.00
	122	Goods/Srv Billed by Qty	SM 2340B	961.48.105942	961.48	Each	\$ 18.00
	123	Goods/Srv Billed by Qty	Field Sampling of all tests above	961.48.105943	961.48	Each	\$ 360.00
Industrial Water Treatment Facility (IWTF)	124	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105944	961.48	Each	\$ 6.00
	125	Goods/Srv Billed by Qty	SM 2340B	961.48.105945	961.48	Each	\$ 18.00
	126	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105946	961.48	Each	\$ 6.00
	127	Goods/Srv Billed by Qty	SM 2340B	961.48.105947	961.48	Each	\$ 18.00
	128	Goods/Srv Billed by Qty	SM 2320B	961.48.105948	961.48	Each	\$ 20.00
	129	Goods/Srv Billed by Qty	SM 2540D	961.48.105949	961.48	Each	\$ 11.00
	130	Goods/Srv Billed by Qty	ASTM D516-11 (EPA 300.0)	961.48.105950	961.48	Each	\$ 12.00
	131	Goods/Srv Billed by Qty	SM 9215D (SM9215E)	961.48.105951	961.48	Each	\$ 30.00
	132	Goods/Srv Billed by Qty	SM 9215D (SM9215E)	961.48.105952	961.48	Each	\$ 30.00
	133	Goods/Srv Billed by Qty	ASTM D516-11 (EPA 300.0)	961.48.105953	961.48	Each	\$ 12.00
	134	Goods/Srv Billed by Qty	SM 9215D (SM 9215E)	961.48.105954	961.48	Each	\$ 30.00
	135	Goods/Srv Billed by Qty	EPA 200.7-NPW	961.48.105955	961.48	Each	\$ 6.00
	136	Goods/Srv Billed by Qty	Base Rate per Hour	917.05.105956	917.05	Hour	\$ 90.00
	137	Goods/Srv Billed by Qty	Rate per Trip	917.38.105957	917.38	Each	\$ 50.00
	138	Goods/Srv Billed by Qty	Turbidity EPA 180.1				\$12.00

(Percentage surcharge of contract price per sample per test)

Turn Around Time Requested	Percentage Surcharge
24-Hour Rush	100% Rush Fee
48-Hour Rush	75% Rush Fee
72-Hour Rush	50% Rush Fee

Charges for Expedited Work

In the event that an awarded item (test method) is no longer available or AEL no longer offers the item (test method) during the term of this contract, AEL shall provide an acceptable substitute item (test method) at a mutually acceptable negotiated price, or risk being found in default. Updates to methods, such as required by EPA's Method Update Rule or other regulations, shall retain the price of the previous test method version unless just cause can be shown to change the price. AEL shall file a written request with the purchasing department and be granted approval to substitute in writing before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item.

TECHNICAL COMMUNICATION

GRADISTAT: A GRAIN SIZE DISTRIBUTION AND STATISTICS PACKAGE FOR THE ANALYSIS OF UNCONSOLIDATED SEDIMENTS

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ABSTRACT

Grain size analysis is an essential tool for classifying sedimentary environments. The calculation of statistics for many samples can, however, be a laborious process. A computer program called GRADISTAT has been written for the rapid analysis of grain size statistics from any of the standard measuring techniques, such as sieving and laser granulometry. Mean, mode, sorting, skewness and other statistics are calculated arithmetically and geometrically (in metric units) and logarithmically (in phi units) using moment and Folk and Ward graphical methods. Method comparison has allowed Folk and Ward descriptive terms to be assigned to moments statistics. Results indicate that Folk and Ward measures, expressed in metric units, appear to provide the most robust basis for routine comparisons of compositionally variable sediments. The program runs within the Microsoft Excel spreadsheet package and is extremely versatile, accepting standard and non-standard size data, and producing a range of graphical outputs including frequency and ternary plots. Copyright © 2001 John Wiley & Sons, Ltd.

KEY WORDS: grain size statistics; moments method; sediments

INTRODUCTION

Grain size is the most fundamental property of sediment particles, affecting their entrainment, transport and deposition. Grain size analysis therefore provides important clues to the sediment provenance, transport history and depositional conditions (e.g. Folk and Ward, 1957; Friedman, 1979; Bui *et al.*, 1990). The various techniques employed in grain size determination include direct measurement, dry and wet sieving, sedimentation, and measurement by laser granulometer, X-ray sedigraph and Coulter counter. These methods describe widely different aspects of 'size', including *maximum calliper diameter*, *sieve diameter* and *equivalent spherical diameter*, and are to a greater or lesser extent influenced by variations in grain shape, density and optical properties. For this reason, the results obtained using different methods may not be directly comparable, and it can be difficult to assimilate size data obtained using more than one method (Pye, 1994). All techniques involve the division of the sediment sample into a number of size fractions, enabling a grain size distribution to be constructed from the weight or volume percentage of sediment in each size fraction.

FUNDAMENTALS OF GRAIN SIZE ANALYSIS

In order to compare different sediments, grain size distributions have most frequently been described by their deviation from a prescribed ideal distribution. Computations performed assuming a normal, or Gaussian,

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distribution, with an arithmetic grain size scale, are seldom used in sedimentology, since too much emphasis is placed on coarse sediment and too little on fine particles (McManus, 1988). Consequently, geometric scaling is usually employed to place equal emphasis on small differences in fine particles and larger differences in coarse particles (Figure 1). Most sedimentologists have adopted the logarithmic Udden–Wentworth grade scale (Udden, 1914; Wentworth, 1922), where the boundaries between successive size classes differ by a factor of two. In order to facilitate graphical presentation and statistical manipulation of grain size frequency data, Krumbein (1934) further proposed that grade scale boundaries should be logarithmically transformed into phi (ϕ) values, using the expression $\phi = -\log_2 d$, where d is the grain diameter in millimetres (Table I). Distributions using these scales are termed 'log-normal', and are conventionally used by sedimentologists (e.g. Visser, 1969; Middleton, 1976).

Some workers have advocated comparisons with alternative distributions. For example, it has been claimed that additional information can be gained if both the grain size and frequency scales are logarithmically transformed (e.g. Bagnold and Barndorff-Nielsen, 1980; Hartmann and Christiansen, 1992). However, the majority of sedimentologists have yet to be convinced that such 'log-hyperbolic' distributions provide any significantly greater insight into the processes involved (e.g. Wyrwoll and Smith, 1985, 1988), and most still use the log-normal distribution.

The parameters used to describe a grain size distribution fall into four principal groups: those measuring (a) the average size, (b) the spread (sorting) of the sizes around the average, (c) the symmetry or preferential

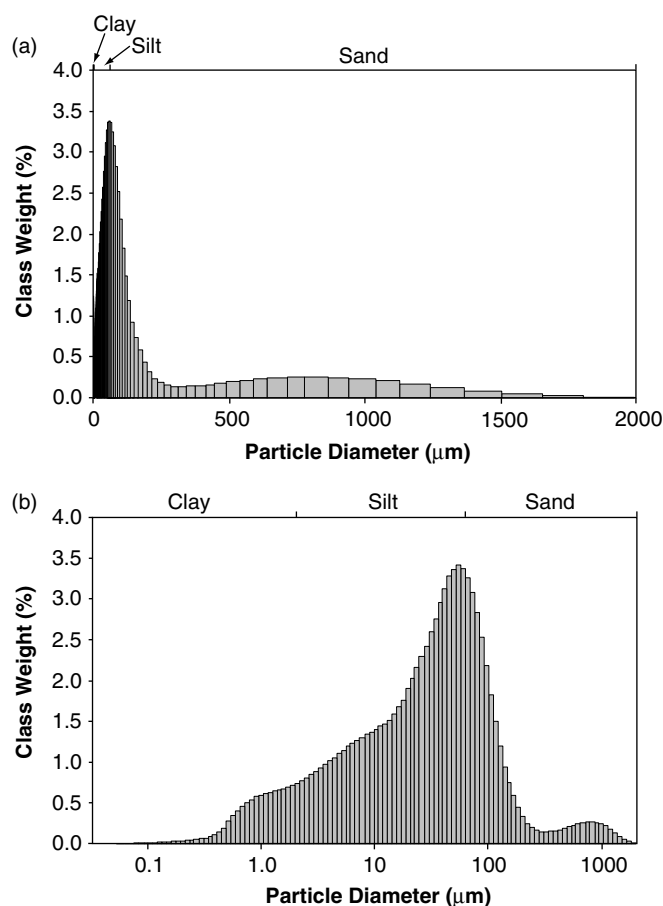


Figure 1. Grain size frequency histograms for a poorly sorted glacial till (Lowestoft, UK), analysed by laser granulometer and plotted with (a) arithmetic size scale and (b) geometric size scale

Table I. Size scale adopted in the GRADISTAT program, compared with those previously used by Udden (1914), Wentworth (1922) and Friedman and Sanders (1978)

Grain size		Descriptive terminology			
phi	mm/ μ m	Udden (1914) and Wentworth (1922)	Friedman and Sanders (1978)	GRADISTAT program	
			Very large boulders		
−11	2048 mm	Cobbles	Large boulders	Very large	Boulders
−10	1024		Medium boulders	Large	
−9	512		Small boulders	Medium	
−8	256		Large cobbles	Small	
−7	128		Small cobbles	Very small	
−6	64				
−5	32	Pebbles	Very coarse pebbles	Very coarse	Gravel
−4	16		Coarse pebbles	Coarse	
−3	8		Medium pebbles	Medium	
−2	4		Fine pebbles	Fine	
−1	2		Granules	Very fine pebbles	
		Very coarse sand	Very coarse sand	Very coarse	Sand
0	1	Coarse sand	Coarse sand	Coarse	
1	500 μ m	Medium sand	Medium sand	Medium	
2	250	Fine sand	Fine sand	Fine	
3	125	Very fine sand	Very fine sand	Very fine	
4	63				
5	31	Silt	Very coarse silt	Very coarse	Silt
6	16		Coarse silt	Coarse	
7	8		Medium silt	Medium	
8	4		Fine silt	Fine	
9	2		Very fine silt	Very fine	
		Clay	Clay	Clay	

spread (skewness) to one side of the average, and (d) the degree of concentration of the grains relative to the average (kurtosis). These parameters can be easily obtained by mathematical or graphical methods. The mathematical 'method of moments' (Krumbein and Pettijohn, 1938; Friedman and Johnson, 1982) is the most accurate since it employs the entire sample population. However, as a consequence, the statistics are greatly affected by outliers in the tails of the distribution, and this form of analysis should not be used unless the size distribution is fully known (McManus, 1988).

Prior to the availability of modern computers, the calculation of grain size parameters by the method of moments was a laborious process. Approximations of the parameters can, however, be obtained by plotting frequency data as a cumulative frequency curve, extracting prescribed values from the curve and entering these into established formulae. Many formulae have been proposed (e.g. Trask, 1932; Krumbein, 1938; Otto, 1939; Inman, 1952; McCammon, 1962) although the most widely used are those proposed by Folk and Ward (1957). Such techniques are most appropriate for the analysis of open-ended distributions, since the tails of the distribution, which may include extreme outliers, are ignored. With the development of computerized data analysis, however, calculation of both method of moments and graphical parameters can be automated, and some of the original advantages of graphical techniques no longer apply.

THE GRADISTAT PROGRAM

It is with the wide-ranging needs of researchers in geomorphology and sedimentology in mind that the GRADISTAT program has been written. It provides rapid (approximately 50 samples per hour) calculation of grain size statistics by both Folk and Ward (1957) and moments methods. While programs capable of analysing grain size data have been published in the past (e.g. Isphording, 1970; Slatt and Press, 1976; McLane, cited in Pye, 1989; Utke, 1997), these are often cumbersome to use or allow little modification for individual requirements.

The program, written in Microsoft Visual Basic, is integrated into a Microsoft Excel spreadsheet, allowing both tabular and graphical output. The user is required to input the percentage of sediment present in a number of size fractions. This can be the weight retained on a series of sieves, or the percentage of sediment detected in size classes derived from a laser granulometer, X-ray sedigraph or Coulter counter. The following sample statistics are then calculated: mean, mode(s), sorting (standard deviation), skewness, kurtosis, and a range of

Table II. Statistical formulae used in the calculation of grain size parameters and suggested descriptive terminology, modified from Krumbein and Pettijohn (1938) and Folk and Ward (1957) (f is the frequency in per cent; m is the mid-point of each class interval in metric (m_m) or phi (m_ϕ) units; P_x and ϕ_x are grain diameters, in metric or phi units respectively, at the cumulative percentile value of x)

(a) Arithmetic method of moments

Mean	Standard deviation	Skewness	Kurtosis
$\bar{x}_a = \frac{\sum f m_m}{100}$	$\sigma_a = \sqrt{\frac{\sum f (m_m - \bar{x}_a)^2}{100}}$	$Sk_a = \frac{\sum f (m_m - \bar{x}_a)^3}{100 \sigma_a^3}$	$K_a = \frac{\sum f (m_m - \bar{x}_a)^4}{100 \sigma_a^4}$

(b) Geometric method of moments

Mean	Standard deviation		Skewness		Kurtosis
$\bar{x}_g = \exp \frac{\Sigma f \ln m_m}{100}$	$\sigma_g = \exp \sqrt{\frac{\Sigma f (\ln m_m - \ln \bar{x}_g)^2}{100}}$		$Sk_g = \frac{\Sigma f (\ln m_m - \ln \bar{x}_g)^3}{100 \ln \sigma_g^3}$		$K_g = \frac{\Sigma f (\ln m_m - \ln \bar{x}_g)^4}{100 \ln \sigma_g^4}$
Sorting (σ_g)		Skewness (Sk_g)		Kurtosis (K_g)	
Very well sorted	<1.27	Very fine skewed	<-1.30	Very platykurtic	<1.70
Well sorted	1.27-1.41	Fine skewed	-1.30 to -0.43	Platykurtic	1.70-2.55
Moderately well sorted	1.41-1.62	Symmetrical	-0.43 to +0.43	Mesokurtic	2.55-3.70
Moderately sorted	1.62-2.00	Coarse skewed	+0.43 to +1.30	Leptokurtic	3.70-7.40
Poorly sorted	2.00-4.00	Very coarse skewed	>+1.30	Very leptokurtic	>7.40
Very poorly sorted	4.00-16.00				
Extremely poorly sorted	>16.00				

(c) Logarithmic method of moments

Mean	Standard deviation	Skewness	Kurtosis
$\bar{x}_\phi = \frac{\sum f m_\phi}{100}$	$\sigma_\phi = \sqrt{\frac{\sum f (m_\phi - \bar{x}_\phi)^2}{100}}$	$Sk_\phi = \frac{\sum f (m_\phi - \bar{x}_\phi)^3}{100\sigma_\phi^3}$	$K_\phi = \frac{\sum f (m_\phi - \bar{x}_\phi)^4}{100\sigma_\phi^4}$
Sorting (σ_ϕ)	Skewness (Sk_ϕ)		Kurtosis (K_ϕ)
Very well sorted	<0.35	Very fine skewed	>+1.30
Well sorted	0.35–0.50	Fine skewed	+0.43 to +1.30
Moderately well sorted	0.50–0.70	Symmetrical	–0.43 to +0.43
Moderately sorted	0.70–1.00	Coarse skewed	–0.43 to –1.30
Poorly sorted	1.00–2.00	Very coarse skewed	<–1.30
Very poorly sorted	2.00–4.00		
Extremely poorly sorted	>4.00		
		Very platykurtic	<1.70
		Platykurtic	1.70–2.55
		Mesokurtic	2.55–3.70
		Leptokurtic	3.70–7.40
		Very leptokurtic	>7.40

(d) Logarithmic (original) Folk and Ward (1957) graphical measures

Mean	Standard deviation	Skewness	Kurtosis
$M_Z = \frac{\phi_{16} + \phi_{50} + \phi_{84}}{3}$	$\sigma_I = \frac{\phi_{84} - \phi_{16}}{4} + \frac{\phi_{95} - \phi_5}{6.6}$	$Sk_I = \frac{\phi_{16} + \phi_{84} - 2\phi_{50}}{2(\phi_{84} - \phi_{16})} + \frac{\phi_5 + \phi_{95} - 2\phi_{50}}{2(\phi_{95} - \phi_5)}$	$K_G = \frac{\phi_{95} - \phi_5}{2.44(\phi_{75} - \phi_{25})}$
Sorting (σ_I)	Skewness (Sk_I)		Kurtosis (K_G)
Very well sorted	<0.35	Very fine skewed	+0.3 to +1.0
Well sorted	0.35–0.50	Fine skewed	+0.1 to +0.3
Moderately well sorted	0.50–0.70	Symmetrical	+0.1 to –0.1
Moderately sorted	0.70–1.00	Coarse skewed	–0.1 to –0.3
Poorly sorted	1.00–2.00	Very coarse skewed	–0.3 to –1.0
Very poorly sorted	2.00–4.00		
Extremely poorly sorted	>4.00		
		Very platykurtic	<0.67
		Platykurtic	0.67–0.90
		Mesokurtic	0.90–1.11
		Leptokurtic	1.11–1.50
		Very leptokurtic	1.50–3.00
		Extremely leptokurtic	>3.00

(e) Geometric (modified) Folk and Ward (1957) graphical measures

Mean		Standard deviation			
$M_G = \exp \frac{\ln P_{16} + \ln P_{50} + \ln P_{84}}{3}$		$\sigma_G = \exp \left(\frac{\ln P_{16} - \ln P_{84}}{4} + \frac{\ln P_5 - \ln P_{95}}{6.6} \right)$			
Skewness		Kurtosis			
$Sk_G = \frac{\ln P_{16} + \ln P_{84} - 2(\ln P_{50})}{2(\ln P_{84} - \ln P_{16})} + \frac{\ln P_5 + \ln P_{95} - 2(\ln P_{50})}{2(\ln P_{25} - \ln P_5)}$		$K_G = \frac{\ln P_5 - \ln P_{95}}{2.44(\ln P_{25} - \ln P_{75})}$			
Sorting (σ_G)		Skewness (Sk_G)		Kurtosis (K_G)	
Very well sorted	<1.27	Very fine skewed	-0.3 to -1.0	Very platykurtic	<0.67
Well sorted	1.27-1.41	Fine skewed	-0.1 to -0.3	Platykurtic	0.67-0.90
Moderately well sorted	1.41-1.62	Symmetrical	-0.1 to +0.1	Mesokurtic	0.90-1.11
Moderately sorted	1.62-2.00	Coarse skewed	+0.1 to +0.3	Leptokurtic	1.11-1.50
Poorly sorted	2.00-4.00	Very coarse skewed	+0.3 to +1.0	Very leptokurtic	1.50-3.00
Very poorly sorted	4.00-16.00			Extremely leptokurtic	>3.00
Extremely poorly sorted	>16.00				

cumulative percentile values (the grain size at which a specified percentage of the grains are coarser), namely D_{10} , D_{50} , D_{90} , D_{90}/D_{10} , $D_{90}-D_{10}$, D_{75}/D_{25} and $D_{75}-D_{25}$.

In the program, the method of moments is used to calculate statistics *arithmetically* (based on a normal distribution with metric size values, seldom used in sedimentology but available with some Coulter sizing instruments), *geometrically* (based on a log-normal distribution with metric size values) and *logarithmically* (based on a log-normal distribution with phi size values), following the terminology and formulae suggested by Krumbein and Pettijohn (1938). Specified values are then extracted from the cumulative percentage curve using a linear interpolation between adjacent known points on the curve. These are used to calculate Folk and Ward parameters *logarithmically* (as originally suggested in Folk and Ward (1957), based on a log-normal distribution with phi size values) and *geometrically* (based on a log-normal distribution with metric size values). Formulae used in these calculations are presented in Table II.

The statistical parameters are also related to descriptive terms. The mean grain size is described using a modified Udden–Wentworth grade scale (Table I). For terminology to be consistent with the silt and sand fractions, gravel is redefined here as a fraction containing five subclasses ranging from very fine (2 mm) to very coarse (64 mm). Clasts larger than 64 mm are described as boulders. The terms granule, pebble and cobble have been removed, and it is recommended that their use be reserved for the description of rounded or subrounded clasts. ‘Shingle’ may also be defined simply as rounded gravel. Sorting, skewness and kurtosis are described here using the scheme proposed by Folk and Ward (1957). However, to avoid confusion as to whether skewness terms relate to metric or phi scales, positive skewness is renamed ‘fine skewed’ (indicating an excess of fines), and negative skewness is renamed ‘coarse skewed’ (indicating a tail of coarser particles).

The program provides a physical description of the textural class (such as ‘muddy sandy gravel’) after Folk (1954). Also included is a table giving the percentage of grains falling into each size fraction. For sieving results, the program warns the user if a significant amount (>2 per cent) of sediment has been lost during analysis. In terms of graphical output, the program provides graphs of the grain size distribution and cumulative distribution of the data in both micrometre and phi units, and displays the sample grain size on gravel–sand–mud and sand–silt–clay triangular diagrams. Samples can be analysed individually, or up to 250 samples may be analysed together with all statistics being tabulated. An example printout from the program is shown in Figure 2.

TECHNICAL POINTS

To calculate reliably the grain size statistics of a sample, the entire size distribution must be defined. At the coarse end, there is a requirement to enter at least one size class larger than the largest particles in the sample. At the fine end there is a complication with sediment remaining in the pan after sieving analysis. The larger the quantity of sediment remaining in the pan, the less accurate the calculation of grain size statistics, with statistics calculated by the method of moments being most susceptible. Errors in Folk and Ward parameters become significant only when the size distribution of more than 5 per cent of the sample is undetermined. If a sample contains up to 1 per cent of sediment in the pan the user can either calculate the statistics ignoring the pan fraction, or specify a size which is considered to be representative of the finest particles in the pan, such as $1\ \mu\text{m}$ ($10\ \phi$). For samples containing between 1 and 5 per cent of sediment in the pan, it is recommended that the pan fraction be ignored and size statistics reported for the sand and gravel fractions only. Samples containing more than 5 per cent of sediment in the pan should ideally be further analysed using a different technique, such as sedimentation or laser granulometry, although as noted previously, there are difficulties in merging data obtained by different methods.

METHOD COMPARISON

Previous studies have compared the statistics derived by moments and graphical methods (e.g. Folk, 1966; Koldijk, 1968; Davis and Ehrlich, 1970; Jaquet and Vernet, 1976; Swan *et al.*, 1978). The ability of GRADISTAT to analyse rapidly large numbers of samples has allowed the direct comparison of grain size statistics for over 800 samples, comprising marine gravels, sands and muds, desert and coastal dune sands, soils and

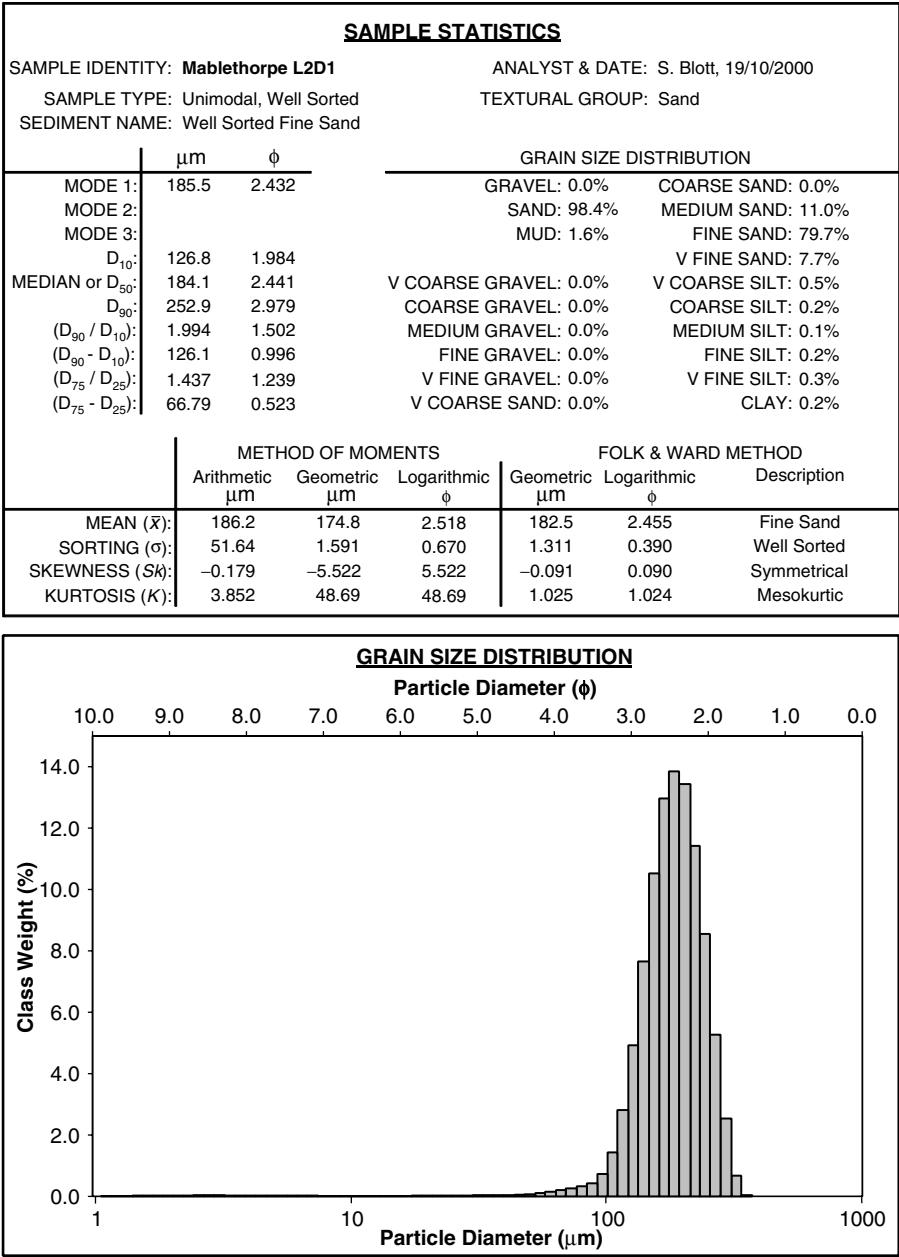


Figure 2. Example GRADISTAT printout, with logarithmic frequency plot, for a coastal dune sand (Lincolnshire, UK)

glacial tills. The relationships between graphical and moment parameters are illustrated in Figures 3 and 4 for geometric and logarithmic statistics. While arithmetic statistics have been included in the GRADISTAT program for reasons of completeness, it is recommended that the more representative geometric or logarithmic statistics be used to characterize sediments as general practice.

It is clear that relationships between the methods are similar for geometric and logarithmic statistics. Geometric mean and sorting values for either method are related to their logarithmic counterparts by simple logarithmic relationships. Geometric and logarithmic skewness parameters are inversely related since metric and phi scales operate in opposite directions, while geometric and logarithmic kurtosis values are identical.

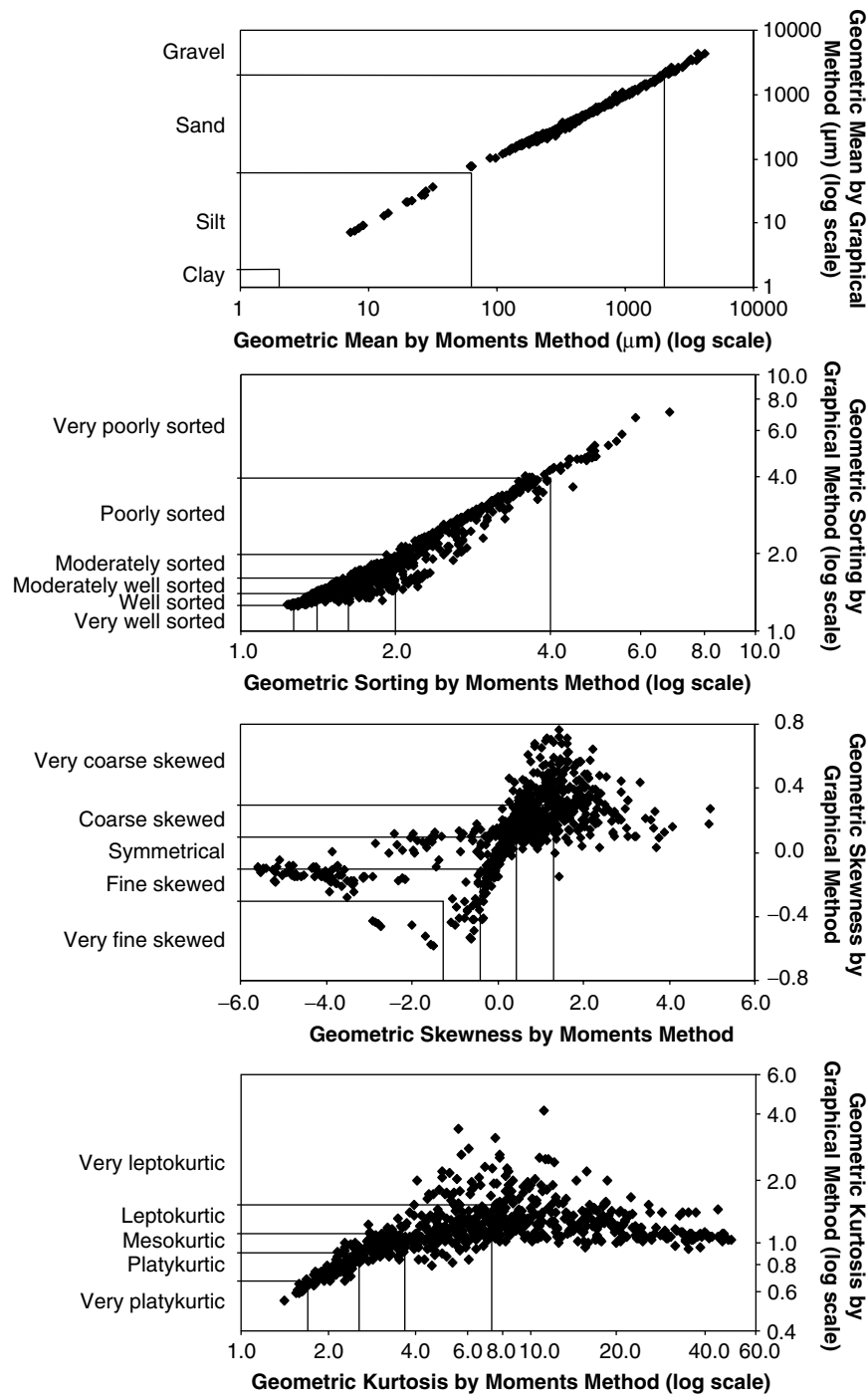


Figure 3. Comparison of statistical parameters calculated using the geometric method of moments and Folk and Ward (1957) graphical method. Analysed samples are marine gravels, sands and muds, desert and coastal dune sands, soils and glacial tills

The relationships between graphical and moment parameters can be explained by differences in the emphasis each method places on different parts of the grain size distribution. The graphical method places more weight on the central portion of the grain size curve and less on the tails. The upper and lower limits of calculations

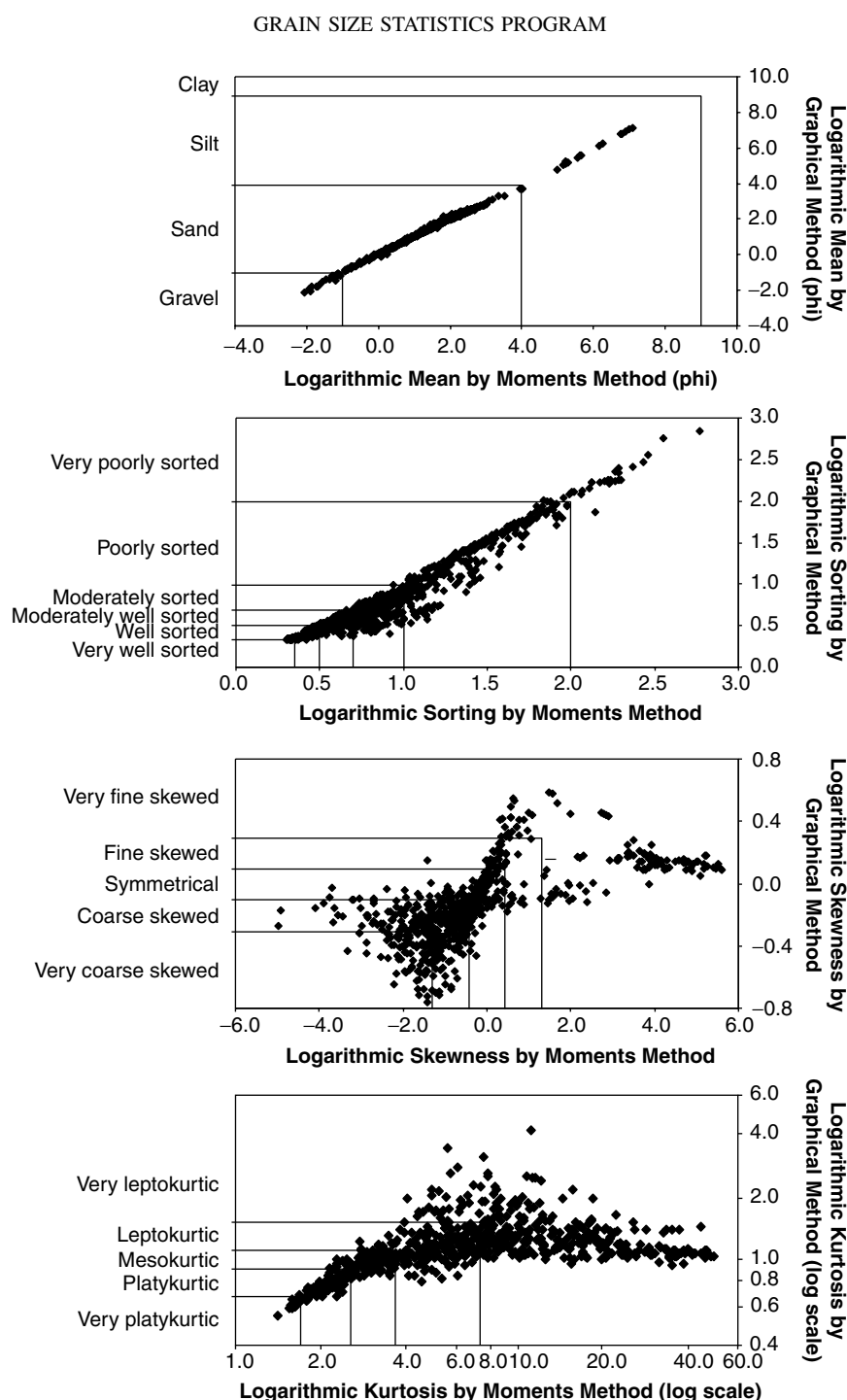


Figure 4. Comparison of statistical parameters calculated using the logarithmic method of moments and Folk and Ward (1957) graphical method. Analysed samples are marine gravels, sands and muds, desert and coastal dune sands, soils and glacial tills

are at 95 and 5 per cent of the distribution respectively, and sediment outside these limits is ignored. The first order moment measure (mean) also places more emphasis on the central portion of the curve, and consequently the graphical mean closely approximates the moment mean (Figures 3 and 4).

With higher order moments, however, parameters become more sensitive to the tails of the distribution. While there is clearly a linear relationship between graphical and moment sorting, there is better agreement for well sorted sediments (low sorting values), since grains are concentrated in the central portion of the grain size distribution. For less well sorted sediments, the graphical method generally produces better sorting values since sediment in the tails of the distribution is ignored. The difference is greatest for samples that are well sorted except for a fine or coarse tail representing less than 5 per cent of the sample weight (such as the dune sand shown in Figure 2). Alternatively, graphical sorting can exceed moment sorting if the central portion of the distribution is the least sorted, such as for multimodal sediments (Swan *et al.*, 1978).

With the highest order moments of skewness and kurtosis, the differences between the methods become much greater. While skewness values are comparable for log-normally distributed sediments (skewness value of zero), kurtosis parameters are inherently different, since a log-normal distribution takes a value of 1.0 for the graphical method and 3.0 for the method of moments. The convention used by some authors (e.g. Krumbein and Pettijohn, 1938) to subtract 3.0 from the moments value to standardize the measure around zero is not followed here. Values higher than 1.0 (or 3.0) indicate a leptokurtic (strongly peaked) distribution, smaller values a platykurtic (relatively flat) distribution. For sediments that are far from log-normal, the higher order moments of sorting, skewness and kurtosis interact in complicated ways (Swan *et al.*, 1978). The result is that as skewness and kurtosis increase, the percentage of sediment in the tails of the distribution increases, and the relationships between the graphical and moment parameters break down.

One of the advantages of the Folk and Ward method is the opportunity to convert parameter values to descriptive terms for the sediment. The relationships illustrated in Figures 3 and 4, although unclear in some instances, have been used to assign corresponding descriptive terms to geometric and logarithmic moment values, presented in Table II. These terms are intended as a guide only, since it is clear from the previous discussion that higher order parameters can be difficult to interpret. Sorting in particular is known to be a sinusoidal function of mean grain size, with medium and fine sands generally exhibiting better sorting than clays, silts and gravels (Inman, 1949; Folk and Ward, 1957).

OTHER DESCRIPTORS

A variety of alternative parameters can be used to differentiate between different sediments. Engineers commonly quote the median, or D_{50} size value, together with a measure of dispersion, such as D_{90}/D_{10} , $D_{90}-D_{10}$ or $D_{75}-D_{25}$ (the interquartile range). For soils work, where the materials in question are commonly multimodal, it may be most appropriate simply to cite the values for the primary, secondary and tertiary modes, the median, and a measure of distribution spread, such as $D_{90}-D_{10}$. These descriptors are provided by the GRADISTAT software and frequently prove to be more reliable than the standard size statistics, especially when sediments are clearly multimodal.

DISCUSSION AND CONCLUSIONS

Although the GRADISTAT program is extremely flexible in terms of input and output, it remains the responsibility of the user to interpret the results in a manner appropriate to the questions being addressed. Care should be taken when interpreting open-ended distributions, or where the sediment is not unimodal. It should also be noted that all methods of particle size analysis are influenced by factors such as grain shape, density, and sometimes optical properties. While some methods specify grain size frequency per unit weight, others specify grain size per unit volume. It is therefore not appropriate to compare directly results obtained using different methods. In some instances, however, it may be possible to apply calibration factors.

Comparison of the Folk and Ward graphical method and the method of moments has indicated that both methods have drawbacks. The graphical method is relatively insensitive to sediments containing a large particle size range in the tails of the distribution. This can be either an advantage or a disadvantage depending on the particular problem under study. The moment method can equally overemphasize the importance of long tails with low frequencies, and in these circumstances the Folk and Ward method is likely to describe more accurately the general characteristics of the bulk of the sample. Previous workers have been divided

about the relative merits of graphical and moment statistics. If only the mean grain size and sorting values are required, the graphical and moments methods produce similar results. If, however, the skewness or kurtosis are to be determined, in our experience the Folk and Ward measures provide the most robust basis for routine comparisons of compositionally variable sediments. Although most sedimentologists have traditionally worked with phi units, in our opinion statistics expressed geometrically (in metric units) are to be preferred to logarithmic statistics (in phi units), since the phi scale is seldom used amongst biologists, archaeologists, soil scientists or engineers, and results are easier to visualize. Any study incorporating grain size analysis must include a clear statement of the measurement technique and the method used in the calculation of any statistics. In many circumstances it will be appropriate to employ more than one method, since comparison of results obtained in different ways may provide additional insight into the processes involved.

ACCESSING THE SOFTWARE

The universal availability of Microsoft Excel should enable use of the GRADISTAT program by many workers, and allow efficient transfer of data and statistics between other applications. The file GRADISTAT.xls is compatible with Microsoft Excel 97 or 2000 (versions 8.0 and 9.0), and can be downloaded from the *Earth Surface Processes and Landforms* software web site (URL: <http://www.interscience.wiley.com/jpages/0197-9337/sites.html>).

ACKNOWLEDGEMENTS

This work was undertaken while S. J. Blott was in receipt of NERC Studentship GT04/97/250/MS. Additional funding was provided by a CASE Award with the Environment Agency. The authors would like to thank J. Jack and D. Thornley at the Postgraduate Research Institute for Sedimentology at the University of Reading, UK, for their encouragement in the creation of the program, and J. Richards and S. Saye who assisted in testing the program.

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CONSENT ITEMS 1.8

Approval of Statement of Work **CA25-01** for Clifton Larson Allen for Assertion Based Examination Services

Issue:

At our last Council Meeting, Council agreed with the Audit Selection Committee that Clifton Larson Allen would perform the audit for the City for the next 3 years.

Background:

Attachment(s):

1. City - SOW - Examination Services

Fiscal Impact:

None

Staff Recommendation:

Approve the Statement of Work for Clifton Larson Allen's Assertion Based Examination Services and authorize the President of the Council to sign such.



September 30, 2025

Statement of Work - Assertion Based Examination Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 5, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Zephyrhills ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2025.

Julie S. Fowler is responsible for the performance of the examination engagement.

Examination services

We will examine your compliance with the Section 218.415, Florida Statutes regarding the investment of public funds during the period October 1, 2024 to September 30, 2025.

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes regarding the investment of public funds, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.415, Florida Statutes regarding the investment of public funds, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement.

We will issue a written report upon completion of the examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material misstatement or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by

professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and the Auditor General, state of Florida and is not intended to be and should not be used by anyone other than the specified parties.

Our responsibilities, procedures, and limitations

We will conduct our examination in accordance with attestation standards established by the AICPA.

Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes regarding the investment of public funds, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the Section 218.415, Florida Statutes regarding the investment of public funds in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the Section 218.415, Florida Statutes regarding the investment of public funds. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the Section 218.415, Florida Statutes regarding the investment of public funds that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

Management responsibilities

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds. You are responsible for the design, implementation, and maintenance of internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the Section 218.415,

Florida Statutes regarding the investment of public funds, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence.

You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you.

For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the Section 218.415, Florida Statutes regarding the investment of public funds. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will

be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Our professional fee is included in our fee for audit services.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

CLA

CLA

Julie S. Fowler

Julie S. Fowler, CPA, Signing Director

SIGNED 10/1/2025, 8:08:00 AM EDT

Client

ORG: City of Zephyrhills

NAME: Charles E. Proctor

TITLE: Council President

SIGN:

DATE:

ORG: City of Zephyrhills

NAME: William Poe

TITLE: City Manager

SIGN:

DATE:

CONSENT ITEMS 1.9

Approval of Agreement **37-25-13** with Clifton Larson Allen for Audit Services

Issue:

Clifton Larson Allen's Statement of Work explains what the auditor's responsibilities are for the audit and what responsibilities that city management has.

Background:

Attachment(s):

1. City - SOW - Audit Services

Fiscal Impact:

The audit for the City will cost \$51,975, well within the \$67,725 budgeted.

Staff Recommendation:

Approve Clifton Larson Allen's Statement of Work for Audit Services and authorize the President of the Council to sign such.



October 1, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 5, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Zephyrhills ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2025.

Julie S. Fowler is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Zephyrhills, and the related notes to the financial statements as of and for the year ended September 30, 2025.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of data collection form
- Preparation of schedule of federal awards.

- Preparation of adjusting journal entries
- Preparation of schedules for GASB 68, Pensions, GASB 87, Leases, and GASB 96, SBITA
- Preparation of schedules to be uploaded to the LOGERx system for the Florida Annual Financial Report

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) and state project(s) in accordance with the Uniform Guidance and Chapter 10.550, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on

the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and state projects and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and state project in accordance with the Uniform Guidance and on compliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on each major Florida project in accordance with Chapter 10.550.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs and state projects.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written management letter, as required by Chapter 10.550, upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs and state projects. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of

assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program and state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major federal programs and has complied with applicable laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of the entity's major state financial assistance projects. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" and the Florida Department of Financial Services State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and state projects. The purpose of these procedures

will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550.

We will evaluate the presentation of the schedule of expenditures of federal awards and state financial assistance accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP, the Uniform Guidance, and Chapter 10.550, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards and state financial assistance in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards and state financial assistance received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance and Chapter 10.550.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and

conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance . Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance ; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance ; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance and Chapter 10.550, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes and regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for

ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and Chapter 10.550; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any

misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements

addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CLA and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory bodies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CLA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Audit of financial statements	\$45,000.00
Financial statement preparation	\$3,000.00
LOGERx Annual Financial Report preparation	\$750.00
GASB 87, Leases, and GASB 96, SBITA assistance	\$750.00
5% Technology and client support fee	\$2,475.00
Total	\$51,975.00

Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Predecessor auditor communications

You agree to provide us permission to communicate with the predecessor auditor and to authorize the predecessor auditor to respond fully to our inquiries regarding any matters that will assist us in finalizing

our engagement acceptance. You agree to authorize the predecessor to allow us to review their audit documentation, thereby providing us with information to assist us in planning and performing the engagement. You will be responsible for any fees billed by the predecessor auditor related to our review of their workpapers and our inquiries. You further acknowledge that our final acceptance of the engagement is subject to the completion of those inquiries and evaluation of the responses.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Zephyrhills.

CLA

CLA

Julie S. Fowler

Julie S. Fowler, CPA, Signing Director

SIGNED 10/1/2025, 11:59:13 AM EDT

Client

ORG: City of Zephyrhills

NAME: Charles E. Proctor

TITLE: Council President

SIGN:

DATE:

ORG: City of Zephyrhills

NAME: William Poe

TITLE: City Manager

SIGN:

DATE:

CONSENT ITEMS 1.10

Approval of the FDLE Drone Financial Assistance Grant Agreement **24-25-07**

Issue:

The Zephyrhills Police Department seeks City Council approval to purchase three drones (unmanned aerial systems) using funds awarded through the Florida Department of Law Enforcement (FDLE) grant program.

Background:

The purchase will enhance air support capabilities for the City of Zephyrhills and the east side of Pasco County, providing additional coverage for both emergency response and investigative operations. The Department currently has one certified drone pilot, with three additional personnel in the process of obtaining licensure. All pilots will operate under the Pasco County Joint Unmanned Systems Task Force, which was approved by the City Council in December 2024 (Agreement #41-24-47).

Attachment(s):

1. FDLE Drone Grant Agreement
2. AXON Purchase Agreement (Sourcewell Contract #101223-AXN)

Fiscal Impact:

This is an unplanned FY26 budget item; however, the purchase is fully supported by the FDLE grant. The approved grant increases both revenues and expenditures by \$75,000, resulting in no net impact on the City's General Fund. Procurement will comply with all state and city purchasing requirements.

Staff Recommendation:

Staff recommends that the City Council approve the purchase of the drones through the FDLE grant program.

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and**

Zephyrhills Police Department

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette

Title: Research & Planning Administrator

Phone: 850-617-1268

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: [Jessica Carter](#)

Title: [Assistant Finance Director](#)

Phone: 813-780-0000

Email: jcarter@ci.zephyrhills.fl.us

Chief Official

(please print)

Name: [Derek Brewer](#)

Title: [Chief of Police](#)

Phone: 813-780-0050

Email: dbrewer@police.zephyrhills.fl.us

Financial Contact:

(please print)

Name: [Ted Beason](#)

Title: [Finance Director](#)

Phone: 813-780-0000

Email: tbeason@ci.zephyrhills.fl.us

Alternate Point-of- Contact

(please print)

Name: [Nathan Gardner](#)

Title: [Lieutenant](#)

Phone: 813-780-0050

Email: ngardner@police.zephyrhills.fl.us

Recipient's Vendor ID (FEID/EIN): _____

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: [City of Zephyrhills](#)

Address 1: [Attn: Finance Department](#)

Address 2: [5335 8th Street](#)

City, State, Zip: [Zephyrhills, FL 33542](#)

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Bureau of Criminal Justice Grants**

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Zephyrhills Police Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature:  _____ Date: Sep 9, 2025

Printed Name and Title: Derek Brewer, Chief of Police

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Funding Request Form

Recipient: Zephyrhills Police Department

County: Pasco

1. Recipient Type (select all that apply):

- ☒ New Recipient (no funds received under this program)
Located in a fiscally constrained county
None of the above

2. How many drone pilots do you currently have on staff? 1

3. How many additional pilots are you seeking to train/certify? 3

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 3

Based on your request, you are seeking an award amount of 75000
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

The Zephyrhills Police Department currently has one certified pilot, with three others in the process of obtaining their license. We have purchased one drone this year, but we have not recieved delivery yet. Are pilots are and will be operating under the umbrella of the Pasco County Joint Unmanned Systems Task Force. The three addtional drones will assist the city of Zephyrhills and the east side of Pasco county gain additional air coverage for emergency and investigative purposes.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: 

Date: Sep 9, 2025

Name/Title: Derek Brewer, Chief of Police

**** **FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY** ****

The Recipient may purchase _____ drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: _____

Authorized Official

Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

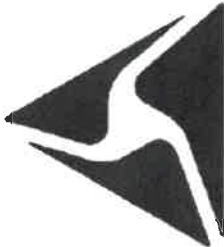
Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.



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

Q-752116-45917RG

Issued: 09/17/2025

Quote Expiration:

Estimated Contract Start Date: 12/01/2025

Account Number: 127820

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Zephyr Hills Police Dept. - FL 6118 8th St Zephyrhills, FL 33542-3504 USA	Zephyrhills Police Dept. - FL 6118 8th St Zephyrhills FL 33542-3504 USA Email:	Rachel Gerstenson Phone: Email: rleinson@axon.com Fax:	Derek Brewer Phone: (813) 780-0050 Email: dbrewer@police.zephyrhills.fl.us Fax: (813) 780-0059

Quote Summary

Program Length	12 Months
TOTAL COST	\$75,000.00
ESTIMATED TOTAL W/ TAX	\$75,000.00

Discount Summary

Average Savings Per Year	\$3,940.00
TOTAL SAVINGS	\$3,940.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$75,000.00	\$0.00	\$75,000.00
Total	\$75,000.00	\$0.00	\$75,000.00

Quote Unbundled Price: \$78,940.00
 Quote List Price: \$78,940.00
 Quote Subtotal: \$75,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3			\$20,231.00	\$20,231.00	\$60,693.00	\$0.00	\$60,693.00
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3			\$5,249.00	\$4,769.00	\$14,307.00	\$0.00	\$14,307.00
Total							\$75,000.00	\$0.00	\$75,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	1	11/01/2025

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	6118 8th St	Zephyrhills	FL	33542-3504	USA

Payment Details

Nov 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Upfront Payment	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	\$14,307.00	\$14,307.00
Upfront Payment	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$60,693.00	\$60,693.00
Upfront Payment	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00
Total				\$75,000.00	\$75,000.00

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

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

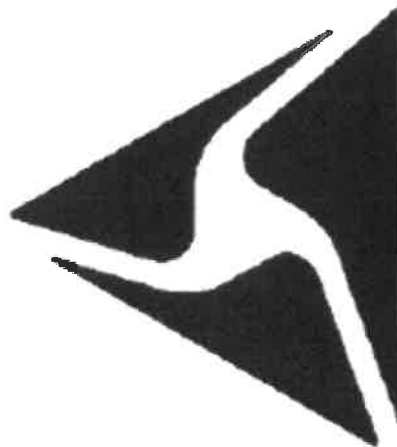
Acceptance of Terms:

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

Signature

Date Signed

9/17/2025



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**.

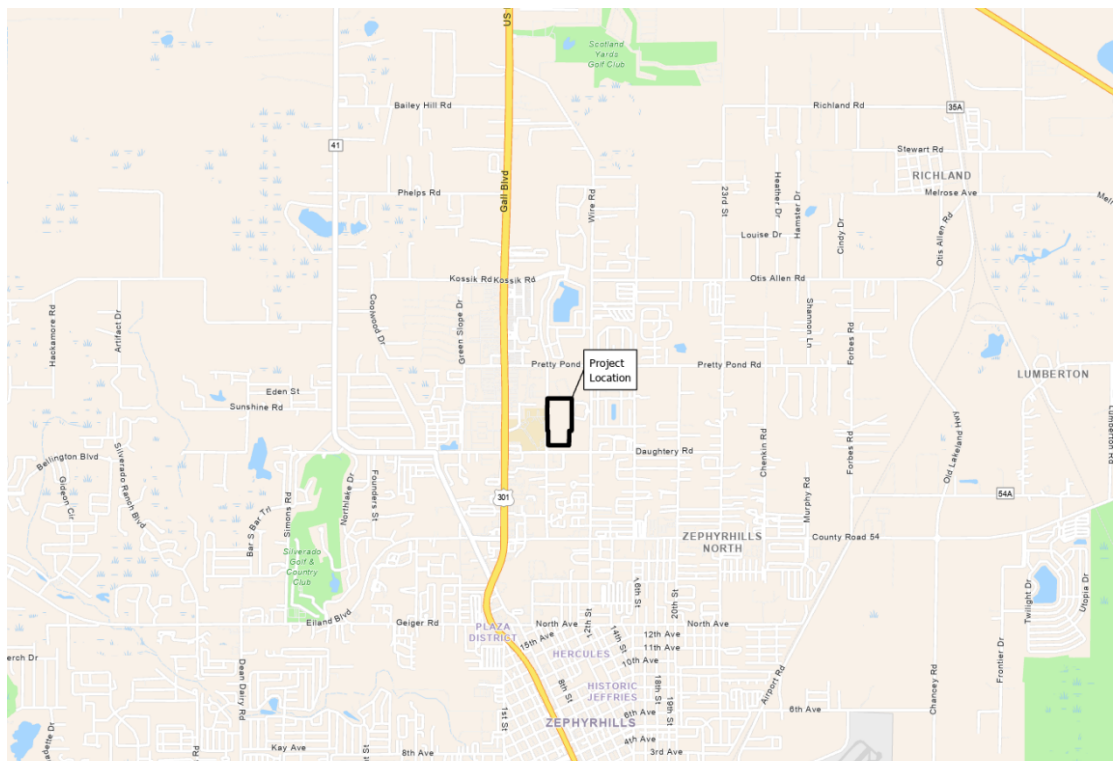


Figure 1 - Location Map

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

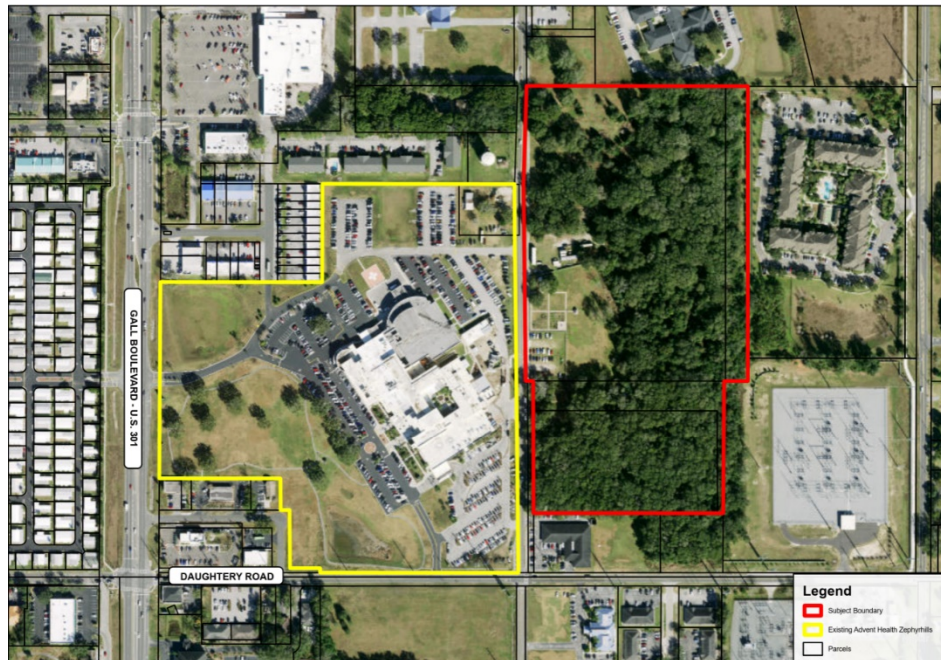


Figure 2 - Aerial Project Location Courtesy of RVi

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;

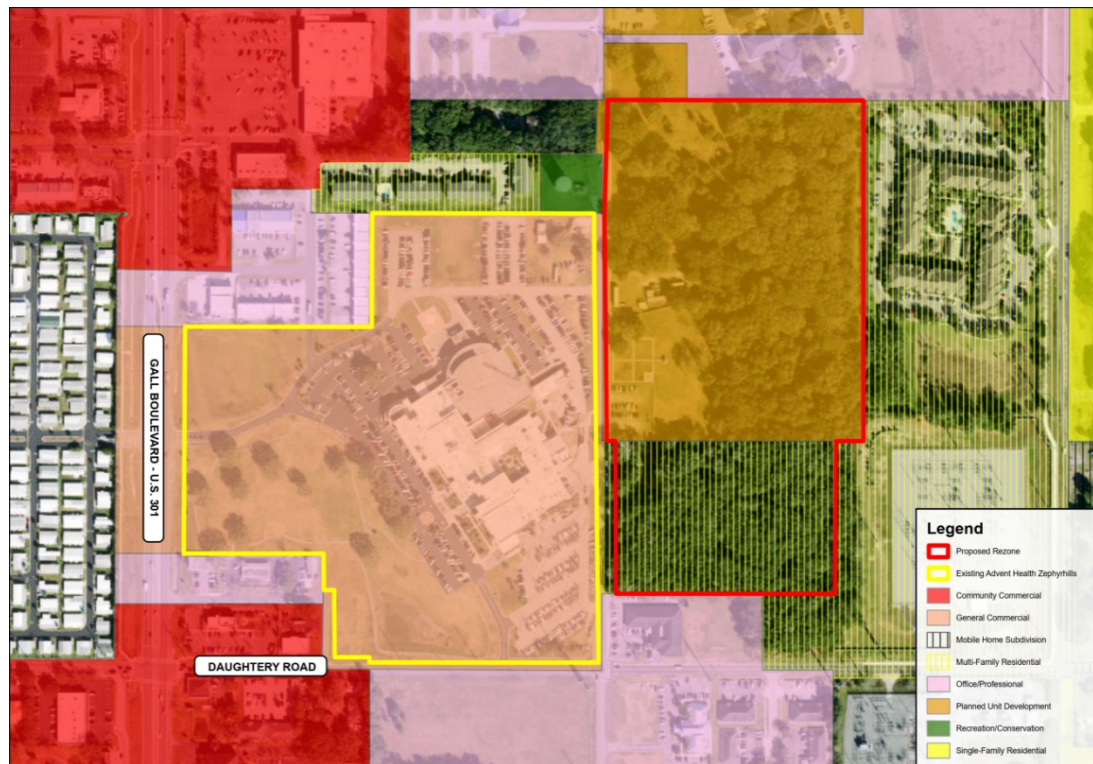


Figure 3 - Existing Zoning Map Courtesy of RVi

- (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.

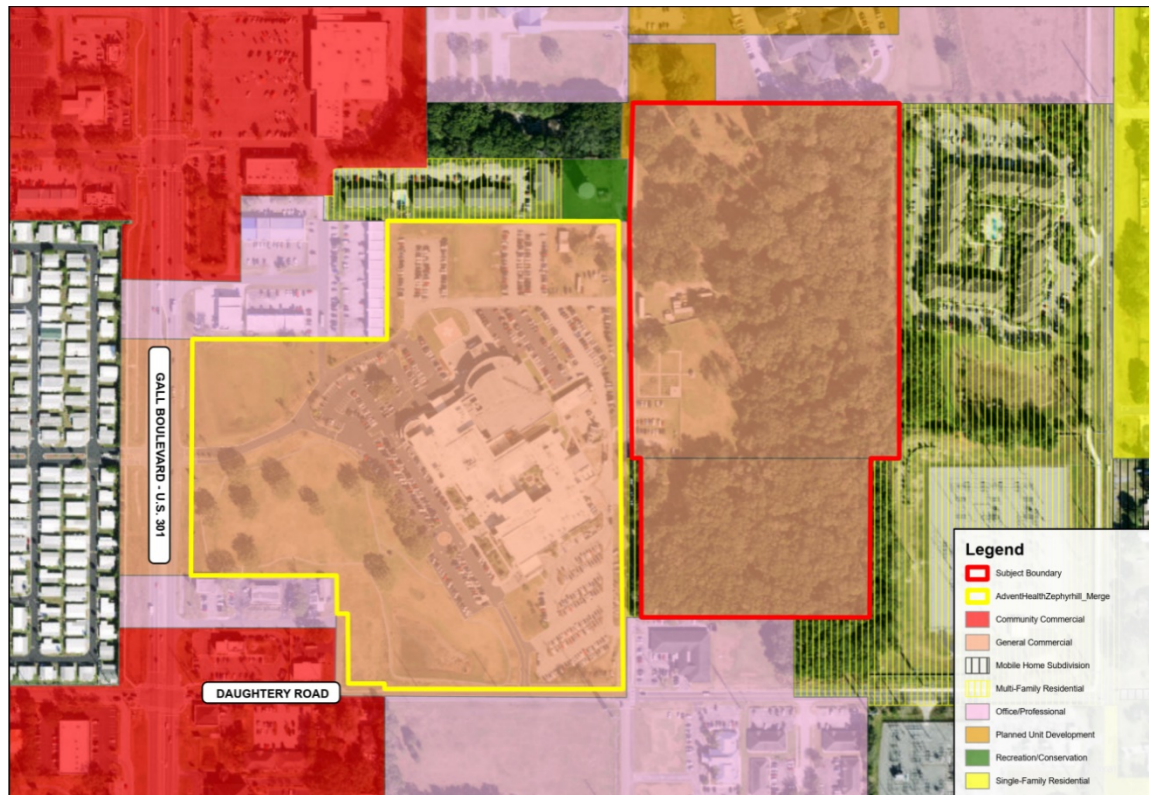


Figure 4 - Proposed Zoning Map Courtesy of RVi

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.

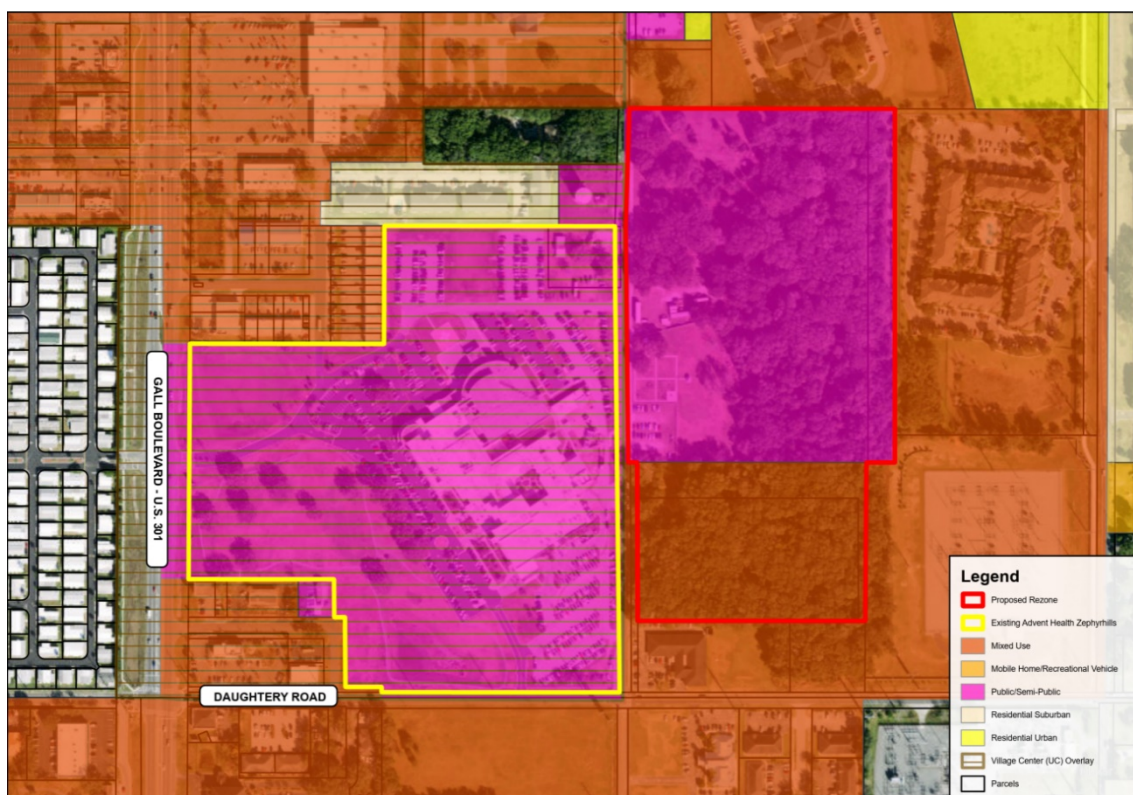


Figure 5 - Existing Future Land Use Map Courtesy of RVi

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.

Upon recording return to:
Barbara L. Wilhite, P.A.
6327 Grand Boulevard
New Port Richey, FL 34652

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made, dedicated, and declared on this ____ day of ____, 2025, by Adventist Health System/Sunbelt Inc. and Florida Hospital Zephyrhills Inc., 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("Declarant").

RECITALS

1. Declarant is the fee owner of that certain real property more particularly described on Exhibit A attached hereto (the "Property").
2. Declarant requested the City of Zephyrhills ("City") for a change of the zoning designation of the Property by Petition No. RZ0018-25, from PUD (Planned Unit Development) and R-4 (Multi-Family Residential) to C-3 (General Commercial) (the "Rezoning"); and
3. As a condition of the Rezoning, Declarant is willing to impose certain Restrictions (as defined herein) on the Property as hereinafter set forth in this Declaration in connection with the Rezoning for the benefit of the City.

W I T N E S E T H:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Declarant hereby create, establish, promulgate and declare that the Property shall be held, sold, leased, developed, and conveyed expressly subject to the following covenants, conditions and restrictions:

ARTICLE I **RESTRICTIONS ON THE PROPERTY**

Section 1.1 Restrictions. The following restrictions are hereby imposed upon the Property and shall continue as restrictions thereon for the benefit of the City unless otherwise approved by the City in connection with any subsequent rezoning of the Property or a portion thereof.

- a. The following uses of the Property are prohibited:

Hotel, Automobile service/repair, Automobile/vehicle sales and rentals, Car wash/detailing, Gasoline (fuel) service station, Heavy vehicle/equipment service/repair, Parts and accessory sales, Auction house, Big box, large retail, Convenience store, Landscape supply/garden center, Pawnshop, Financial services (commercial lender, non-bank), Brewery, Brewery (regional/small), Distillery, Craft distillery, Drinking establishment, bar, tavern, Catering/food service contractor, Office (trades/fleet)*, Restaurant (drive-through service), Laundry/dry cleaning plant, Drug manufacturing, Heavy industry/manufacturing, Publishing and printing, Warehouse, Freight transportation services, Museum, Theater, Mini Warehouse, and Recreational Vehicle Storage.

* Offices (trade/fleet) are permitted only if accessory/related to a permitted primary use. Independent offices (trade/fleet) shall be prohibited.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 Enforcement. Declarant, for so long as it owns any portion of the Property, the fee simple owners of the Property (each an "Owner" and collectively, the "Owners") and the City shall have the right to enforce, by any proceedings at law or in equity, the Restrictions imposed by this Declaration. Failure by Declarant, an Owner or the City to enforce any Restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter, nor shall Declarant, an Owner, or the City have any responsibility to ensure compliance with the Restrictions by any other party.

Section 2.2 Duration. The covenants, conditions, and Restrictions contained herein shall inure to the benefit of and shall be binding upon the Property for a period of sixty (60) years from the Effective Date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless otherwise agreed to in writing by Declarant (for so long as it owns any portion of the Property), the Owners of the Property and the City.

Section 2.3 Notice. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be sent by U.S. Mail, certified, postage prepaid to the addresses last given to or known by the party giving such notice or by Federal Express or other nationally-recognized overnight delivery service. Such notice is deemed to have been delivered upon the earlier of: (1) actual receipt or (2) within three (3) days from the date sent by U.S. Mail, certified, postage prepaid or by Federal Express. Declarant, the City, and the Owners of the Property shall have the right and election to designate to the other from time to time, by written notice in accordance with the notice provisions hereof to such other person or persons, at such other places in the United States as it may desire for the delivery or mailing of written notices in accordance herewith. The present parties and addresses to receive written notice hereunder are as follows:

<u>Declarant:</u>	Adventist Health System / Sunbelt Inc. Florida Hospital Zephyrhills Inc. 7050 Gall Blvd Zephyrhills, Florida 33541
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<u>City:</u>	Zephyrhills City Manager 5335 8 th Street Zephyrhills, Florida 33542
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Section 2.4 Captions. The captions, section numbers, and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way limit, construe, or describe the scope or the intent of such portions or articles of this Declaration, nor in any way modify or affect this Declaration.

Section 2.5 Covenants Running with the Land. The Restrictions, conditions, covenants, and obligations as specifically set forth herein shall be benefits and burdens respectively, on the

Property, running with the land and shall inure to the benefit of the successors, heirs and assigns of the owners of the Property as applicable.

Section 2.6 Amendments. This Declaration shall not be modified, amended, or rescinded except in writing by an instrument executed by Declarant (or its successor in title), the Owners and the City.

Section 2.7 Equitable Remedies. To the extent allowed by law, in the event of a breach by any Owner of any obligation of this Declaration, Declarant (for so long as it owns any portion of the Property), the other Owners or the City shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; Declarant and the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

Section 2.8 No Breach. No breach of the provisions of this Declaration shall entitle Declarant or any Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

Section 2.9 Force Majeure. In the event Declarant or any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 2.10 Priority to Mortgages. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration. Any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

Section 2.11 No Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Property to the general public or for any public use or purpose whatsoever.

Section 2.12 Third Party Beneficiaries. Nothing contained in this Declaration shall be deemed or construed to benefit any person or entity other than Declarant, Owner(s) and City.

Section 2.13 Governing Law and Venue. This Declaration shall be construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Declaration shall be in Pasco County, Florida.

Section 2.14 No Joint Venture. Nothing in this Declaration shall be construed to make Declarant, the Owners or the City partners or joint venturers or render any of said parties liable for the debts or obligations of the other.

Section 2.15 Effective Date. This Declaration shall become effective upon recording of this Declaration in the Public Records of the Pasco County (such date being the "Effective Date").

DECLARANT:

Add Signature block(s) and notary(s)

Exhibit A
Legal Description

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 3.1

Selection of Kenko Signs and Awning LLC for Solicitation 2025-012 Zephyrhills City Parks Signage

Issue:

Selection of Kenko Sign and Awning LLC for the City Parks Signage Solicitation 2025-012

Background:

The Solicitation 2025-012 City Parks Signage deadline for submittal was September 19, 2025. Two firms responded: Flores Construction and Kenko Sign and Awning. Staff asked Kimley Horn and Associates to review the submittals and their recommendation was Kenko Sign and Awning. Recommendation provided in your back-up. The proposal is to manufacture and install entrance signs at the following city locations: Ellis Harrold, Depot Park, Veteran's, Shepard, Krusen, Transplant, 5th Ave, and Gunner Paw. The total bid from Kenko was \$495,000, including a 10% contingency. The CRA will fund signage within the CRA District at a cost of \$150,000, included in the CRA FY 2025/2026 approved budget, with the remaining \$345,000 funded from Parks.

Attachment(s):

1. Recommendation_
2. 01 - Selected Vendor Totals - Summary

Fiscal Impact:

Funds for the Parks Signage Project are provided within the FY 2025/2026 approved budget.

Staff Recommendation:

Staff recommends approval.



September 29, 2025

Mr. Evan Markewich
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: Approval of Bid

Dear Mr. Markewich,

Following our recent review of the bids submitted for the Zephyr Park signs, we are pleased to inform you that Kimley-Horn has completed the evaluation of the two bids received from the contractors listed below:

1. Flores Construction Co.
2. Kenko Sign and Awning LLC

After careful analysis of the submitted bids, Kimley-Horn recommends the City of Zephyrhills approve the bid from Kenko Sign and Awning LLC for the Zephyr Park signs.

We appreciate your cooperation and look forward to the successful collaboration between our teams.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Pankonin".

James R. Pankonin, PLA
Vice President

#1 Kenco Sign and Awning LLC	#2 Flores Construction Co.
\$495,000.68	\$1,060,983.00

Depot Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8
X	9

Ellis Harrold Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8
X	9

Gunner Paw Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6

X	7
X	8
X	9

Krusen Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8
X	9

North Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8
X	9

Shepard Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4

X	5
X	6
X	7
X	8
X	9

South Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8

Transplant Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4
X	5
X	6
X	7
X	8

Veteran's Memorial Park Monument Sign	
Selected	Line Item
X	1
X	2
X	3
X	4

X	5
X	6
X	7
X	8
X	9

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Contingency

Selected	Line Item
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X	1
---	---

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			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1	LS	\$42,030.00
3" Precast Concrete Cap	2	EA	\$1,300.00
Precast Concrete Sign	1	LS	\$3,120.00
Fog Turquoise Green Tile	34	SF	\$130.00
Country Limestone Veneer	62	SF	\$130.00
Smooth Cut Limestone Veneer	19	SF	\$130.00
White Stucco Finish	37	SF	\$78.00
Pin Mounted Aluminum Lettering	1	LS	\$17,160.00
Solar Lighting	1	LS	\$17,250.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1	LS	\$33,710.00
3" Precast Concrete Cap	2	EA	\$1,300.00
Fog Turquoise Green Tile	9	SF	\$130.00
Country Limestone Veneer	18	SF	\$130.00
Smooth Cut Limestone Veneer	23	SF	\$130.00
White Stucco Finish	19	SF	\$78.00
Pin Mounted Aluminum Lettering	1	LS	\$23,166.00
Solar Lighting	1	LS	\$17,250.00
Thick Aluminum Sheet Metal	40	SF	\$195.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1	LS	\$42,030.00
3" Precast Concrete Cap	2	EA	\$1,300.00
Precast Concrete Sign	1	LS	\$3,120.00
Fog Turquoise Green Tile	34	SF	\$130.00
Country Limestone Veneer	62	SF	\$130.00
Smooth Cut Limestone Veneer	19	SF	\$130.00

White Stucco Finish	37 SF	\$78.00
Pin Mounted Aluminum Lettering	1 LS	\$20,592.00
Solar Lighting	1 LS	\$17,250.00
Total		

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$42,030.00
3" Precast Concrete Cap	2 EA		\$1,300.00
Precast Concrete Sign	1 LS		\$3,120.00
Fog Turquoise Green Tile	34 SF		\$130.00
Country Limestone Veneer	62 SF		\$130.00
Smooth Cut Limestone Veneer	19 SF		\$130.00
White Stucco Finish	37 SF		\$78.00
Pin Mounted Aluminum Lettering	1 LS		\$18,018.00
Solar Lighting	1 LS		\$17,250.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$48,538.00
3" Precast Concrete Cap	2 EA		\$1,300.00
Precast Concrete Sign	1 LS		\$3,120.00
Fog Turquoise Green Tile	48 SF		\$130.00
Country Limestone Veneer	97 SF		\$130.00
Smooth Cut Limestone Veneer	40 SF		\$130.00
White Stucco Finish	77 SF		\$78.00
Pin Mounted Aluminum Lettering	1 LS		\$18,876.00
Solar Lighting	1 LS		\$17,250.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$72,980.00
3" Precast Concrete Cap	4 EA		\$1,300.00
Precast Concrete Sign	2 LS		\$3,120.00
Fog Turquoise Green Tile	62 SF		\$130.00

Country Limestone Veneer	76 SF	\$130.00
Smooth Cut Limestone Veneer	56 SF	\$130.00
White Stucco Finish	85 SF	\$78.00
Pin Mounted Aluminum Lettering	1 LS	\$18,876.00
Solar Lighting	1 LS	\$20,750.00
Total		

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$33,710.00
3" Precast Concrete Cap	2 EA		\$1,300.00
Fog Turquoise Green Tile	12 SF		\$130.00
Country Limestone Veneer	20 SF		\$130.00
Smooth Cut Limestone Veneer	25 SF		\$130.00
White Stucco Finish	19 SF		\$78.00
Pin Mounted Aluminum Lettering	1 LS		\$29,172.00
Solar Liqhting	1 LS		\$17,250.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$38,910.00
3" Precast Concrete Cap	2 EA		\$1,300.00
Fog Turquoise Green Tile	14 SF		\$130.00
Country Limestone Veneer	20 SF		\$130.00
Smooth Cut Limestone Veneer	26 SF		\$130.00
White Stucco Finish	19 SF		\$78.00
Pin Mounted Aluminum Lettering	1 LS		\$21,450.00
Solar Liqhting	1 LS		\$17,250.00
Total			

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Sign Structure	1 LS		\$42,030.00
3" Precast Concrete Cap	2 EA		\$1,300.00
Precast Concrete Sign	1 LS		\$3,120.00
Fog Turquoise Green Tile	34 SF		\$130.00

Country Limestone Veneer	62 SF	\$130.00
Smooth Cut Limestone Veneer	19 SF	\$130.00
White Stucco Finish	37 SF	\$78.00
Pin Mounted Aluminum Lettering	1 LS	\$27,456.00
Solar Lighting	1 LS	\$17,250.00
Total		

			Flores Constr
Description	Quantity	Unit of Measure	Unit Cost
Contingency - 10%	1	EA	\$96,453.00
Total			

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$42,030.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$3,120.00	\$10,000.00	\$10,000.00
\$4,420.00	\$147.05	\$4,999.70
\$8,060.00	\$80.65	\$5,000.30
\$2,470.00	\$263.15	\$4,999.85
\$2,886.00	\$135.15	\$5,000.55
\$17,160.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$99,996.00		\$50,000.40

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$33,710.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$1,170.00	\$555.55	\$4,999.95
\$2,340.00	\$277.77	\$4,999.86
\$2,990.00	\$217.40	\$5,000.20
\$1,482.00	\$263.15	\$4,999.85
\$23,166.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$7,800.00	\$125.00	\$5,000.00
\$92,508.00		\$44,999.86

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$42,030.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$3,120.00	\$10,000.00	\$10,000.00
\$4,420.00	\$147.05	\$4,999.70
\$8,060.00	\$80.65	\$5,000.30
\$2,470.00	\$263.15	\$4,999.85

\$2,886.00	\$135.15	\$5,000.55
\$20,592.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$103,428.00		\$50,000.40

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$42,030.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$3,120.00	\$10,000.00	\$10,000.00
\$4,420.00	\$147.05	\$4,999.70
\$8,060.00	\$80.65	\$5,000.30
\$2,470.00	\$263.15	\$4,999.85
\$2,886.00	\$135.15	\$5,000.55
\$18,018.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$100,854.00		\$50,000.40

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$48,538.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$3,120.00	\$10,000.00	\$10,000.00
\$6,240.00	\$104.17	\$5,000.16
\$12,610.00	\$51.55	\$5,000.35
\$5,200.00	\$125.00	\$5,000.00
\$6,006.00	\$64.93	\$4,999.61
\$18,876.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$120,440.00		\$50,000.12

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$72,980.00	\$10,000.00	\$10,000.00
\$5,200.00	\$2,500.00	\$10,000.00
\$6,240.00	\$10,000.00	\$20,000.00
\$8,060.00	\$80.65	\$5,000.30

\$9,880.00	\$65.79	\$5,000.04
\$7,280.00	\$89.28	\$4,999.68
\$6,630.00	\$58.82	\$4,999.70
\$18,876.00	\$5,000.00	\$5,000.00
\$20,750.00	\$5,000.00	\$5,000.00
\$155,896.00		\$69,999.72

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$33,710.00	\$5,000.00	\$5,000.00
\$2,600.00	\$5,000.00	\$10,000.00
\$1,560.00	\$416.66	\$4,999.92
\$2,600.00	\$250.00	\$5,000.00
\$3,250.00	\$200.00	\$5,000.00
\$1,482.00	\$263.15	\$4,999.85
\$29,172.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$91,624.00		\$44,999.77

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$38,910.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$1,820.00	\$357.14	\$4,999.96
\$2,600.00	\$250.00	\$5,000.00
\$3,380.00	\$192.30	\$4,999.80
\$1,482.00	\$263.15	\$4,999.85
\$21,450.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$89,492.00		\$39,999.61

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$42,030.00	\$5,000.00	\$5,000.00
\$2,600.00	\$2,500.00	\$5,000.00
\$3,120.00	\$10,000.00	\$10,000.00
\$4,420.00	\$147.05	\$4,999.70

\$8,060.00	\$80.65	\$5,000.30
\$2,470.00	\$263.15	\$4,999.85
\$2,886.00	\$135.15	\$5,000.55
\$27,456.00	\$5,000.00	\$5,000.00
\$17,250.00	\$5,000.00	\$5,000.00
\$110,292.00		\$50,000.40

uction Co.	Kenco Sign and Awning LLC	
Total	Unit Cost	Total
\$96,453.00	\$45,000.00	\$45,000.00
\$96,453.00		\$45,000.00

BUSINESS ITEMS 3.2

Purchase of 6109 16th Street - Stormwater Improvements

Issue:

The area of Park Hill Subdivision flooded during Hurricane Milton.

Background:

During Hurricane Milton, portions of roadway in Park Hill Subdivision along with homes were flooded. The existing pond along the west side of 16th Street was not able to handle the amount of rainfall the neighborhood received. Staff is recommending the purchase of 6109 16th Street, which will allow for the expansion of the pond, thus creating additional stormwater capacity.

The agreed purchase price is \$250,000. Attached are two appraisals for \$230,000 and \$252,000.

Per policy, the city must obtain two appraisals for any purchase of property over \$80,000. The policy also allows the purchase price to be 10% above the appraisal if needed. The agreed price meets the criteria for purchase, it is below the highest appraisal and less than 10% above the lowest appraisal.

A location map is also attached for reference.

Attachment(s):

1. As Is Residential Contract for Sale and Purchase - Seller Executed(3(38345428.1)
2. Smith_Jones - SellersDisclosure - Seller SIGNED -6109 16thSt(3833605(38345429.1)
3. Smith_Jones - Flood Disclosure - 6109 16thSt(38336054.1)(38345430.1)
4. 6109 16th ST Aerial
5. 6109 16th Street
6. APPRAISAL REPORT - 6109 16th Street, Zephyrhills

Fiscal Impact:

Funds to purchase the real property located at 6109 16th Street will come from the Local Option Sales Tax Contingency Line (Penny for Pasco). Sale price is \$250,000.

Staff Recommendation:

Staff recommends approval of the purchase of 6109 16th Street, moving \$250,000 out of Penny for Pasco Contingency, 10014100-599100, to Stormwater Land Purchase, 10013800-561000.

AS IS Residential Contract

For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Justin Jones and Kathy Smith ("Seller"),
and City of Zephyrhills ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 6109 16th Street, Zephyrhills, FL 33542
(b) Located in: Pasco County, Florida. Property Tax ID #: 02-26-21-0180-00000-0050
(c) Real Property: The legal description is Lot 5, PARK HILL SUBDIVISION - UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 70, of the Public Records of Pasco County, Florida

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 250,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ _____

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)

SHALL BE DEEMED SELECTED.

Escrow Agent Name: Foundation Title & Trust - Meghan Stephens

Address: 14016 Spector Rd., Lithia, FL 33547

Phone: 813-677-7702

Email: closings@fttflorida.com

Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____

- (d) Other: \$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 250,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before October 8, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials DS
Wp

this Contract, the Closing shall occur on or before 11/07/2025 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials WP

Page 2 of 13

Seller's Initials JS KS

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Buyer's Initials DS
Wp

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

Buyer's Initials DS
WP

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|--|---|
| ☐ A. Condominium Rider | ☐ O. Insulation Disclosure | ☐ AA. Licensee Property Interest |
| ☐ B. Homeowners' Assn. | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ BB. Binding Arbitration |
| ☐ C. Seller Financing | ☐ Q. Housing for Older Persons | ☐ CC. Miami-Dade County
Special Taxing District
Disclosure |
| ☐ D. Mortgage Assumption | ☐ R. Rezoning | ☐ DD. Seasonal/Vacation
Rentals |
| ☐ E. FHA/VA Financing | ☐ S. Lease Purchase/ Lease Option | ☐ EE. PACE Disclosure |
| ☐ F. Appraisal Contingency | ☐ T. Pre-Closing Occupancy | ☐ FF. Credit Related to Buyers
Broker Compensation |
| ☐ G. Short Sale | ☐ U. Post-Closing Occupancy | ☐ GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| ☐ H. Homeowners'/Flood Ins | ☐ V. Sale of Buyer's Property | ☐ Other: _____ |
| ☐ I. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ J. Interest-Bearing Acct. | ☐ X. Kick-out Clause | _____ |
| ☐ K. RESERVED | ☐ Y. Seller's Attorney Approval | |
| ☐ L. RESERVED | ☐ Z. Buyer's Attorney Approval | |
| ☐ M. Defective Drywall | | |
| ☐ N. Coastal Construction
Control Line | | |

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20. ADDITIONAL TERMS: Contract is contingent upon City Council Approval on October 13, 2025. If contract is not approved by City Council on October 13, 2025, contract becomes null and void.

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COUNTER-OFFER

☐ Seller counters Buyer's offer.

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[The remainder of this page is intentionally left blank.
This Contract continues with Line 610 on Page 13 of 13.]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City ofephyrhills
Buyer: William Poe
338418C38451482...
William Poe, City Manager
Date: 10/8/2025

Buyer: _____ Date: _____

Seller: Justin Jones
Justin Jones
Date: 10/6/2025 | 2:16:37 PM

Seller: Kathy Smith
Kathy Smith
Date: 10/6/2025 | 2:17:34 PM

Buyer's address for purposes of notice
Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any
Abby Rothrock
Listing Sales Associate

Cooperating Broker, if any
Eaton Realty
Listing Broker

Seller's Property Disclosure – Residential

Notice to Licensee and seller: Only the **Seller** should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 6109 16TH ST ZEPHYRHILLS, FL 33542
PARK HILL SUB UNIT 1 PB 14 PG 70 LOT 5 (the "Property")

The Property is ☒ owner occupied ☐ tenant occupied ☐ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs: ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☒	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☒	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☒
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☒	☐
(f) If any answer to questions 1(a) - 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☒	☐
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☒	☐	☐
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☒	☐
(b) Have past or present drainage or flooding problems affected the Property?	☐	☒	☐
(c) Is any of the Property located in a special flood hazard area?	☒	☐	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☒	☐
(e) Does your lender require flood insurance?	☒	☐	☐
(f) Do you have an elevation certificate? If yes, please attach a copy.	☒	☐	☐
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (KS) (JD) and **Buyer** (WP) () acknowledge receipt of a copy of this page, which is Page 1 of 4.

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? ☒ public ☐ private ☐ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☒	☐
(c) Do you have a water treatment system? If yes, is it ☐ owned ☐ leased?	☐	☒	☐
(d) Do you have a ☒ sewer or ☐ septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☒	☐
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☐	☒	☐
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☒	☐
(h) Are any polybutylene pipes on the Property?	☐	☒	☐
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☒	☐	☐
(b) The age of the roof is <u>1</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	☐	☒	☐
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>Replacement</u>	☒	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	☐	☒	☐
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☐ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☐ required door locks ☐ none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☐
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the Seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the Seller to disclose to the Buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☒	☐
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☒
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	☐	☒	☐
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	☐	☒	☐
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☐	☒	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☒	☐
(e) Are there boundary line disputes or easements affecting the Property?	☐	☒	☐
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☒	☐
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	☐	☒	☐
If yes, is there a right of entry? ☐ yes ☐ no			
(h) Are access roads ☐ private ☒ public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
9. Environmental			
(a) Was the Property built before 1978?	☐	☒	☐
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☒	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☒	☐
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☒	☐
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☒	☐	☐
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☒	☐
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☒	☐
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☒	☐
(e) Have you ever had any claims filed against your homeowner's Insurance Policy?	☐	☒	☐

Seller (KS) (JJ) and Buyer (WP) () acknowledge receipt of a copy of this page, which is Page 3 of 4.

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	Yes	No	Don't Know
(f) Are there any zoning violations or nonconforming uses?	☐	☒	☐
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	☐	☒	☐
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	☐	☒	☐
(i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?	☐	☒	☐
(j) Are any improvements located below the base flood elevation?	☐	☒	☐
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☒	☐
(l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	☐	☒	☐
(m) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☒	☐
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	☐	☒	☐
(o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____			

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?

☐ ☒ ☐

If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

12. ☐ (If checked) Other Matters; Additional Comments The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Kathy Smith / Kathy Smith
(signature) (print)

Date: 12/12/2024 | 5:44:54 PM EST

Seller: Justin Jones / Justin Jones
(signature) (print)

Date: 12/12/2024 | 2:55:15 PM PST

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: William Poe / William Poe
(signature) (print)

Date: 10/8/2025

Buyer: _____ / _____
(signature) (print)

Date: _____

Seller (KS) (JJ) and Buyer (WP) () acknowledge receipt of a copy of this page, which is Page 4 of 4.

Flood Disclosure

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Kathy Smith Justin Jones, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 6109 16TH ST ZEPHYRHILLS, FL 33542

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Kathy Smith

Date: 12/12/2024 | 5:44:54 PM EST

Seller: Justin Jones

Date: 12/12/2024 | 2:55:15 PM PST

Copy provided to Buyer on 10/7/2025 by ☒ email ☐ facsimile ☐ mail ☐ personal delivery.



Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Lines)



Mike Wells
Property Appraiser
 Proudly Serving Pasco County, Florida

Pasco County Property Appraiser

0 0.0175 0.035 0.07 mi



10/3/2025, 1:18:54 PM

Page 320 of 490

INVOICE

FROM:

AccuQuick Appraisals, Inc
5804 Wynstone Ln
Zephyrhills, FL 33541

Telephone Number: (813) 245-0588

Fax Number:

TO:

City of Zephyrhills
39421 South Avenue
Zephyrhills, FL 33542

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

INVOICE NUMBER

JD091325

DATE

09/10/2025

REFERENCE

Internal Order #:

Lender Case #:

Client File #: 20251430

Main File # on form: JD091325

Other File # on form:

Federal Tax ID: 06-1753771

Employer ID:

DESCRIPTION

Lender: City of Zephyrhills

Client: City of Zephyrhills

Purchaser/Borrower: N/A

Property Address: 6109 16th St

City: Zephyrhills

County: Pasco

State: FL

Zip: 33542

Legal Description: PARK HILL SUB UNIT 1 PB 14 PG 70 LOT 5

FEES

AMOUNT

1004-Full Appraisal

500.00

SUBTOTAL

500.00

PAYMENTS

AMOUNT

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL

TOTAL DUE

\$

500.00

APPRAISAL OF REAL PROPERTY



LOCATED AT

6109 16th St
Zephyrhills, FL 33542
PARK HILL SUB UNIT 1 PB 14 PG 70 LOT 5

FOR

City of Zephyrhills

OPINION OF VALUE

252,000

AS OF

09/10/2025

BY

Jeffrey Lyn Donaldson
AccuQuick Appraisals, Inc

813 245-0588
jeffdonaldson@tampabay.rr.com

RESIDENTIAL APPRAISAL REPORT

File No.: JD090225

SUBJECT

Property Address: 6109 16th StCity: ZephyrhillsState: FLZip Code: 33542

County: PascoLegal Description: PARK HILL SUB UNIT 1 PB 14 PG 70 LOT 5

Assessor's Parcel #: 02-26-21-0180-00000-0050

Tax Year: 2024R.E. Taxes: \$ 5,554Special Assessments: \$ 0Borrower (if applicable): N/A

Current Owner of Record: JONES JUSTIN & SMITH KATHYOccupant: ☐ Owner ☐ Tenant ☒ Vacant ☐ Manufactured Housing

Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)HOA: \$ ☐ per year ☐ per month

Market Area Name: Zephyrhills Area/Park HillMap Reference: 45294Census Tract: 0330.09

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: The intended use is to assist the client by estimating the market value.

Intended User(s) (by name or type): City of Zephyrhills

Client: City of ZephyrhillsAddress: 39421 South Ave Zephyrhills, FL 33542

Appraiser: Jeffrey Lyn DonaldsonAddress: 5804 Wynstone Ln. Zephyrhills, FL 33541

MARKET AREA DESCRIPTION

Location: ☐ Urban ☒ Suburban ☐ Rural	Predominant Occupancy ☒ Owner ☐ Tenant ☒ Vacant (0-5%) ☐ Vacant (>5%)	One-Unit Housing		Present Land Use	Change in Land Use ☒ Not Likely ☐ Likely * ☐ In Process * * To: _____
Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%		PRICE	AGE	One-Unit 85 %	
Growth rate: ☐ Rapid ☒ Stable ☐ Slow		\$(000)	(yrs)	2-4 Unit 2 %	
Property values: ☐ Increasing ☒ Stable ☐ Declining		60	Low 18	Multi-Unit 3 %	
Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply		355	High 95	Comm'l 10 %	
Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.	240	Pred 53	%		

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):
NORTH: Pretty Pond Road. SOUTH: Chancey Road. WEST: Coats Road. EAST: Chancey Road.

SITE DESCRIPTION

Dimensions: 105 X 78.9Site Area: 8,284 sf

Zoning Classification: 00R2Description: Low Density Residential

Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning

Are CC&Rs applicable? ☐ Yes ☒ No ☐ UnknownHave the documents been reviewed? ☐ Yes ☐ NoGround Rent (if applicable) \$ /

Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain) _____

Actual Use as of Effective Date: Single Family HomeUse as appraised in this report: Same

Summary of Highest & Best Use: The subject property consists of a single family home in a residential area. The highest and best use of the property is continued use as a single family home. See addendum.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Basically Level
Electricity	☒	☐	Local	Street	Asphalt	☒	☐	Size	Typical for Area
Gas	☐	☐	None	Curb/Gutter	None	☐	☐	Shape	Irregular/Rectangular
Water	☒	☐	Local	Sidewalk	None	☐	☐	Drainage	Appears Adequate
Sanitary Sewer	☒	☐	Local	Street Lights	Yes	☒	☐	View	Residential/City Street
Storm Sewer	☒	☐	Local	Alley	None	☐	☐		

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ NoFEMA Flood Zone XFEMA Map # 12101C0456FFEMA Map Date 9/26/2014

Site Comments: There are no known adverse easements or encroachments.

DESCRIPTION OF THE IMPROVEMENTS

General Description # of Units 1 ☐ Acc.Unit # of Stories 1 Type ☒ Det. ☐ Att. ☐ Design (Style) Ranch ☒ Existing ☐ Proposed ☐ Und.Cons. Actual Age (Yrs.) 45 Effective Age (Yrs.) 23	Exterior Description Foundation Concrete Exterior Walls Stucco Roof Surface CompoShingle Gutters & Dwnspts. None Window Type SH-Aluminum Storm/Screens Yes	Foundation Slab Concrete Crawl Space None Basement None Sump Pump ☐ Dampness ☐ Settlement None Known Infestation None Known	Basement ☒ None Area Sq. Ft. % Finished Ceiling Walls Floor Outside Entry	Heating Type Central Fuel Electric Cooling Central Yes Other None
Interior Description Floors Crpt/Tile/Lmnt Walls Drywall Trim/Finish Wood Bath Floor Lmnt Bath Wainscot Tile Doors Wood	Appliances Refrigerator ☒ Range/Oven ☒ Disposal ☐ Dishwasher ☒ Fan/Hood ☐ Microwave ☒ Washer/Dryer ☐	Attic ☐ None Stairs ☐ Drop Stair ☒ Scuttle ☐ Doorway ☐ Floor ☐ Heated ☐ Finished ☐	Amenities Fireplace(s) # 0Woodstove(s) # 0 Patio Scr Deck None Porch Cvr Fence Chain Pool None	Car Storage ☐ None Garage # of cars (4 Tot.) Attach. 2 Detach. 0 Blt.-In 0 Carport 0 Driveway 2 Surface Concrete

Finished area above grade contains: 6 Rooms 3 Bedrooms 2 Bath(s) 1,388 Square Feet of Gross Living Area Above Grade

Additional features: The subject has typical items such as central heat and air and single hung windows.

Describe the condition of the property (including physical, functional and external obsolescence): See Addendum.

File No.: JD090225

SALES COMPARISON APPROACH

File No.: JD090225

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Market Conditions Addendum to the Appraisal Report

File No. JD090225

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	6109 16th St	City	Zephyrhills	State	FL	ZIP Code	33542
Borrower	N/A						

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	18	16	12	☒ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)	3.00	5.33	4.00	☒ Increasing	☐ Stable	☐ Declining
Total # of Comparable Active Listings	6	12	14	☐ Declining	☐ Stable	☒ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	2.0	2.3	3.5	☐ Declining	☐ Stable	☒ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Median Comparable Sale Price	\$270,000	\$240,000	\$248,000	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Sales Days on Market	30	23	8	☒ Declining	☐ Stable	☐ Increasing
Median Comparable List Price	\$265,900	\$263,450	\$263,000	☐ Increasing	☒ Stable	☐ Declining
Median Comparable Listings Days on Market	204	121	48	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	97.31%	96.97%	97.27%	☐ Increasing	☒ Stable	☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	☒ Yes ☐ No			☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions has remained fairly stable in the subject' s market. Up to 3 - 6 % sellers concessions have been noticed over the past 12 months.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information. All information above was cited directly from the Stellar MLS

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

As cited above the data reflects that the subject's comparable closed sales have increased over the past 12 months. The median comparable sales price has declined over the past 12 months, however is considered to have been stable over the past 6 months, and the LP/SP ratio has been stable over the past 12 months.

CONDO/CO-OP PROJECTS

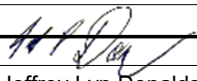
If the subject is a unit in a condominium or cooperative project , complete the following:

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature		Signature	
Appraiser Name	Jeffrey Lyn Donaldson	Supervisory Appraiser Name	
Company Name	AccuQuick Appraisals, Inc	Company Name	
Company Address		Company Address	
State License/Certification #	Cert Res RD7142	State	FL
Email Address	jeffdonaldson@tampabay.rr.com	State License/Certification #	
		Email Address	

Market Overview

Market Overview - 33542 - Zephyrhills, FL

Total Closed Sales (Tax - Monthly Average)
46
5 years June average: 57 sales

Average Sales Price (Tax - Monthly Average)
\$176,849
5 years June average: N/A

Total Active Listings Count (Monthly Average)
84
5 years July average: 62 listings

Days On Market (Monthly Average)
66 Avg
5 years July average: 54 days

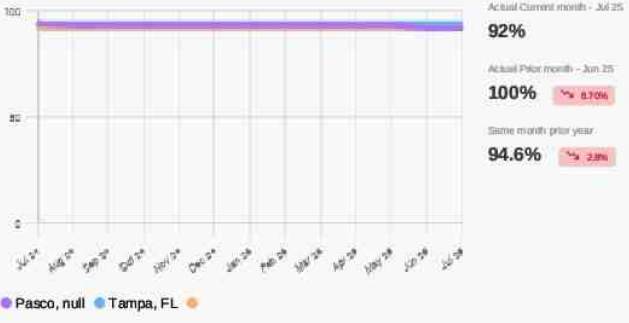
Average sale \$/Sqft (Tax - Monthly Average)
\$108
5 years June average: N/A

Sale Price to List Price (Monthly Average)
92% Ratio
5 years July average: 94.8%

Average Sales Price



Average Sale to Original List Price Ratio



Average Price per Square Foot



Number of sales



Change in Sales Activity



Condition Of Improvement

File No. JD090225

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				

The subject is of average quality construction and is in overall average condition. The improvement was constructed in 1980 and appears to have been well maintained with with newer appliances, HVAC, water heater and windows, and roof replaced in 2022. There were no noted items of differed depreciation or signs of functional or external obsolescence. At time of inspection the utilities were on and appear to be working properly.

Summary Of Sales Comparison Approach

File No. JD090225

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				

Subject is a single family home located in the Zephyrhills Market. My search filters for this appraisal were single family homes, GLA between 1000 - 1700 sq.ft., in the past 6 months, located in the subject's market, similar year built, in similar overall condition, and within one mile. This resulted in the above comparable sales. The above comparable sales are of the most recent comparable sales and good indicators of fair market value. The above comparable sales are chosen as they are believed to be in similar overall condition to the subject based on MLS listing and photos. All sales represent similar buying alternatives to the subject property. They represent the best sales available with respect to age, amenities, and/or location. After slight adjustments for differences via match pair analysis or what would be found to be credible, the indicated range of value narrowed in support of the final estimate of Fair Market Value. All comparable sales are considered in the final estimate of value, however, greatest weight is given to Comps #1 and #2.

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				

“The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal report to estimate market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.”

Market Value: Refers to the most probable price which a Property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the Property sold unaffected by special or creative financing or Sales Concessions granted by anyone associated with the sale.

Highest and Best Use: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, and financially feasible and that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				

• GP Residential : Neighborhood - Market Conditions

In 2008 market demand for homes in the Tampa Bay area decreased, as in most markets throughout the US, causing an over supply of homes on the open market. This in turn increases marketing periods and in some cases leads to price reductions. In the later half of 2012 home sales increased as buyers took advantage of the lower prices. In 2020 the demand for homes intensified greatly due to Covid-19. In the middle of 2022 Interest rates started to increase which led to a more normalized market heading into 2023. Most homes in the area have been purchased using conventional financing with some instances of FHA and VA financing. Potential demand for the subject property is considered average/ typical. Up to 6% seller concessions have been noted. Refer to the Market Conditions Addendum for the subject's specific market.

Statement Relative to the Coronavirus (COVID-19)

COVID-19 has been declared a pandemic by the World Health Organization (WHO) and a national state of emergency in place. Substantial turmoil has occurred in financial markets and due to the developing situation, it is not possible at this time to quantify its long-term or short-term effects on real estate markets or on the subject property. The value opinion contained in this appraisal is based on findings of an analysis of market data available to the appraiser at the time of the assignment. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

Scope of Work: Clarification of Scope of Work, (3) as identified on page 4 of 6 in this report: The appraiser observed the subject's neighborhood, however, photos for comparable sales may have been taken from appraiser's work file or from the local MLS.

Assumptions, Limiting Conditions & Scope of Work

File No.: JD090225

Property Address:	6109 16th St	City:	Zephyrhills	State:	FL	Zip Code:	33542
Client:	City of Zephyrhills		Address:				39421 South Ave Zephyrhills, FL 33542
Appraiser:	Jeffrey Lyn Donaldson		Address:				5804 Wynstone Lane Zephyrhills, FI 33541

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

In preparing this appraisal, I have personally inspected both the interior an exterior of the subject property, and have noted the characteristics of the property that are considered relevant to its valuation. I have researched market data for use in a Sales Comparison Approach. I have done research for comparable sale properties in both public records and in our local MLS system. The properties that were considered similar in their physical characteristics and location may have been viewed from the exterior (street), and those that are most similar are used as comparables in the attached form report. Verification of sales is done with combinations of their tax roll records and MLS, and in some instances, conversations with either the listing or selling Realtors and buyers/sellers. It is noted that some comparable sale photos may have been taken from the local MLS.

Certifications

File No.: JD090225

Property Address:	6109 16th St	City:	Zephyrhills	State:	FL	Zip Code:	33542
Client:	City of Zephyrhills	Address:	39421 South Ave Zephyrhills, FL 33542				
Appraiser:	Jeffrey Lyn Donaldson	Address:	5804 Wynstone Lane Zephyrhills, FL 33541				

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction

in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications: Photos of comparable sales used within this report may have been taken from the local MLS.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and

Client Contact:	Client Name:	City of Zephyrhills
E-Mail:	Address:	39421 South Ave Zephyrhills, FL 33542

APPRAISER

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Appraiser Name: Jeffrey Lyn Donaldson

Company: AccuQuick Appraisals, Inc

Phone: 813 245-0588

E-Mail: jeffdonaldson@tampabay.rr.com

Date Report Signed: 09/14/2025

License or Certification #: Cert Res RD7142

Designation:

Expiration Date of License or Certification: 11/30/2026

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 09/10/2025

Supervisory or

Co-Appraiser Name:

Company:

Phone: _____ Fax: _____

E-Mail:

Date Report Signed: _____

License or C

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

SIGNATURES



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Form GPRES2AD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE 3/2007

Borrower	N/A	File No. JD090225
Property Address	6109 16th St	
City	County Pasco	State FL Zip Code 33542
Lender/Client	City of Zephyrhills	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1 - 190 Days

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

APPRAISER:

Signature: 
 Name: Jeffrey Lyn Donaldson

State Certification #: Cert Res RD7142
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2026
 Date of Signature and Report: 09/14/2025
 Effective Date of Appraisal: 09/10/2025
 Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
 Date of Inspection (if applicable): 09/10/2025

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
 Date of Inspection (if applicable): _____

Subject Photo Page

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				



Subject Front

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Suburban
View	N;Res/City Street
Site	8,284 sf
Quality	Average
Age	45



Subject Rear



Subject Street Right

Subject Photo Page

Borrower	N/A					
Property Address	6109 16th St					
City	Zephyrhills	County	Pasco	State	FL	Zip Code 33542
Lender/Client	City of Zephyrhills					



Subject Street Left

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Suburban
View	N;Res/City Street
Site	8,284 sf
Quality	Average
Age	45



Subject Right Side



Subject Left Side

Subject Interior Photo Page

Borrower	N/A					
Property Address	6109 16th St					
City	Zephyrhills	County	Pasco	State	FL	Zip Code 33542
Lender/Client	City of Zephyrhills					



Subject Kitchen

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Suburban
View	N;Res/City Street
Site	8,284 sf
Quality	Average
Age	45



Subject Living



Subject Dining

Subject Interior Photo Page

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				



Subject Bed

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Suburban
View	N;Res/City Street
Site	8,284 sf
Quality	Average
Age	45



Subject Bath



Subject Bed

Subject Interior Photo Page

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				



Subject Bed

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location Suburban	
View N;Res/City Street	
Site	8,284 sf
Quality	Average
Age	45



Subject Bath



Subject Laundry

Subject Interior Photo Page

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				



Subject 2-Car Garage

6109 16th St	
Sales Price	
Gross Living Area	1,388
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2
Location	Suburban
View	N;Res/City Street
Site	8,284 sf
Quality	Average
Age	45



Subject Utility

Comparable Photo Page

Borrower	N/A					
Property Address	6109 16th St					
City	Zephyrhills	County	Pasco	State	FL	Zip Code 33542
Lender/Client	City of Zephyrhills					



Comparable 1

5806 Beech St	
Prox. to Subject	0.47 miles SE
Sales Price	250,000
Gross Living Area	1,612
Total Rooms	6
Total Bedrooms	2
Total Bathrooms	2
Location	Suburban
View	N;Res;
Site	8400 sf
Quality	Average
Age	53



Comparable 2

39233 9th Ave	
Prox. to Subject	0.63 miles SE
Sales Price	246,000
Gross Living Area	1,272
Total Rooms	6
Total Bedrooms	4
Total Bathrooms	2
Location	Suburban
View	N;Res;
Site	7000 sf
Quality	Average
Age	48



Comparable 3

39243 6th Ave	
Prox. to Subject	0.80 miles SE
Sales Price	280,500
Gross Living Area	1,442
Total Rooms	6
Total Bedrooms	2
Total Bathrooms	2.1
Location	Suburban
View	N;Res;
Site	18000 sf
Quality	Average
Age	44

Comparable Photo Page

Borrower	N/A					
Property Address	6109 16th St					
City	Zephyrhills	County	Pasco	State	FL	Zip Code 33542
Lender/Client	City of Zephyrhills					



Comparable 4

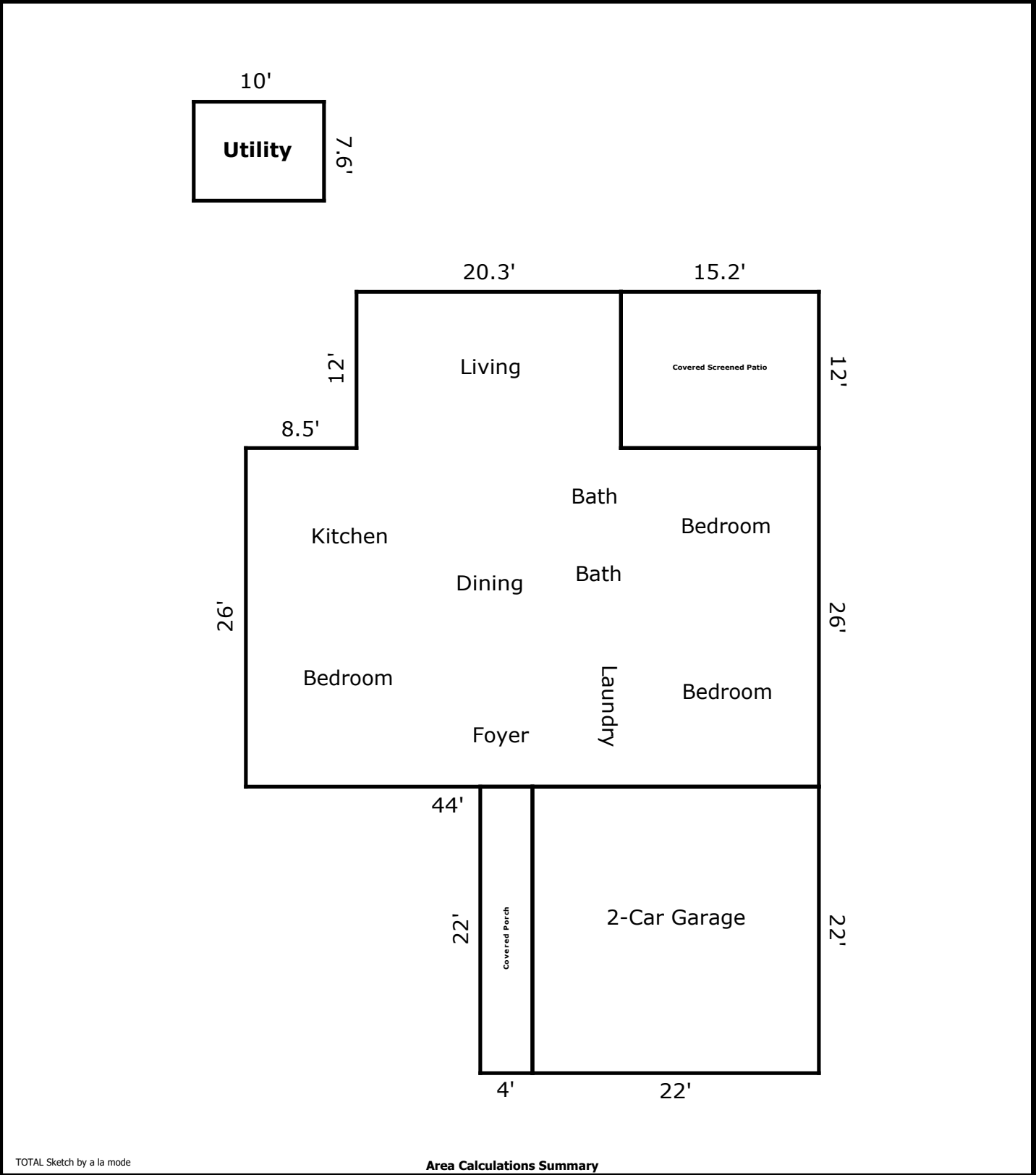
5410 Tangerine Dr	
Prox. to Subject	0.95 miles SE
Sales Price	271,900
Gross Living Area	1,248
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.1
Location	Suburban
View	N;RRTracks
Site	7000 sf
Quality	Average
Age	47

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Building Sketch

Borrower	N/A					
Property Address	6109 16th St					
City	Zephyrhills	County	Pasco	State	FL	Zip Code 33542
Lender/Client	City of Zephyrhills					



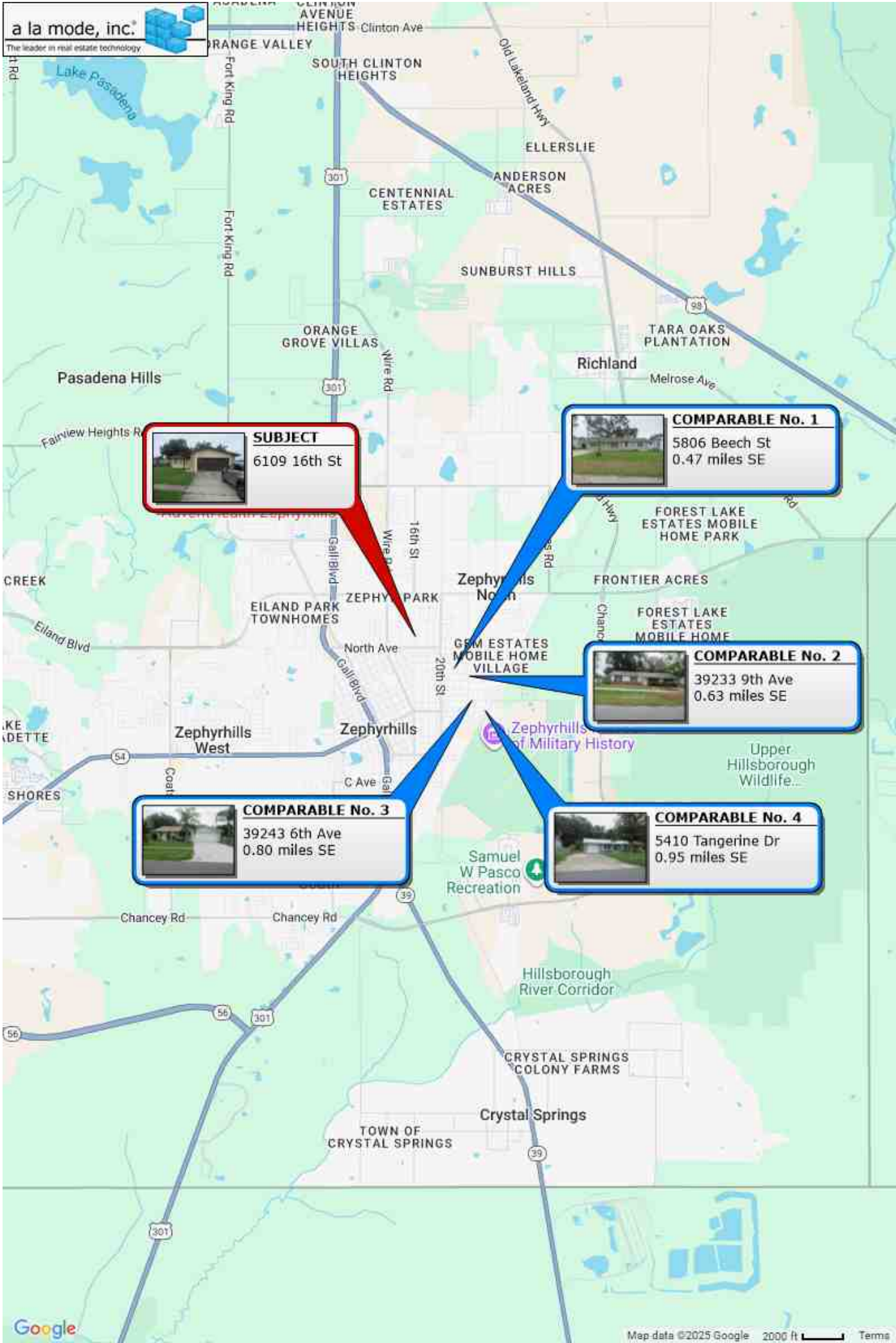
TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details	
First Floor	1387.6 Sq ft	$20.3 \times 12 =$	243.6
		$26 \times 44 =$	1144
Total Living Area (Rounded):		1388 Sq ft	
Non-living Area			
2 Car Attached	484 Sq ft	$22 \times 22 =$	484
Covered Porch	88 Sq ft	$4 \times 22 =$	88
Covered Screened Patio	182.4 Sq ft	$15.2 \times 12 =$	182.4
Utility	76 Sq ft	$10 \times 7.6 =$	76

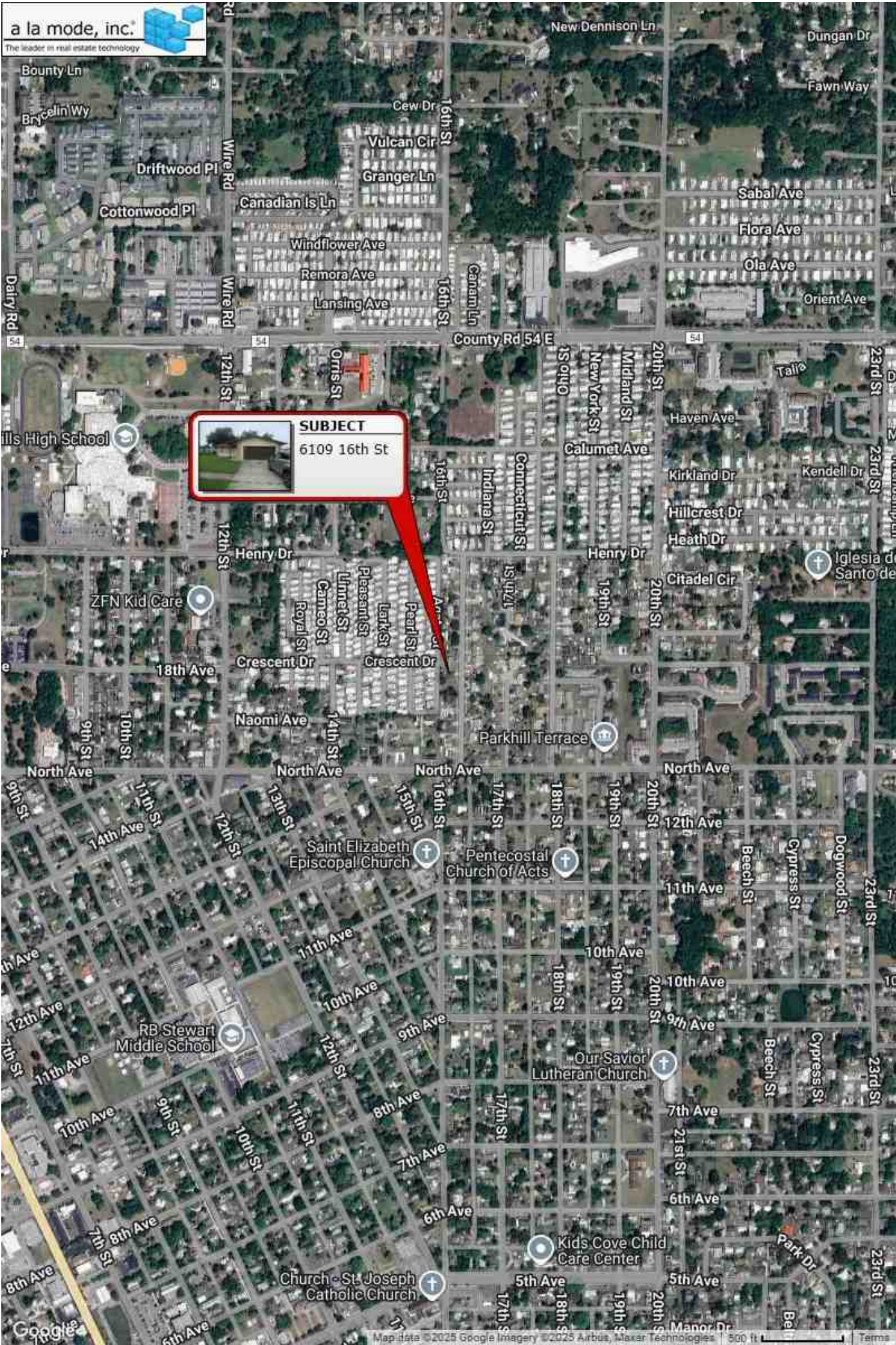
Location Map

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL Zip Code 33542
Lender/Client	City of Zephyrhills				



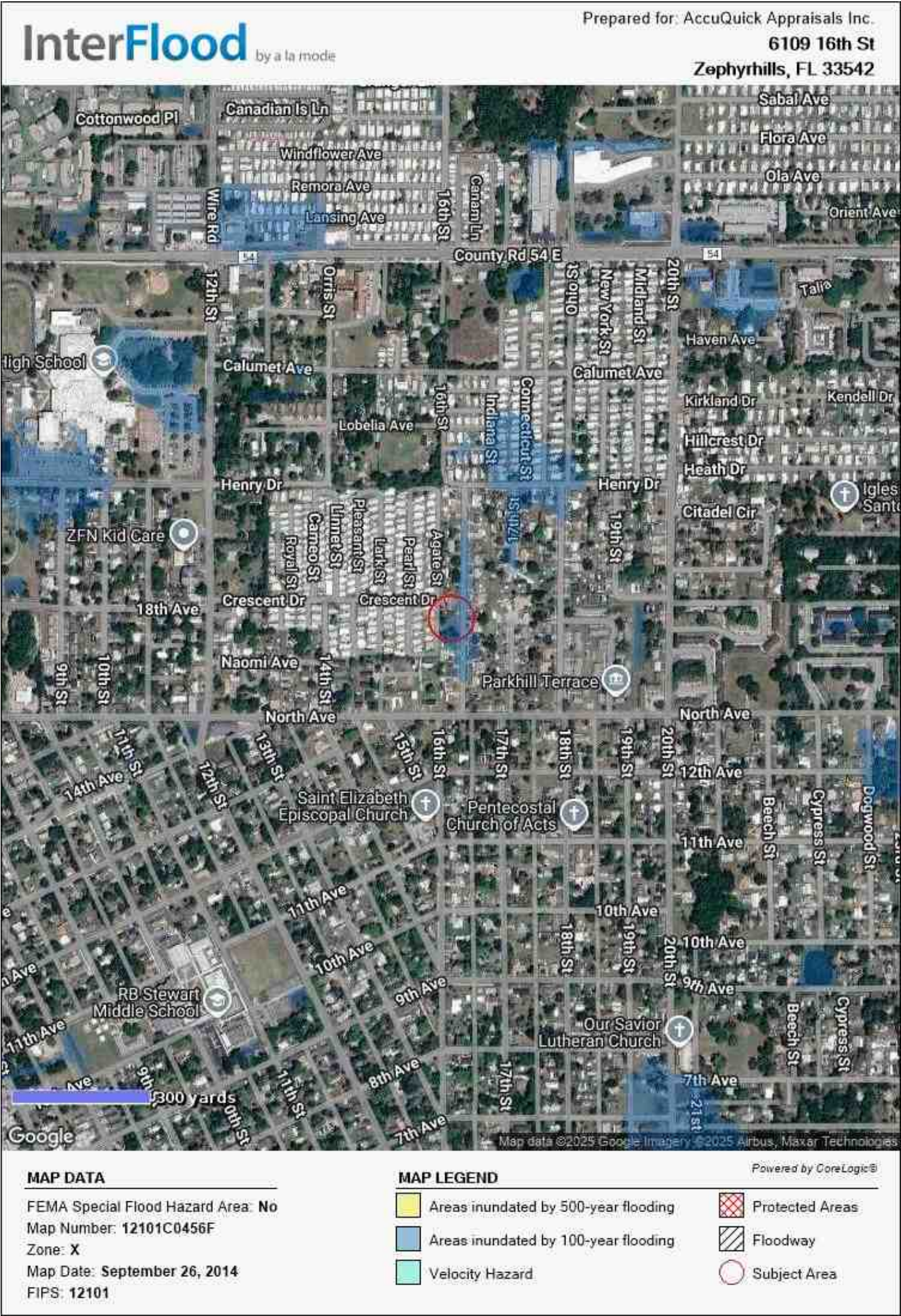
Aerial Map

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL
Lender/Client	City of Zephyrhills				
				Zip Code	33542



Flood Map

Borrower	N/A				
Property Address	6109 16th St				
City	Zephyrhills	County	Pasco	State	FL
Lender/Client	City of Zephyrhills	Zip Code	33542		



License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DONALDSON, JEFFREY LYN

5804 WYNSTONE LANE
ZEPHYRHILLS FL 33541

LICENSE NUMBER: RD7142

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



E&O Coverage



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS for REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

**THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.**

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: **RAP4115083-25**

Renewal of: **RAP4115083-24**

Program Administrator: **Herbert H. Landy Insurance Agency Inc.
100 River Ridge Drive, Suite 301 Norwood, MA 02062**

Item 1. **Named Insured:** **Jeff L. Donaldson**

Item 2. **Address:** **5804 WYNSTONE LANE**

City, State, Zip Code: **Zephyrhills, FL 33541**

Item 3. **Policy Period:** From 01/18/2025 To 01/18/2026
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)

Item 4. **Limits of Liability:**

- A. \$ 1,000,000 **Damages Limit of Liability – Each Claim**
- B. \$ 1,000,000 **Claim Expenses Limit of Liability – Each Claim**
- C. \$ 1,000,000 **Damages Limit of Liability – Policy Aggregate**
- D. \$ 1,000,000 **Claim Expenses Limit of Liability – Policy Aggregate**

Item 5. **Deductible (Inclusive of Claim Expenses):**

- A. \$ 500 **Each Claim**
- B. \$ 1,000 **Aggregate**

Item 6. **Premium:** \$ **1,015.00** **Additional 1.0% FL Guaranty Association Assessment \$10.15**

Item 7. **Retroactive Date (if applicable):** **05/18/2006**

Item 8. **Forms, Notices and Endorsements attached:**

**D42100 (03/15) D42300 FL (05/13) IL7324 (07/21)
D42402 (05/13) D42412 (03/17) D42413 (06/17) D42414 (08/19)**

Authorized Representative

APPRAISAL REPORT

Of

Residential Property

Located at

**6109 16th Street
Zephyrhills, Florida 33542**

Prepared For:
City of Zephyrhills
Karen Miller, Purchasing Agent
5335 8th Street
Zephyrhills, Florida 33542

Prepared By:

LEE PALLARDY, INC.
609 East Jackson Street, Suite 200
Tampa, Florida 33602-4933

LEE PALLARDY, INC.

Real Estate – Appraiser, Broker & Consultant

LEE PALLARDY, MAI (1892-1967)
LEE PALLARDY, JR., MAI (1920-1987)
LEE F. PALLARDY, III, MAI STATE CERT. GEN. REA 0000121
JAMIE M. MYERS, MAI STATE CERT. GEN. REA 0000221
JAMES M. TALLEY, JR., MAI, SRA STATE CERT. GEN. REA 0001649
DAVID M. TAULBEE, MAI STATE CERT. GEN. REA 0001435



609 E. JACKSON STREET, SUITE 200
TAMPA, FLORIDA 33602-4933
TELEPHONE (813) 221-3700
FAX (813) 223-4140

leepallardyinc.com

September 8, 2025

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

RE: Residential Property
Located at 6109 16th Street,
Zephyrhills, Florida 33542
Purchase Order Number: 20251400

Dear Ms. Miller:

In accordance with your request, I have inspected the above-referenced property for the purpose of providing an opinion of the current As-Is Market Value, as of September 3, 2025, which is the date of my on-site property inspection. The intended use of this *Appraisal Report* is to assist you in a possible acquisition of the above-noted subject property. This *Appraisal Report* has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). This report has also been prepared in compliance with the Standards of Professional Practice and Code of Ethics of The Appraisal Institute.

The subject property consists of a single-family residence, located along the west side of 16th Street in the city of Zephyrhills, 500± feet north of North Avenue. I was not provided with an updated survey. The property is part of a platted subdivision and residential community that was developed approximately 48 years ago. Based on our calculations, the underlying site comprises 8,285 square feet (105' x 78.9') of land area, with a rectangular shape, having 78.9 feet of frontage along the west side of 16th Street, and a site depth of 105 feet.

The subject is improved with a one-story, ranch-style house that was built in 1980. I measured the house at the time of my inspection. Based on my calculations, the house comprises 1,388 square feet of living area. It has three bedrooms and two bathrooms, including a frame addition along the west elevation that was built to a similar level of quality as the original part of the home. For one of the bedrooms, there is no direct access to a bathroom without having to walk through a public area, which presents a minor functional obsolescence issue. Extra features include a rear screen porch, an attached two-car garage, and there is chain-link fencing. Overall, the home is in average condition, with only a minor amount of deferred maintenance.

In September and October of 2024, the west/central portion of Florida experienced impacts from two hurricanes, Hurricane Helene and Hurricane Milton. This area was particularly impacted by Hurricane Milton, causing significant flooding to area residences. In response to the flooding issues, the City of Zephyrhills is/has been taking steps to improve drainage capacity. One way to achieve this goal is by increasing the sizes of a number of area retention ponds. The subject property is located adjacent to the north of a retention pond for the subdivision, which is in place to receive stormwater from the south, north, and somewhat from the mobile home park located adjacent to the west. The City of Zephyrhills is interested in purchasing the subject property for the purpose of expanding the adjacent retention pond.

The subject property has been available for sale for a period of about two-and-a-half months, with a current asking price of \$259,000. I had conversations with the listing agent, Ms. Abby Rothrock, with Eaton Realty (813-751-4431), regarding the subject property. Ms. Rothrock indicated that the inside of the subject residence did not flood during Hurricane Milton, but only the southeast corner of the garage had some water during the storm. Ms. Rothrock indicated that part of the yard floods during times of heavy rains, but to her knowledge, the interior of the house has not flooded.

At the time of my inspection, I paid particular attention to drainage/potential flooding issues on the property. While it is probably true that the interior of the home has not experienced any flooding, there are some apparent drainage issues on the property. The subject (and the adjoining retention pond) are located in the low spot of the neighborhood, receiving water from the south and north. After a heavy rain, the far eastern boundary of the property and the adjacent grassed right-of-way for 16th Street likely hold water. There is no curbing along the road or stormwater grates in place to evacuate water to the adjacent retention pond (that I can see), so water stands within the said areas until such time that it percolates into the ground or finds its way to the pond. On the far western part of the property, west of the home, there is also an apparent drainage issue. The elevation of the adjacent mobile home park is about a foot-and-a-half higher than the west perimeter of the subject, and the adjacent road in the mobile home park has no curbing in place. As a result, water has historically drained east from the interior road in the mobile home park onto the subject and into the adjacent retention pond. One of the former owners, or the current owner, has taken steps to mitigate this issue by placing some metal panels along the west side of the west fence, in order to keep water from flowing from the mobile home park onto the subject. Additional steps that have been taken include the installation of some French drains along the western elevation of the home to receive some of the excess stormwater. The area in front of the screen porch door does not have a French drain, so water likely drains into the screen porch during especially hard rains.

In the final analysis, as it relates to any potential flooding or stormwater issues, there are some fairly significant drainage issues in the easterly and westerly portions of the property to consider in the as-is market value opinion. These are not easily correctible and likely not feasible to cure, and will be taken into consideration in the final value conclusion.

The Disclosure Statement in the marketing materials notes there to be an “existing, pending or proposed legal or administrative claim affecting the property.” I asked Ms. Rothrock about this matter and she indicated that it relates to a pending lawsuit by the subject ownership against the former owner and sales agent from their April 2023 purchase, in a matter related to the nondisclosure of a prior fire on the property. The current ownership had to correct some issues, so there are reportedly no current problems related to the prior fire. According to the listing

agent, the issues were corrected last year when the roof was replaced. In short, this pending lawsuit has no effect on my market value opinion of the subject property.

Based on my investigations and analyses, I have concluded to the following As-Is Market Value of the subject property, as of September 3, 2025:

**OPINION OF AS-IS MARKET VALUE OF SUBJECT PROPERTY,
AS OF SEPTEMBER 3, 2025:**

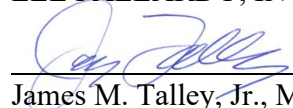
TWO HUNDRED THIRTY THOUSAND DOLLARS

(\$230,000)

The above-noted market value opinion is made based on an exposure time of approximately three to six months. The value opinion is subject to the Certification and the Assumptions and Limiting Conditions that are described in the following section.

Respectfully submitted,

LEE PALLARDY, INC.



James M. Talley, Jr., MAI, SRA

President – Secretary

State-Certified General Real Estate Appraiser RZ1649

JMT: rra

My File #25-09-046

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SCOPE OF WORK

Purpose of Report

The purpose of this appraisal report is to provide an opinion of the current As-Is Market Value of the subject property. The date of value is the same as the date of the on-site inspection, which was September 3, 2025.

Intended Use/User of Report

This appraisal report is to be used by the client for purposes related to a possible acquisition of the subject property. The intended user of the report is the client.

Property Rights Appraised

Fee simple.

Definition of Fee Simple Estate

The most complete form of ownership is the fee simple estate—i.e., the *absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat*.¹

Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.²

¹ *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Page 60.

² *Code of Federal Regulations*, Title 12, Chapter I, Part 34.42[g]; *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Page 49.

SCOPE OF WORK

(Continued)

Definition of Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.³

Based on the comparable sales information contained in this report, information gathered through sales verification, and interviews with knowledgeable market participants, it is my opinion that the exposure time is approximately three to six months.

Appraisal Development and Reporting Process

The extent of the process of collecting, confirming, and reporting data was to the degree necessary for the thorough completion of this assignment. The only pertinent valuation technique to utilize in this instance is the Sales Comparison Approach. The Cost Approach would not provide a reliable indication of value due to the subjective nature in estimating all forms of depreciation. The Income Capitalization Approach was also considered, but is not applicable, since the subject is not an income property. The apparent site drainage issues on the property, discussed in the *Letter of Transmittal*, will be taken into consideration in the final value conclusion.

I researched the subject market area for the best available comparables for overall similar improved properties. The subject property is currently listed for sale, and I had conversations with the listing agent. I also had conversations with agents for the comparables. All factors related to value impacts are factored into the final value conclusion.

³ *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2024, Page 4.

NEIGHBORHOOD DATA

Briefly, the subject property is located in the city of Zephyrhills, in a mature area that is approximately 95% built up with a mix of single-family detached homes and mobile homes. The subject is located within the Park Hill subdivision, which was developed about 48 years ago with relatively small homes on 0.2±-acre lots. This residential community is located adjacent to the east and south of mobile home parks. Specific to the subject, the property backs up to a mobile home park, known as Zach's Mobile Park. This mobile home park appears to be well maintained, including the three or four mobile homes located immediately west of the subject.

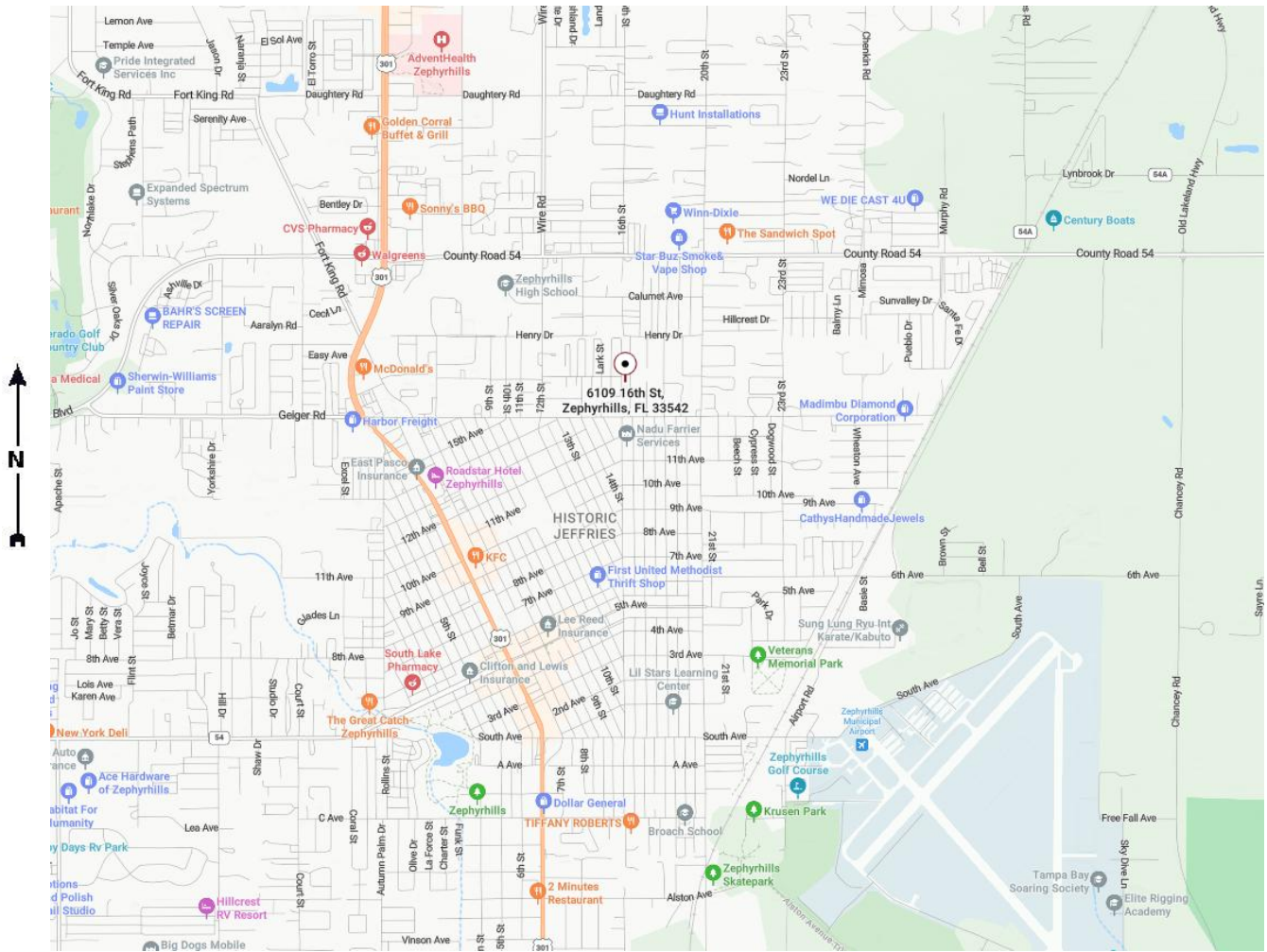
As discussed in the *Letter of Transmittal*, the Zephyrhills community experienced significant flooding impacts from Hurricane Milton in late October 2024. Most of the flooding issues occurred in the older residential communities, many of which have retention ponds that are not of the size needed to accommodate significant amounts of rainfall within a short period of time. The subject is located adjacent to the north of a retention pond that likely overflowed during the hurricane, but the subject home reportedly did not experience flooding within the living area of the home; there was reportedly some water accumulation in the garage.

The City of Zephyrhills is currently going through the process of expanding stormwater drainage capacity in strategic areas throughout the City.

The subject is located about 0.7± mile northeast of downtown Zephyrhills. Shopping and all other support facilities are located within a two-mile radius. All usual public utilities and municipal services are available to the property.

The real estate market in West Central Florida, including the subject market, experienced dramatic value increases from early 2002 through mid-2006. From mid-2006 to late 2011, residential property values steadily declined. In early 2012, the residential market throughout West Central Florida began to strengthen, and property values generally increased from that time through mid-2022. Based on statistical data for the subject zip code, as reported by the Multiple Listing Service, property values have trended downward somewhat since mid-2022. This is generally attributed to an increase in the area inventory for homes and higher interest rates. Following last year's hurricanes, there was an adjustment period, but area inventory levels and demand for homes has remained generally stable over the last six± months.

NEIGHBORHOOD MAP



PROPERTY DATA

Date of Inspection/Value

September 3, 2025

Owner of Record

Justin Jones and Kathy Smith, with the following mailing address:

6109 16th Street
Zephyrhills, Florida 33542

Property Location

The subject property is located at 6109 16th Street, which is on the west side of 16th Street, 500± feet north of North Avenue and three-quarter± mile northeast of downtown Zephyrhills, in southeast Pasco County, Florida.

Legal Description

Lot 5, PARK HILL SUBDIVISION - UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 70, of the Public Records of Pasco County, Florida.

A copy of the last deed of transfer, from April 2023, is included in the Addenda of this report.

Real Estate Taxes and Assessments

The subject property is assessed by the Pasco County Property Appraiser's Office under Parcel ID Number 02-26-21-0180-00000-0050. The 2024 Just Value was \$239,024. The 2024 Assessed Value and Taxable Value were both \$ 239,024. The 2024 real estate taxes were \$5,553.86, paid on November 26, 2024 in the amount of \$5,331.71, indicating a discount for early payment. The proposed 2025 Assessed Value is \$231,697.

History of Subject Property

The subject was purchased by the current ownership in April 2023 for \$217,000, as recorded in O.R. Book 10803, Page 2775, Public Records of Pasco County, Florida. The subject owners made various improvements to the home after their purchase. The property is currently available for sale for \$259,000. The property was originally listed about two-and-a-half months ago with an asking price of \$275,000, with the list price gradually being lowered over time

SITE DATA

Based on the site dimensions shown on the recorded Plat, the site comprises 8,285 square feet of land area, or 0.19 acre. Based on the recorded Plat, the site has 78.9 feet of frontage along the west side of 16th Street, and a site depth of 105 feet. Running west from 16th Street, the site elevation initially slopes downward within the right-of-way, then increases heading west to the location of the home, with the elevation continuing to increase to the western boundary. The west perimeter of the property is about one+ foot below the elevation of the adjacent mobile home park. There are several mature and smaller oaks located along the near western boundary of the subject, which serves somewhat as a buffer from the adjacent mobile home park. The yard has Bahia grasses, and there is minimal planted landscaping around the home.

As discussed, the subject property (along with the adjacent retention pond) is at or near the lowest elevation in the immediate vicinity, with lands decreasing in elevation running north to the subject, decreasing in elevation running south to the subject, and with the property elevation being below the elevation of the adjacent mobile home park. As discussed, stormwater likely accumulates during heavy rains in the far easterly portion of the property and westerly portion of the right-of-way. It is also apparent that stormwater in the past has drained east onto the property from the adjacent mobile home park, though the ownership has taken steps to help control water flowing onto the site with some metal panels along the western boundary. Additionally, some French drains have been installed along the west elevation of the home to evacuate excess stormwater running toward the house from the west end of the site. While it is probably true that the adjacent retention pond overflowed last year during Hurricane Milton (the stormwater reportedly did not get into the home, but into part of the garage), I am of the opinion that the greater threat related to water issues has to do with the apparent ongoing stormwater drainage issues on the eastern boundary and far westerly portion, as discussed.

As for additional site improvements, the property has variably four-foot and five-foot high chain-link fencing running along the south, west, and eastern boundaries, with some interior four-foot fencing. An old 8' x 10' metal storage shed is located in the backyard, in the far northwesterly portion, which has a wood foundation.

At this location, 16th Street is a two-lane, asphalt-paved roadway, with four-foot-wide concrete sidewalks running on both sides of the right-of-way. An 18-foot-wide concrete driveway runs west onto the site from 16th Street to the location of the two-car garage. The concrete driveway appears to be the original driveway, in fair condition, adequately serving the purpose.

SITE DATA

(Continued)



Zoning/Land Use Plan

The property is zoned R-2 (Single-Family Residential District), by the City of Zephyrhills, and located within the Residential Suburban Land Use Plan Category, which is generally consistent with the zoning district. The lot size requirement for the zoning district is 8,000 square feet, with a minimum lot width requirement of 75 feet. This zoning district has a minimum front yard requirement of 20 feet; a minimum rear yard requirement of 10 feet; and a minimum side yard requirement of 10 feet. Permitted uses for the zoning district include single-family homes. The property meets the minimum site size and site width requirements of the zoning district, and it apparently meets the minimum side yard, front and rear yard requirements. A copy of the specifications for the zoning district is contained in the Addenda of this report.

Floodplain Data

According to the Federal Emergency Management Agency's Flood Insurance Rate Map, Panel No. 12101C0456F, last revised on September 26, 2014, the subject property is partly located in Zone X (not a flood zone) and Zone AE, which is a flood prone hazard. As discussed, Hurricane Milton last year brought flooding to the area in varying degrees; the adjacent retention pond

SITE DATA

(Continued)

likely overflowed at that time. Stormwater reportedly did not enter into the living area of the home, but part of the garage reportedly did flood; there was likely a significant of standing water in the eastern portion of the site and the adjacent right-of-way.

Utilities

The property has the availability of all usual public utilities and municipal services, including central water, sewer, electricity, telephone, police/fire protection, and garbage collection.

Environmental Hazards

I am not qualified to detect hazardous building materials and/or contamination. I have no reason to believe that the property has any soil and/or groundwater contamination. This appraisal is specifically contingent upon it having no soil and/or groundwater contamination, building materials, nor any buried debris. Should it be found at a later date that the property has either, I would reserve the right to amend my value conclusion accordingly.

Easements/Encroachments

I am not aware of any material encroachments on the property, nor any easements that would materially impact the market value, and assume there to be none.

FLOODPLAIN MAP



Zone X and AE – Panel No. 12101C0456F, effective September 26, 2014

SKETCH/AREA TABLE ADDENDUM

© ILOOKABOUT (US) Inc. dba Apex Software

IMPROVEMENTS DATA

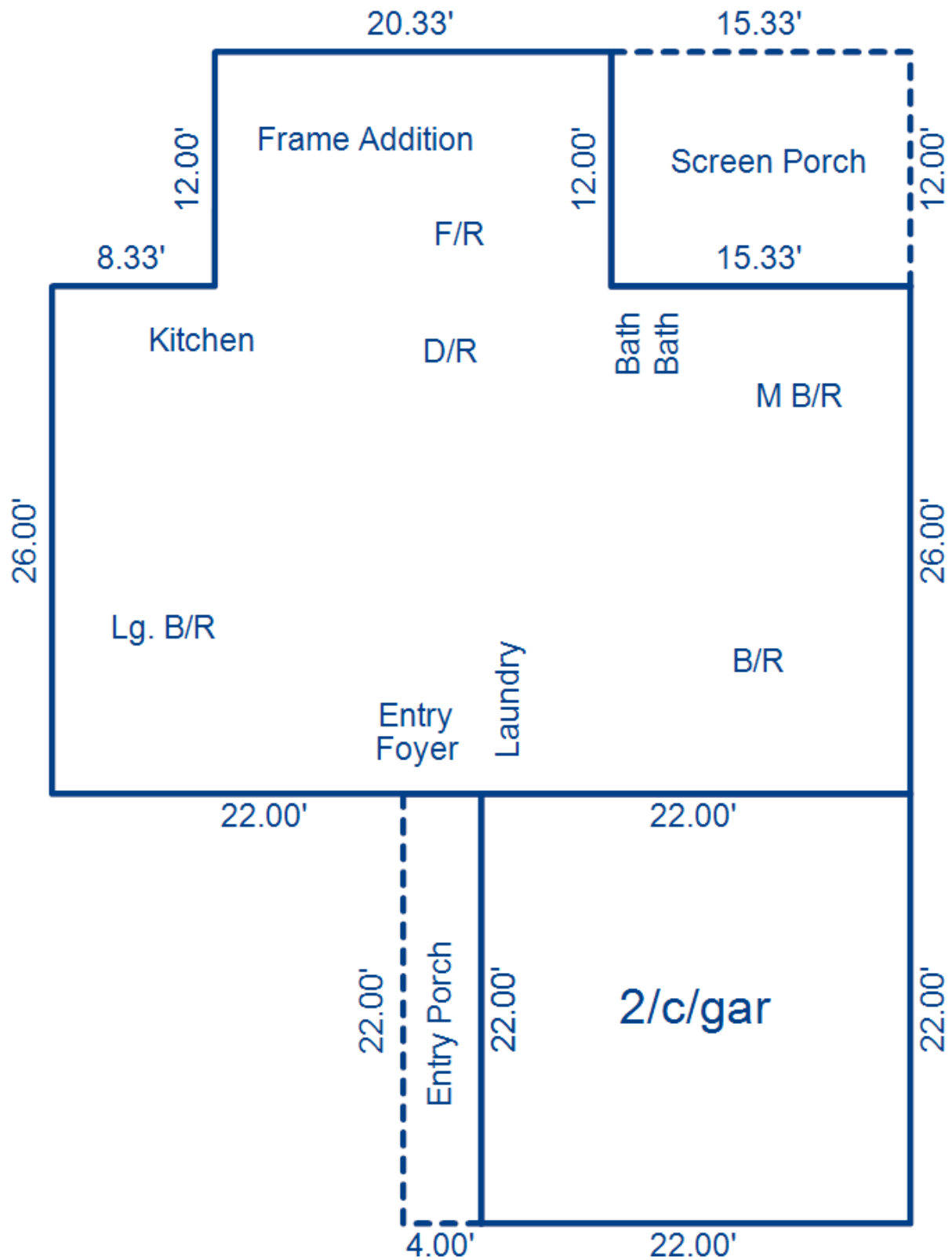
The subject is improved with one-story, ranch-style house that was built in 1980. The original portion of the home is of masonry construction with painted stucco siding, with some stone trim on the front/east elevation, and there is a rear addition to the west elevation that is of frame construction; the frame addition is of the same general quality as the rest of the home and included as part of the gross living area. I measured the home at the time of the inspection, and based on my calculations, the home has 1,388 square feet of living area. There is an attached two-car garage along the east/front elevation, comprising 484 square feet. A rear-screened porch is along the northwest elevation, comprising 184 square feet. The home has three bedrooms and two bathrooms, though it should be noted that the large bedroom in the southeasterly portion of the home does not have direct access to a bathroom without having to walk through a public area; this is somewhat of a functional issue. The home also has an entry foyer, a dining room, kitchen, and the family room addition. Overall, the home is considered to be in above-average condition, with the following recent upgrades: All new stainless steel kitchen appliances, except for the dishwasher; the composition shingle roof was replaced two years ago in July 2023; and the water heater and HVAC system were replaced in 2022. The interior of the home was reportedly repainted earlier this year, but there are some areas where the paint is blotchy, and the closet doors in all three bedrooms are missing. The exterior paint is in average to fair condition. The garage door is original and in below-average condition. The home has aluminum soffits; there are no gutters and downspouts.

Floor coverings throughout the home are mostly laminate in good shape, some vinyl squares, and some carpet, all in good shape. There are 8.5-foot ceilings throughout most of the interior, with painted sheetrock walls and ceilings, and some wood trim in the foyer area. The kitchen has the original Formica cabinetry in fair condition. Each bathroom has experienced some updating, with a new sink vanity and fixture. Each bathroom also has a tub/shower with ceramic tile wainscoting, along with a toilet. There is an electric fireplace, a generator hookup, and a solar exhaust fan on the roof.

Additional site improvements include the old 8' x 10' metal shed in fair condition; variably 4-foot and 5-foot chain link fencing and some interior fencing; Bahia grasses; and a concrete driveway. Earlier, discussions were made of the drainage measures that had been taken on the westerly portion of the property, west of the house, to alleviate drainage coming on-site from the adjacent mobile home park. Measures that have been taken include metal paneling installed along the western boundary and west edge of the fence to help keep water off-site, and some French drains have been installed along part of the west elevation of the house, routing water away from the structure. I am of the opinion that adequate measures have been taken to help alleviate most of the drainage issues, but the property likely continues to have some drainage problems in the westerly portion and on the easterly portion along the western part of the right-of-way.

In the final analysis, it is my opinion that the subject house is in overall above-average condition, considering the age. In my opinion, though not discussed in the marketing materials in the current listing, this property has at least some drainage issues that manifest especially during times of extended heavy rains. All factors regarding the subject and property drainage will be taken into consideration in the final value conclusion.

SUBJECT FLOORPLAN



SUBJECT PHOTOGRAPHS

The following photographs were taken at the time of the property inspection, on September 3, 2025.



Northerly view of 16th Street, taken from subject property



Westerly view of front/east elevation of subject house, taken from 16th Street



View of rear/southwest elevation of subject home



Rear/northwest elevation of subject home



View of old metal shed in the backyard



View of kitchen

SUBJECT PHOTOGRAPHS

(Continued)



View of hall bathroom



View of master bathroom



View of adjacent mobile home park, taken from westerly portion of subject property



View of French drains installed along part of west elevation of the home

HIGHEST AND BEST USE

According to *The Appraisal of Real Estate*, 15th Edition, 2020, the essential components of the analysis of highest and best are contained in the following definition of the term:

*“The reasonably probable use of property that results in the highest value.”*⁴

To be *reasonably probable*, the use must meet certain conditions:

- The use must be *physically possible* (or it is reasonably probable to render it so).
- The use must be *legally permissible* (or it is reasonably probable to render it so).
- The use must be *financially feasible*.

“Uses that meet the three criteria of reasonably probable uses are tested for economic *productivity*, and the reasonably probable use with the highest value is the highest and best use.”

The determination of the highest and best use results from the appraiser’s judgment and analytical skills, i.e.; the determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based.

To determine the highest and best use of a particular property, attention must be given to physical and legal characteristics, as well as economic feasibility. The appraiser must consider the underlying land as if vacant and available for development, as well as the property as currently improved or proposed for development.

The highest and best use must be legally permissible, physically possible, financially feasible, and maximally productive.

As If Vacant

The subject site comprises 8,285 square feet, or 0.19 acre, with 78.9 feet of frontage along the west side of 16th Street, and a site depth of 105 feet. The property is zoned R-2 (Single Family Residential District) and within the Residential Suburban Land Use Plan Category, by the City of Zephyrhills. The R-2 Zoning District has a minimum site size requirement of 8,000 square feet, and a minimum site width requirement of 75 feet. The property meets the minimum site size and site width requirements for the zoning district. Running west from the road, the site elevation initially dips down from the road somewhat, then increases continuing west, ending up with the western boundary being approximately three to four feet above the elevation of the eastern boundary. There are some drainage issues on the property and immediate vicinity. The subject is located in a mature residential area, with the immediate subdivision consisting of relatively small ranch-style houses that are 45± years old. It is my opinion that the highest and best use of the property, as if vacant, is for the development of a single-family residence.

⁴

The Appraisal of Real Estate, 15th Edition, Appraisal Institute, 2020, Pages 304-305.

HIGHEST AND BEST USE

(Continued)

As Improved

The property is improved with a one-story, ranch-style house that was built in 1980. The original portion of the home is of masonry construction with painted stucco siding (and some stone trim on the east elevation), while the addition on the west elevation is of frame construction. The frame addition is of similar quality as the rest of the home. The home has 1,388 square feet of living area, with three bedrooms and two bathrooms. There is somewhat of a functional issue considering that the largest bedroom has no direct access to a bathroom without having to walk through a public area. The home is considered to be in above-average condition, considering the age, with a new roof and some other replacements over the last two years; this general opinion of the condition takes into consideration that the exterior could use a new coat of paint; the home has no gutters and downspouts; the kitchen has the original Formica cabinetry; and the closet doors in all three bedrooms are missing.

Extra features of the home include an attached two-car garage, a rear screened porch, a solar exhaust fan on the roof, an electric panel for a generator, and an electric fireplace.

In earlier sections, discussions were made about the apparent ongoing drainage issues on the east and westerly portions of the property. Since the subject is located at a low spot in the neighborhood, stormwater likely pools up on the far east end of the site/west end of the right-of-way, and even with the drainage measures taken in the westerly portion, stormwater likely finds its way onto the west portion of the property from the adjacent mobile home park. I am unable to know with certainty if the drainage measures taken in the westerly portion (metal paneling on the west end and French drains along the west elevation of the home) are effectively keeping water away from the subject building. That said, there are no French drains in front of the screen porch door, so water likely finds its way into the screen porch during times of heavy rains. Matters related to the property drainage challenges will be taken into consideration in the final value conclusion.

METHOD OF VALUATION

In this instance, the only pertinent valuation technique to utilize in the appraisal of the subject property is the Sales Comparison Approach. The Sales Comparison Approach is presented below.

SALES COMPARISON APPROACH

The Sales Comparison Approach involves a detailed comparison of the underlying land of the subject with similar properties that have sold in the subject market. This approach is based primarily on the “Principle of Substitution” which states:

“When several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution. This principle assumes rational, prudent market behavior with no undue cost due to delay. According to the principle of substitution, a buyer will not pay more for one property than for another that is equally desirable. Property values tend to be set by the price of acquiring an equally desirable substitute property. The principle of substitution recognizes that buyers and sellers of real property have options; i.e., other properties are available for similar uses.”

In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market, considering that an alternative property may be purchased for less.

The five basic steps in this analysis are listed below.

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect “arm’s length” market considerations. Verifications should also elicit additional information about the property and market to ensure that comparisons are credible.
3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using all appropriate elements of comparison and adjust the sale price of each comparable appropriately, *or* eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values. In an imprecise

SALES COMPARISON APPROACH

(Continued)

market subject to varying occupancies and economies, a range of values may be a better conclusion than a single value estimate.⁵

The Sales Comparison Approach involves a detailed comparison of the subject lots with similar properties, which have recently sold in the same or competitive markets. This approach is based primarily on the “Principle of Substitution” which states:

“When several commodities or services with substantially the same utility are available, the lower price attracts the greatest demand and widest distribution.”

In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market, considering that an alternative property may be purchased for less. The Sales Comparison Approach will be used to estimate the fair market value of the property in the as-is condition, as of the date of value.

The best available comparable improved sales are included on the following page.

⁵

The Appraisal of Real Estate, Appraisal Institute, 15th Edition, 2020, Pages 355

The best available comparables are summarized in the chart below.

SALES COMPARISON APPROACH							
ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	6109 16th St.	6110 16th St.		6131 17th St.		38832 Henry Dr.	
Proximity to Subject		Across Street		1 Block		1 Block	
Data Source/ Verification		MLS; Realtor; Public Records		MLS; Public Records		MLS; Public Records	
Original List Price	\$ N/A		\$ 310,000		\$ 240,000		\$
Final List Price	\$ N/A		\$ 299,000		\$		\$
Sale Price	\$ N/A		\$ 299,000		\$ 207,500		\$ 228,700
Sale Price % of Original List	N/A %		96.00 %		86.00 %		%
Sale Price % of Final List	N/A %		100.00 %		%		%
Closing Date	N/A	Proposed 9/12/25		7/28/2025		8/13/2024	
Days On Market	75	77		9			
Price/Gross Living Area	N/A	\$ 215		\$ 164		\$ 259	
	DESCRIPTION	DESCRIPTION	+ (-) Adjustment	DESCRIPTION	+ (-) Adjustment	DESCRIPTION	+ (-) Adjustment
Financing	Market	Conv. Mtg.		Cash		Market	-0-
Concessions	N/A	Seller paid	-10,000	Typ.	-0-	Typ.	-0-
Contract Date	N/A	7/29/2025		7/17/2025		-	
Location	Avg.	Avg.		Avg.		Avg.	
Site Size	8,285 sf	7,700 sf]		8,736 sf]		8,040 sf]	
Site Views/Appeal	Avg. / MHP	Avg. / Avg.]	-3,000	Avg. / SUP]	-5,000	Pond / INF]	+3,000
Design and Appeal	Ranch	Ranch]		Ranch]		Ranch	
Quality of Construction	Avg.	SUP]		Avg.]		Similar	
Age	45 Yrs.	47 Yrs.]		45 Yrs.]		44 Yrs.]	
Condition	Abv. Avg.	Remodeled]	-50,000	INF	+25,000	SUP]	-10,000
Above Grade Bedrooms	Bedrooms 3	Bedrooms 3		Bedrooms 2	+5,000	Bedrooms 2	+5,000
Above Grade Baths	Baths 2	Baths 2		Baths 1.5	+3,000	Baths 1.5	+3,000
Gross Living Area	1,388 Sq.Ft.	1,392 Sq.Ft.		1,264 Sq.Ft.	+5,000	884 Sq.Ft.	+15,000
Below Grade Area	N/A	N/A		N/A		N/A	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area							
Porches	Scr. Porch	Scr. Porch	-0-	Scr. Porch	-0-	Lg. Scr. Porch	-3,000
Functional Utility	Sl. Below Avg.	SUP	-2,500	SUP	-2,500	SUP	-2,500
Heating/Cooling	CHA	CHA		CHA		CHA	
Car Storage	2/c/gar	Open Pkg.	+10,000	1/c/cp	+7,000	1/c/gar & cp	+2,500
Fence	CL Fence	6' PVC	-4,000	Similar	-0-	Similar	-0-
		Wide DW	-1,500	Solar WH	-5,000		
Drainage Issues	Yes	SUP	-10,000	SUP	-10,000	SUP	-10,000
Net Adjustment (total)		☐ + ☒ - \$	-71,000	☒ + ☐ - \$	22,500	☒ + ☐ - \$	3,000
Adjusted Sale Price		Net Adj. 23.75 % Gross Adj. 30.42 %	\$ 228,000	Net Adj. 10.84 % Gross Adj. 32.53 %	\$ 230,000	Net Adj. 1.31 % Gross Adj. 23.61 %	\$ 231,700

All four sales were purchased with market financing and had normal sale conditions, requiring no adjustments for these factors. All the sales took place within the last 13 months, requiring no time adjustments. The hurricanes which impacted the area last year took place prior to Comparable Sales 1 and 2, and after Comparable Sale 3. After the sale, Comparable Sale 3 was impacted by hurricane flooding, but this was an unknown factor prior to the sale. Comparable Sales 1 and 2 were not impacted by hurricane flooding. The subject property did have some flooding on the east part of the site and westerly portions during Hurricane Milton, but the main drainage issues on the subject are an ongoing issue that has apparently been a problem for quite some time, as discussed in prior sections. None of the comparables were known to have drainage issues at the time of purchase. Therefore, downward across the board \$10,000 adjustments were made to all three sales for the ongoing drainage issues of the subject.

SALES COMPARISON APPROACH

(Continued)

Comparable Sale 1, located at 6110 16th Street, which is across the street to the east, is currently under contract for \$299,000, set to close in 10 days. The seller is paying \$10,000 toward the buyer's closing costs in the deal. This property has a 7,700± square foot lot, with an average view. Comparing the somewhat larger lot size of the subject and its rear view of a mobile home park, a net downward \$3,000 site size/site view adjustment was appropriate. This sale is improved with a house that was 47 years old at the time of sale, and has been completely remodeled, requiring a net downward \$50,000 adjustment. (Prior to the sale, the current owner bought the property in a probate sale for \$180,000.) Though located across the street from the subject, this sale had no flooding issues related to the hurricane, nor is there any ongoing flooding issue. This property is improved with a three bedroom / two bath house with 1,392 square feet of living area. The floorplan has no atypical functional issues, so a downward \$2,500 functional utility adjustment was appropriate. The rear screen porch of this sale is similar. This property has open parking, requiring a net upward \$10,000 adjustment to account for the two-car garage of the subject. There is a 6-foot-high PVC fence in the backyard, which is superior to the chain link fencing of the subject, requiring a net downward \$4,000 adjustment. This sale has a wide concrete driveway, for which I made a downward \$1,500 adjustment. As discussed, to account for the ongoing drainage issues of the subject, a downward \$10,000 adjustment was appropriate. After making the appropriate adjustments to this sale, Comparable Sale 1 has an indication of value for the subject of \$228,000.

Comparable Sale 2, located at 6131 17th Street, one block to the east, was purchased in July of 2025 for \$207,500 in a cash deal, with the buyers and sellers paying their typical closing costs. This property has a slightly larger lot, located on a cul-de-sac, with superior landscaping, requiring a net downward \$5,000 site/view adjustment. This sale is improved with a 45-year-old house, that was in need of a new roof at the time of sale. Furthermore, the solar panels for the water heater will need to be removed then replaced as part of the roof replacement cost. Considering the condition of the rest of the home, I concluded a net upward \$25,000 condition adjustment to be appropriate for this sale. The house for this sale has two bedrooms and one-and-a-half bathrooms, with 1,264 square feet of living area. Upward bedroom, bathroom, and square footage adjustments were appropriate. The rear screen porch of this sale is similar, and a downward functional utility adjustment was appropriate. The sale has an attached aluminum one-car carport, requiring a net upward \$7,000 adjustment when compared to the attached two-car garage of the subject. This sale has rear fencing, and there is a solar water heater, for which I made a downward \$5,000 adjustment. To account for the ongoing drainage issues of the subject, a downward \$10,000 adjustment was appropriate. After making the appropriate adjustments, Comparable Sale 2 has an indication of value for the subject of \$230,000.

Comparable Sale 3, located at 38832 Henry Drive, about one-and-a-half blocks northeast, was purchased in August 2024 for \$228,700. Hurricane Milton happened about three months after this sale, during which time this home suffered some flooding issues. Like the subject, this sale is located adjacent to a retention pond, but there were no apparent ongoing drainage issues. Prior to sale, there were no apparent drainage problems or perception that the home could be flooded. Therefore, a downward \$10,000 adjustment was made to this sale to account for the ongoing drainage issues of the subject. As of late, this property has been put back on the market and the current asking price is \$230,000, following the necessary repairs. It is clear that the past

SALES COMPARISON APPROACH

(Continued)

flooding issues of this property and home are having an effect on the marketability. The disclosure statement for the current listing discloses that the property did flood during last years hurricane. It is also located across the street from some old mobile homes, for which I applied a net upward \$3,000 site size/site view adjustment. The home has two bedrooms and one-and-a-half bathrooms, with 884 square feet of living area, requiring upward bedroom, bathroom, and square footage adjustments. This screen porch is larger than the subject's, and a downward adjustment was made for the superior functional utility of this sale. It has a one-car garage and a one-car carport, requiring a net upward \$2,500 adjustment when compared to the attached two-car garage of the subject. After making the appropriate adjustments to this sale, Comparable Sale 3 has an indication of value for the subject of \$231,700.

Final Discussion of Value

After making the appropriate adjustments to the comparables, the sales have an indication of value for the subject ranging from \$228,000 to \$231,700. The subject property was purchased in 2023 for \$217,000 by the current owners. Several improvements were made following the purchase, but there are some apparent drainage issues that have been ongoing for quite some time. The adjacent retention pond apparently overflowed during Hurricane Milton, though the interior living area of the home did not get flooded. In the final analysis, considering all factors, it is my conclusion that a reasonable market value estimate for the subject property is best represented at \$230,000.

As-Is Market Value Opinion of Subject Property,

As of September 3, 2025:

\$230,000

The above-noted market value opinion is made based on an Exposure Time of approximately three to six months. The value opinion is subject to the Certification and the Assumptions and Limiting Conditions that are described in the following section.

Sincerely,

LEE PALLARDY, INC.



James M. Talley, Jr., MAI, SRA

President – Secretary

State-Certified General Real Estate Appraiser RZ1649

JMT: rra

My File #25-09-046

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
2. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
3. The statements of fact contained in this report are true and correct.
4. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
5. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
6. I have not previously prepared any appraisal analyses on the subject property.
7. I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
8. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
9. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
10. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
11. James M. Talley, Jr. made a personal inspection of the property (exterior of home) that is the subject of this report.
12. As of the date of this report, James M. Talley, Jr. has completed the continuing education program for Designated Members of the Appraisal Institute.

CERTIFICATION

(Continued)

13. No one provided significant real property appraisal or appraisal consulting assistance to the person(s) signing this certification.

A handwritten signature in blue ink, appearing to read "James M. Talley, Jr.", is positioned above a horizontal line.

James M. Talley, Jr., MAI, SRA
President – Secretary
State-Certified General Real Estate Appraiser RZ1649

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser(s) in the report.

1. Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.
2. The Appraiser(s) assumes no responsibility for matters of a legal nature affecting the properties appraised or the titles thereto, nor does the Appraiser(s) render any opinion as to the titles, which are assumed to be good and marketable. The properties are appraised as though under competent ownership and capable management.
3. Any sketches in the report may show approximate dimensions and is included to assist the reader in visualizing the properties. The Appraiser(s) has made no survey of the properties. The land areas have been calculated from available surveys and public maps. The legal descriptions, as given herein, are assumed to correctly set out the boundary lines of the properties.
4. The property is appraised free and clear of all encumbrances, unless otherwise noted.
5. Subsurface rights (mineral, oil, or water) were not considered in this report.
6. It is assumed that all water and sewer systems, as well as other utilities (whether existing or proposed), are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.
7. The Appraiser(s) is not required to give testimony or appear in court because of having made the appraisal with reference to the properties in question unless arrangements have been previously made therefor.
8. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
9. The Appraiser(s) assumes that there are no hidden or unapparent conditions of the property, subsoils, or structures, which would render it more or less valuable. The Appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
10. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be

ASSUMPTIONS AND LIMITING CONDITIONS

(Continued)

true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed.

11. Unless otherwise stated in this report, the past or current existence of hazardous material or environmental contamination on, below or near the subject properties were not observed or known by the appraiser. The appraiser, however, is not qualified to detect such substances or make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the values of the property. Unless otherwise stated, the value estimates are predicated on the assumption that there is no such material on, below or affecting the property that would cause loss in values. No responsibility is assumed for any such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.
12. The subject property was appraised on an "as is" basis and the appraiser assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
13. It is assumed that the building are structurally sound and that all building systems (mechanical, electrical, HVAC, plumbing, roofing, etc.) are in good working order if not noted otherwise. If federal or local government regulations require significant expenditures to the property in addition to any deferred maintenance items noted, then the appraiser reserves the right to alter the value estimates accordingly and/or review the conclusions contained herein.
14. The appraiser is not a building or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in areas the appraiser cannot see, and the appraiser is not qualified to determine the cause of the mold, the type of mold, or whether the mold might pose any risk to the property or its inhabitants. A building inspection or environmental inspection by a qualified professional is recommended.
15. This appraisal is made based on the assumption that none of the property improvements contain any lead-based paint. Should it be brought to my attention that lead-based paints have been used on the improvements, without having remedial work completed, I reserve the right to alter my value conclusions accordingly.
16. The subject gross sizes were estimated to the best of my ability and assumed to be correct. Reliance was placed on information provided by in the public records of Pasco County, as well as various published sources, i.e., soil surveys, flood maps, et al. If any of this information is determined to be flawed at a later date, I reserve the right to alter this appraisal and my opinions of value accordingly. The

ASSUMPTIONS AND LIMITING CONDITIONS

(Continued)

information presented is believed to be accurate and, therefore, the appraisal was based on this information.

17. Neither all nor any portion of the contents of this appraisal shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser, particularly as to valuation conclusions, identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation. Furthermore, neither all nor any offer, sale, or purchase of a security (as that term is defined in Section 2(I) of the Securities Act of 1933) without the prior express written consent of the appraiser.
18. Possession of this report or copy thereof does not convey any right of reproduction or publication, nor may it be used by anyone but the client, without the prior written consent of both the client and the appraiser, and, in any event, only in its entirety.
19. The Americans With Disabilities Act (ADA) enacted in 1990, provided civil rights protection to persons with disabilities. Title III of this act provides that persons with disabilities are to be provided access equal to, or similar to, that available to the general public in all areas of "public accommodations," which generally means any retail, recreation, social service or lodging establishment. It does not apply to "commercial facilities," which could be a single-tenant office or manufacturing facility, and generally does not require alterations to existing buildings, unless other alterations are made. This latter is subject to interpretation, but it should be assumed that any significant renovations requiring a building permit will also require that the buildings be brought to current handicap requirements for all or a portion of the building. The appraiser is not professionally qualified in these matters, this appraisal does not constitute an inspection as to compliance with the provisions of the act, and no responsibility is assumed for any known or unknown conditions related to the act, civil rights or building code provisions. A number of professional engineering firms specialize in these matters, and such professional advice should be obtained if any doubt as to conformity exists.

QUALIFICATIONS OF APPRAISER

JAMES M. TALLEY, JR., MAI, SRA

Graduated from Plant High School, Tampa, Florida, in 1981.

Graduated from Florida State University, with Bachelor of Science Degrees in Finance and Real Estate, in 1985.

Employed at Bay Area Appraisal Services from 1985 to April 1991.

Joined Lee Pallardy, Inc. in April 1991.

Vice-President of Lee Pallardy, Inc., from 2000 to July 2025.

President – Secretary, since July 2025.

Appraisal Institute Courses Completed:

1B-A Capitalization Theory and Techniques Part A

1B-B Capitalization Theory and Techniques Part B

1A-1 - Principles of Appraisal Theory

1A-2 Basic Valuation Procedures

Course 2-2 - Valuation Analysis and Report Writing

Course 550 – Advanced Applications

Appraisal of Complex Residential Properties

Course 720 – Condemnation Appraising – Advanced Topics and Applications

Standards of Professional Practice - Parts A & B - 1978, 1991 & 1996

Standards of Professional Practice, Part C – 2002

Florida State Law for Real Estate Appraisers – 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022

National USPAP Update Course – 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024

Online Analyzing Distressed Real Estate – 2004

Uniform Appraisal Standards for Federal Land Acquisitions – 2004

Scope of Work: Expanding Your Range of Services – 2006

Online Using Your HP12C Financial Calculator – 2006

Business Practices and Ethics – 2006, 2010, 2014, 2016, 2018, 2020, 2022

Residential Market Analysis and Highest & Best Use – 2007

Online Small Hotel/Motel Valuation – 2007

Introduction to GIS Applications for Real Estate Appraisers – 2007

Online Analyzing Operating Expenses – 2007

Florida Supervisor Trainee Roles and Rules – 2008, 2010

Valuation of Detrimental Conditions – 2010

Online Feasibility, Market Value, Investment Timing: Option Value – 2010

Appraisal Curriculum Overview – 2011

Residential Site Valuation and Cost Approach – 2012

Risky Business: Ways to Minimize Liability – 2012

REO and Foreclosures – 2012

The Dirty Dozen – 2014

Mortgage Fraud – Protect Yourself – 2014

Litigation Appraising: Specialized Topics and Applications -2016

Uniform Appraisal Standards for Federal Land Acquisitions - 2017

Real Estate Damages Seminar - 2018

Valuation of Donated Real Estate, Including Conservation Easements – 2020

A Dive into Houses with Labels & Styles – 2020

Inconsistency: It's Hiding in Plain Sight in Your Appraisal – 2021

QUALIFICATIONS OF APPRAISER

JAMES M. TALLEY, JR, MAI, SRA

(Continued)

Appraiser's Guide to Expert Witnessing – 2022
Diversify Your Practice with Assessment Appeals – 2022
Florida Appraisal Laws and Regulations – 2022, 2024
Fundamentals of Expert Witness Testimony – 2022
Learning From the Mistakes of Others: Appraisal Disciplinary Case Studies – 2022
Bifurcated and Hybrid Appraisals: A Practical Approach – 2022
The Fundamentals of Appraising Luxury Homes – 2022
Diversify Your Appraisal Practice with Estate Appraisals – 2022
Responding to a Reconsideration of Value – 2023
Divorce and Estate Appraisals: Elements of Non-Lender Work – 2024
Appraising Complex and Stigmatized Residential Properties – 2024
Appraising 2-4 Unit Residences – 2024

Qualified: - Expert Witness, Hillsborough, Pasco, and Hernando County Circuit Courts

Affiliations:

- MAI Member and SRA Member of the Appraisal Institute
- Certified General Real Estate Appraiser, State of Florida - Certification #RZ 0001649
- Registered Real Estate Broker/Salesman - State of Florida

Clients

Florida Department of Transportation
Lykes Brothers
Southwest Florida Water Management District
City of Tampa
Hillsborough County
School Board of Hillsborough County
Hernando County
Pasco County
TECO
The Bank of Tampa
Hillsborough County Aviation Authority
St. Joe Company
Withlacoochee River Co-Op
Farm Credit of Central Florida
The Salvation Army
Barnett Bolt Kirkwood Long Koche & Foster

Old Republic National Title Insurance Company
Commonwealth Land Title Insurance Company
Carlton Fields, P.A.
Fowler White Boggs Banker, P.A.
Hill Ward & Henderson
Macfarlane Ferguson & McMullen, P.A.
Johnston & Sasser, P.A.
Trenam Kemker
Forizs & Dogali, P.A.
City of Plant City
City of Temple Terrace
Awerbach & Cohn, P.A.
Lowndes Drosdick Doster Kantor & Reed, P.A.
Fidelity National Title Group
Florida Department of Transportation – Districts 1 & 7
Butler Weighmaller Katz Craig, LLP

Specialty Areas

- | | |
|--|---|
| * Damage Studies (adjacent power lines, sinkhole properties, adjacent roadway impacts, etc.) | * Easement Valuations and Impacts |
| * Power Line/Gas Line Corridors | * Churches |
| * Eminent Domain | * Ranches/Farms |
| * Title Defects/Failures | * Industrial, Retail, Commercial Properties |
| * Diminution in Value Analyses | * Office Buildings |
| | * Large Acreage Tracts |
| | * Lakefront properties |

QUALIFICATIONS OF APPRAISER

JAMES M. TALLEY, JR, MAI, SRA

(Continued)

- * Valuation of Minority Interests
- * Construction Defects
- * Office Buildings
- * Commercial Sites
- * Billboard sites
- * Environmental wetlands
- * Natural springs
- * All Single Family



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

TALLEY, JAMES M JR
609 E JACKSON ST STE 200
TAMPA FL 33602-4933

LICENSE NUMBER: RZ1649

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/05/2024

Do not alter this document in any form.

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ADDENDA

DEFINITION OF APPRAISAL TERMS

The following is a list of commonly used appraisal terms and their respective definitions. These definitions were provided by the *Dictionary of Real Estate Appraisal*, 7th Edition, Chicago: Appraisal Institute, 2022, unless footnoted otherwise.

ACCESS – The ability to enter or pass to a site from a route, or to a route from a site or a building. For instance, curb cuts, turn lanes, turn lights, water and sewer taps, doorways, hallways, driveway entrances and exits, and even satellite dishes may be considered to provide access. Access is further broken down into legal access and physical access.

ACCESSIBILITY – The degree of convenience or inconvenience involved in moving people, goods, and services between different loci of activity.

APPRAISAL – (n.) The act or process of developing an opinion of value; an opinion of value. (adj.) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (USPAP, 2024 Edition)

APPRAISAL REPORT – The final communication, written or oral, of an appraisal or review transmitted to the client. Finality is evidenced by the presence of the valuer's signature in a written report or a statement of finality in an oral report. All communications to the client prior to the final communication must be conspicuously designated as such. (SVP, CPE)

ARM'S LENGTH TRANSACTION – A transaction between unrelated parties who are each acting in his or her own best interest.

ARTERIAL – A major through street that carries a large volume of traffic and serves as a primary access corridor for a community.

CASH-EQUIVALENT PRICE – The sale price of a property that is equivalent to what a cash buyer would pay.

CENSUS TRACT – A small, relatively permanent statistical subdivision of a county delineated by a local committee of census data users for the purpose of presenting data. Census tracts nest within counties, and their boundaries normally follow visible features, but may follow legal geography boundaries and other non-visible features in some instances, Census tracts ideally contain about 4,000 people and 1,600 housing units. (U.S. Census Bureau)

CONCURRENCY LAWS – Laws in certain states that link or tie the approval of new development to the availability of infrastructure capacity concurrent with the anticipated impacts of such development. Concurrency is often used by local governments to control growth and ensure that roads, stormwater, parks, solid waste, water, sewer, and mass transit facilities will be available at the same time new development creates the need.

CORNER INFLUENCE – The effect on value produced by a property's location at or near the intersection of two streets; the increment of value or loss in value resulting from this location or proximity.

DEFINITION OF APPRAISAL TERMS

(Continued)

COST APPROACH – A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised.

EASEMENT – The right to use another’s land for a stated purpose.

EXPOSURE TIME – Exposure time is defined by the Appraisal Standards Board of the Appraisal Foundation as: “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”⁶

FEE SIMPLE ESTATE - The most complete form of ownership is the fee simple estate—i.e., the *absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*⁷

HIGHEST AND BEST USE – The Highest and Best Use may be defined as “*The reasonably probable use of property that results in the highest value*”.⁸ To be *reasonably probable*, traditionally a use must meet certain conditions:

- The use must be *physically possible* (or it is reasonably probable to render it so).
- The use must be *legally permissible* (or it is reasonably probable to render it so).
- The use must be *financially feasible*.

INCOME CAPITALIZATION APPROACH – Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

INTENDED USE – The use(s) of an appraiser’s reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.⁹

INTENDED USER – The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.¹⁰

⁶ *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2024, Page 4.

⁷ *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Page 60.

⁸ *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Pages 304-305.

⁹ *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2024, Page 5.

¹⁰ *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2024, Page 5.

DEFINITION OF APPRAISAL TERMS

(Continued)

INTERIM USE – The use contemplated by the market participants that the subject real estate can be put to while waiting for certain subsequent factors to occur. Examples include farming the land in a developing area waiting on sewers to be available or establishing a used car sales lot until the demand for retail uses is strong enough to support a new facility. Many times these are used to defray holding cost expenses, e.g. real estate taxes.

MARKET VALUE – “Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.”¹¹

MASTER PLAN – A comprehensive, long-range official plan that guides the physical growth and development of a community, combined with the basic regulatory and administrative controls needed to attain the physical objectives; includes land use plan, thoroughfare plan, community facilities plan, and public improvements program. Master plans are usually revised periodically (e.g., every five years). In some jurisdictions, the master plan takes precedence over the existing zoning; also called *city plan*, *general plan*, or *comprehensive plan*.

NEIGHBORHOOD – A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

SALES COMPARISON APPROACH – The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

SCOPE OF WORK – The type and extent of research and analyses in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to, the following: 1) The type of data and the extent of research and analyses. 2) the type and extent of research and analyses in an appraisal or appraisal review assignment.¹²

SPECIAL-PURPOSE PROPERTY – An improved property with a unique physical design, special construction materials, or layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use.¹³

TAKING – The acquisition of a parcel of land through condemnation.

¹¹ Florida Department of Transportation, *Right of Way Manual, Section 6.2 – Supplemental Standards of Appraisal*, revised January 1, 2014, Page 6-2-15.

¹² *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2024, Page 6;
The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, 2022, Page 171.

¹³ *The Dictionary of Real Estate Appraisal*, Appraisal Institute, 7th Edition, 2022, Page 178.

ZONING / FUTURE LAND USE SPECIFICATIONS

- LAND DEVELOPMENT CODE

ARTICLE VII - DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS

PART 7.01.00. ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS

PART 7.01.00. ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS

The purpose of the following sections is to describe those site design standards which apply to specific zoning districts. These standards regulate lot area, building placement, dwelling unit type, density and intensity of development.

ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

- LAND DEVELOPMENT CODE
ARTICLE VII - DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS
PART 7.01.00. ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS

Table 7.01.01: Density, Area, Height and Bulk Requirements

Zoning District	LBCS ¹	Maximum Density ²	Floor Area Ratio (FAR)	Max Impervious Surface (ISR)	Lot Requirements			Building Setbacks			Height Limitation	Off-street Parking	Buffers		Special Notes
					Minimum area	Width	Depth	Front	Side	Rear			Fence	Landscaping	
Estate residential (ER)		2.0		.30	20,000 sf	120 ft	120 ft	25 ft	15 ft ³ 15 ft ⁴	15 ft	30 ft or 2 stories	2 spaces ⁵			
Low-density residential (R-1)		4.0		.50	10,000 sf	85 ft	110 ft	20 ft	10 ft ³ 10 ft ⁴	10 ft	30 ft or 2 stories	2 spaces ⁵			
Single-family residential (R-2)		5.0		.60	8,000 sf	75 ft	100ft	20 ft	10 ft ³ 10 ft ⁴	10 ft	30 ft or 2 stories	2 spaces ⁵			
Medium-Density Residential (R-3)		7.0 ⁶ 10.5 ⁷		.60	6,000 sf	60 ft	100 ft	20 ft 30 ft ⁸	10 ft ³ 10 ft ⁴	10 ft	30 ft or 2 stories	2 spaces ⁵			
Multi-family residential (R-4) ⁹		14.0		.75	6,000 sf ¹⁰ 40,000 sf ¹¹	60 ft ¹⁰ 85 ft ¹¹	100 ft ¹⁰ 120 ft ¹¹	30 ft	10 ft ³ 10 ft ⁴	15 ft	30 ft or 2 stories	2 spaces ⁵	Conditional - req'd adjoining residential district or existing residential use	20% - Site Plan Review	
Mobile home subdivision (M-1)		7.0		.60	6,000 sf	60ft	100 ft	20 ft	7.5 ft ³ 10 ft ⁴	10 ft	30 ft or 2 stories	2 spaces ⁵			10 ac ¹²
Mobile home park (M-2)		8.0		.60	5,000 sf	50 ft	100 ft	20 ft	10 ft ³ 10 ft ⁴	10 ft	30 ft or 2 stories	2 spaces ⁵			10 ac ¹¹ 10% recreation

Zephyrhills, Florida, Code of Ordinances
(Supp. No. 3, Update 1)

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ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

- LAND DEVELOPMENT CODE
ARTICLE VII - DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS
PART 7.01.00. ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS

Recreational vehicle park (M-3)		14.0		.75	3,000 sf	40 ft	75 ft	20 ft	10 ft	10 ft	30 ft or 2 stories	1.5 spaces ⁵			10 ac ¹¹ 15 ft ¹³ 10% recreation
Recreational vehicle park/campground (M-4)		18.0		.75	2,400 sf	40 ft	60 ft	20 ft	10 ft	10 ft	30 ft or 2 stories	1.5 spaces ⁵			10 ac ¹¹ 10 ft ¹²
Office/professional (OP)			1.0	.80	None	None	None	25 ft	10 ft	15 ft	30 ft or 2 stories	§ 7.03.04.03			
Neighborhood commercial (C-1)			.50	.80	None	None	None	5 ft	0 ft	15 ft	30 ft or 2 stories	§ 7.03.04.03			
Community commercial (C-2)			1.0	.80	None ¹⁶	None	None	30 ft	0 ft	20 ft	30 ft or 2 stories	§ 7.03.04.03			
General Commercial (C-3)			1.0	.80	None ¹⁷	None	None	30 ft	50 ft	50 ft	30 ft or 2 stories	§ 7.03.04.03			Outdoor lighting restricted adjoining residential districts and uses ¹⁸
Light industrial (LI)			.50	.85	None ¹⁸	75 ft	100 ft	20 ft ²⁰	10 ft ²⁰	10 ft ²⁰	30 ft or 2 stories	§ 7.03.04.03	20% req'd. Average width of 15 feet within req'd front setback	Performance standards apply	
¹ Land Based Classification System, Standard Color Code, American Planning Association.															
² Dwelling units per gross acre.															
³ Interior lots.															
⁴ Abutting public right-of-way.															
⁵ Improved parking spaces per dwelling unit.															
⁶ Single-family detached units per gross acre.															
⁷ Duplex dwelling units per gross acre.															
⁸ Minimum front setback for duplexes.															

ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

- LAND DEVELOPMENT CODE
ARTICLE VII - DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS
PART 7.01.00. ZONING DISTRICT PERFORMANCE AND DIMENSIONAL STANDARDS

⁹ Townhouse development standards.
¹⁰ Minimum lot dimensions for duplexes.
¹¹ Minimum lot dimensions for multi-family buildings.
¹² Minimum area for mobile home subdivision.
¹³ Minimum distance between RVs.
¹⁴ Land Based Classification System, Standard Color Code, American Planning Association.
¹⁵ Dwelling units per gross acre.
¹⁶ Contiguous 80,000 sf of land include public right-of-way where both frontages zoned to permit predominantly non-residential uses (i.e. OP, C1, C2, C3 or LI) required to establish C2 District.
¹⁷ Contiguous 200,000 sf of land include public right-of-way where both frontages zoned to permit predominantly non-residential uses (i.e. OP, C1, C2, C3 or LI) required to establish C3 District.
¹⁸ No outdoor lighting shall be directed into adjacent residential areas or at angles that interfere with driver vision on adjacent roadways.
¹⁹ A minimum contiguous area of 800,000 sf which may include water bodies, wetlands and/or public right-of-way and where both frontages are zoned C# or LI is required to establish a LI District.
²⁰ 75 feet if adjacent to residentially zoned areas. For internal lots within a platted industrial park, the front setback shall be 20 feet, the side setback ten feet, and the rear setback ten feet.

(Ord. 974-07, passed 4-9-2007; Ord. 1368-18, passed 8-27-2018; Ord. 1394-20, passed 2-24-2020; Ord. 1403-20, passed 7-27-2020; Ord. 1475-24, § 3, 2-12-2024)

ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

Sec. 7.01.01. General development standards.

- (A) All development shall be served by the city's central water and central sewer system.
- (B) All development shall provide on-site storm water retention area and facilities as determined by the SWFWMD. Land to be dedicated for storm water retention may include land required to meet buffer standards, wetlands protection or habitat protection.
- (C) All development shall have a total land area sufficient to meet all site design standards in this code including, but not limited to, land required to provide setbacks from abutting rights-of-way, buffers, storm water management, off-street parking and circulation, protection of wetlands or other provisions which may require land area to be set aside. Minimum lot sizes (area) are detailed for each zoning district. Density requirements also are established per each zoning district.
- (D) An impervious surface ratio is specified for each zoning district to provide a control of the intensity of development of land. Impervious surface is that portion of the land which is covered by buildings, pavements or other cover through which water cannot penetrate. Porous concrete, asphalt, porous turf block or similar materials may be used, subject to the specifications in the Appendices and shall be calculated based on the portion of the material which is impervious.

Sec. 7.01.01.01. Lot requirements.

- (A) All lots of record or combination of lots of record under single ownership, which have width, depth and area which constitute sufficient size to construct or erect a structure thereon, as of the date of recording of a deed or other legal instrument shall continue to be vested with the same rights to construct or erect a structure thereon, provided:
 - (1) The proposed use of the lot or combination of lots, meets all other current provisions of city regulations; and
 - (2) The lot(s) contain a minimum of 6,000 square feet.
- (B) No lot area, lot width or lot depth shall be reduced or diminished so that the yards or other open space shall be smaller than prescribed by this code except as expressly approved by the Board of Adjustment.
- (C) No space which has been counted as part of a yard or other open space required by this code, may, by reason of change in ownership or otherwise, be counted or calculated to satisfy or comply with a yard or other open space requirement of or for any other building.

Sec. 7.01.01.02. Required frontage of lots and required orientation of primary buildings.

- (A) All lots of record that are to be used for buildings shall have frontage on a public right-of-way. All primary buildings (residential, commercial or industrial) shall have primary access from a public right-of-way. In no case shall primary access be from an alley, crosswalk or pedestrian way. All single-family and duplex dwelling units shall have a primary entrance facing a public right-of-way and be on a lot which has street frontage.
- (B) (1) All lots of record that are to be used for buildings shall have adequate access to a public street by direct frontage or via a public right-of-way. Adequacy of access shall be determined by the Site Plan Review Committee if not by direct street frontage.
 - (2) Specific criteria for adequacy of access shall be approved by City Council.

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ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

Sec. 7.01.01.03. Building setbacks.

Minimum setbacks are established to provide open space and ventilation between structures and to comply with fire codes for specific types of construction. Any variance granted by the Board of Adjustment may subject the construction to more stringent requirements of the Fire Code. All setbacks shall be measured horizontally from the foundation.

Sec. 7.01.01.04. Height regulations.

- (A) All height limitations are the maximum permitted within a district. Height shall be measured from the centerline street grade opposite the center of the front wall of the building to the highest projection of the building. Building heights in excess of that permitted within a district may be granted only as a conditional use by the City Council.
- (B) No building shall be erected, reconstructed or structurally altered to exceed the height established for the district in which the building is located, subject to the following:
 - (1) Mid-rise structures, defined for the purpose of this code as buildings of three to five stories inclusive, may be permitted if all applicable conditional requirements of Resolution #147 are met.
 - (2) Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each additional two feet of building height above 30 feet.
 - (3) Special industrial structures such as cooling towers, elevators bulkheads, fire towers, tanks, water towers, which require a greater height than provided in the district, may be erected to a greater height than permitted provided:
 - (a) The structure shall occupy more than 25 percent of the lot area; and
 - (b) All setback requirements of the district in which the structure is erected shall be increased by one foot for each foot of height above 30 ft.
 - (4) The height limitations of this code shall not apply to flagpoles, church spires, chimneys and antenna towers.
 - (5) Notwithstanding the foregoing provisions and the height limitations as set forth in each zoning district, in no case shall a structure exceed in height the limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

Sec. 7.01.02. Density, area, height and bulk requirements.

All development shall adhere to the specific density, area, height and bulk requirements for the zoning district in which it is located as prescribed in Table 7.01.01.

ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

Sec. 2.02.06. Temporary uses.

The following temporary uses are allowable within the city:

- (A) Residential zoning districts.
 - (1) Garage sales as prescribed in section 7.09.14.
 - (2) Temporary parking of recreational vehicles as prescribed in section 7.09.20.
 - (3) Temporary buildings for construction purposes as prescribed in section 7.09.24.
- (B) Nonresidential zoning districts. Temporary buildings for construction purposes as prescribed in section 7.09.24.

ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

Table 2.02.01 Allowable Uses in Zoning Districts

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																							
Uses	Zoning Districts																				Code Reference		Definition	
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H			
RESIDENTIAL																								
ACCESSORY AND ANCILLARY																								
Accessory dwelling unit	A	A	A	A															A	A	A	§ 7.09.29	Residential dwelling unit, structure, or living space ancillary and subordinate to the principal permitted residential use, intended for habitation such as, but not limited to, garage apartments, ancillary apartments, mother-in-law units, guest houses, carriage houses, and granny flats.	
Home occupation	P	P	P	P	P	P	P												P	P	P	§ 7.09.15	Occupation carried on in a dwelling unit by the resident thereof, provided that the use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes, and does not change the character thereof. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.	
Live/work unit										S	S								P	P	P		A single unit (e.g. studio, loft, one-bedroom) consisting of both a commercial/office and residential component that is occupied by the same resident, whereby the residential use is secondary and subordinate to the primary commercial/office use. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.	
Recreational vehicle								P	P													§ 7.09.19 § 7.09.20	A vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. This term shall include but is not limited to, travel trailers, fifth-wheel trailers, folding camping trailers,	

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ZONING / FUTURE LAND USE SPECIFICATIONS

(Continued)

ARTS, ENTERTAINMENT, RECREATION, AND OPEN SPACE																			
Museum										P	P	P	P				P	P	P
Performing arts center										S	P	P					S	S	S
Studio										P	P	P					P	P	P
Theater										S	P	P					S		
RECREATION AND OPEN SPACE																			
Fitness center, gym, and the like										S	P	P	P				P	S	S
Recreation/sports center												S	S			S			
Private club/recreation facility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Sport shooting range (indoor)											C	C	C						
INDUSTRY, TRANSPORTATION, AND STORAGE																			
MANUFACTURING, PROCESSING, AND WHOLESALE																			
Construction services											S	P							

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Drug processing/manufacturing											P	P							
Heavy industry/manufacturing																			
High-tech manufacturing											C	P	S						
Laboratory (testing)										S	P	P							
Light industry/manufacturing											C	P	P						

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(Continued)

(Ord. 1153-12, passed 7-23-2012; Ord. 1200-13, passed 4-8-2013; Ord. 1375-19, passed 1-14-2019; Ord. 1377-19, passed 9-9-2019; Ord. 1431-21, passed 12-13-2021; Ord. 1499-25, § 2, passed 4-14-25)

ACQUIRING DEED

INSTR# **2023069868** OR BK **10803** PG **2775** Page 1 of 2
04/21/2023 09:01 AM Rpt: 2574935 Rec: 18.50 DS: 1519.00 IT: 0.00
Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

Prepared by and Return to:
Sunstate Title Agency, Inc.
5536 6th Street
Zephyrhills, Florida 33542
File Number: S-33889

GRN	
\$	217,000.
JS	
\$	1519.
I	
\$	8
REC	
\$	18.50
LC	
\$	1537.50

Warranty Deed

Made this April 14, 2023 A.D. By **STANLEY J. GRAMS and CHARLOTTE A. GRAMS, husband and wife**, hereinafter called the grantor, to **JUSTIN JONES, an unmarried man and KATHY SMITH, an unmarried woman, as Joint Tenants with Full Rights of Survivorship**, whose post office address is: **6109 16TH STREET, ZEPHYRHILLS, FL 33542**, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pasco County, Florida, viz:

Lot 5, PARK HILL SUBDIVISION - UNIT ONE, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 70, of the Public Records of Pasco County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon, nor is it contiguous thereto.

Parcel ID Number: **02-26-21-0180-00000-0050**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.

DEED Individual Warranty Deed - Legal on Face

ACQUIRING DEED

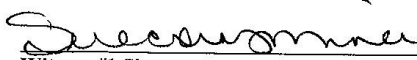
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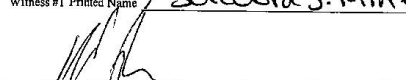
OR BK **10803** PG **2776** Page 2 of 2

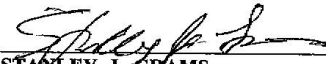
Prepared by and Return to:
Sunstate Title Agency, Inc.
5536 6th Street
Zephyrhills, Florida 33542
File Number: S-33889

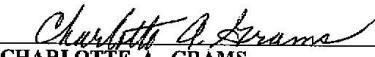
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered
in our presence:*


Witness #1 Signature
Witness #1 Printed Name Suecra J. Miner


Witness #2 Signature
Witness #2 Printed Name Michael Johnston


STANLEY J. GRAMS (Seal)
Address: 37152 Rutledge Drive, Zephyrhills, Florida 33541

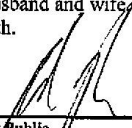

CHARLOTTE A. GRAMS (Seal)
Address: 37152 Rutledge Drive, Zephyrhills, Florida 33541

****TWO DIFFERENT WITNESSES / CANNOT BE RELATIVES****

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 2023, by STANLEY J. GRAMS and CHARLOTTE A. GRAMS, husband and wife, who is/are personally known to me or who has produced driver's license as identification and who did/did not take an oath.




Notary Public
Print Name: _____
My Commission Expires: _____
(Notary Seal)

14-70

TRACT

78.9' 105.00' 78.9'

15TH STREET 16TH STREET 17TH STREET

105TH STREET 106TH STREET 107TH STREET

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

PURCHASE ORDER



City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813) 780-0000

Bill To
City of Zephyrhills
Maintenance Yard
39421 South Avenue
Zephyrhills, FL 33542

Ship To
City of Zephyrhills
Maintenance Yard
39421 South Avenue
Zephyrhills, FL 33542

Vendor
LEE PALLARDY INC
609 E. JACKSON ST #200
TAMPA, FL 33602

Purchase Order

Fiscal Year 2025 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **20251400**

Purchase Order Date 09/02/2025

Department Storm Water

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
813-221-3700X306	JMYERS@LEEPALLARDYINC.COM	3084	25001433	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	APPRAISAL OF 6109 16TH ST., ZEPHYRHILLS, FL GL #: 01003800 - 531000	1.0000	EACH	\$6,000.0000	\$6,000.00

This instrument has been audited in the manner required by local government regulations and laws. Your jurisdiction's specific legal text may be placed in this area.

City Manager

Total Ext. Price \$6,000.00

Purchase Order Total \$6,000.00

BUSINESS ITEMS 3.3

Reclaimed Water, Sewer and Potable Water Rates

First Reading: ORDINANCE NO. 1509-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 51.23 OF THE CITY CODE OF ORDINANCES, REPEALING AND REPLACING THE SCHEDULE OF RATES AND CHARGES FOR THE USE OF OR AVAILABILITY FOR THE USE OF POTABLE WATER, WASTEWATER (SEWER), AND RECLAIMED WATER EFFECTIVE ON OR AFTER NOVEMBER 1, 2025; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

A. City Council considers Ordinance No. 1509-25 on the First Reading

Issue:

Consider increasing water and sewer rates by 3%.

Background:

The City Council voted to increase water rates by 3% last year, and the staff is recommending that the City Council continue to follow the recommendations in the Raftelis rate study. These rate increases are necessary to continue to maintain and improve its water and sanitary sewer infrastructure. Water and sewer rates should allow for the City to cover its operating costs, retire debt, and pay for some capital projects without debt financing. Water and sewer capital expenditures for the past 3 years have been \$4.1 million in FY 2023, \$6 million in 2024, and \$8,2 million in 2025. In 2026, the City has budgeted for \$20 million in water and sewer capital expenditures.

The City staff recommends that rates be increased by 3%. For customers within the city limits who use 4,100 gallons (the city average), their water and sewer charges will go from \$68.11 to \$70.16, an increase of \$2.05 a month.

Attachment(s):

1. 1509-25 Water Rate Ordinance
2. 2023 Water and Sewer Rate Study Raftelis (2)

Fiscal Impact:

The 3% increase will result in an additional \$420,000 of water and sewer revenue to meet our operating, debt requirements, and capital needs.

Staff Recommendation:

The staff recommends approval of the ordinance.

ORDINANCE NO. 1509-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 51.23 OF THE CITY CODE OF ORDINANCES, REPEALING AND REPLACING THE SCHEDULE OF RATES AND CHARGES FOR THE USE OF OR AVAILABILITY FOR THE USE OF POTABLE WATER, WASTEWATER (SEWER), AND RECLAIMED WATER EFFECTIVE ON OR AFTER NOVEMBER 1, 2025; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills has determined that a large portion of the water and sewer infrastructure is reaching an age that requires replacement;

WHEREAS, the City Council of the City of Zephyrhills has determined that to maintain positive revenue flows and keep up with replacement, growth, and increasing costs, the water, wastewater (sewer), and reclaimed water rates shall be adjusted according to Exhibit “A” in this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment of Section 51.23 of the City of Zephyrhills Code of Ordinances.
The Water, Wastewater (Sewer), and Reclaimed Water rates as outlined in Exhibit “A” of § 51.23 of the City of Zephyrhills Code of Ordinances is hereby repealed and replaced for the updated rates attached hereto as Exhibit “A.” The new rates for Water, Wastewater (Sewer), and Reclaimed Water Rate as follows shall be effective on or after November 1, 2025.

Section 3. Repealer. All ordinances, resolutions, polices and utility rates in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. Severability. It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 5. Inclusion into the Code. It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall become effective on November 1, 2025.

The foregoing Ordinance No. 1509-25 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 13th day of October 2025.

Attest:

Ricardo Quinones, City Clerk

Charles E. Proctor
Council President

The foregoing Ordinance No. 1509-25 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 27th day of October 2025.

Attest:

Ricardo Quinones, City Clerk

Charles E. Proctor
Council President

The foregoing Ordinance No. 1509-25 was approved by me this 27th day of October 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, Esq.
City Attorney

EXHIBIT A

POTABLE WATER UTILITY RATE SCHEDULE

Effective November 1, 2025, the rates and charges for water service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to water customers located outside the City limits.

I. BASE CHARGE

The Base Charge for each water bill rendered shall be billed monthly as follows:
Single Family Residential, Individually Metered
Irrigation & Commercial

Meter Size	10/1/2024	11/1/2025	% Increase
3/4"	\$5.87	\$6.04	2.9%
1"	\$14.68	\$15.12	3.0%
1.5"	\$29.36	\$30.24	3.0%
2"	\$46.97	\$48.38	3.0%
3"	\$93.94	\$96.76	3.0%
4"	\$146.78	\$151.18	3.0%
6"	\$293.55	\$302.36	3.0%
Master Meter Multi Family			
Mobile Home	\$4.41	\$4.54	2.9%
RV Park (Per Unit)	\$2.94	\$3.03	3.1%

II. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons of metered water use or any increment therein as follows:

Single Family Residential:	10/1/2024	11/1/2025	% Increase
Block 1 (0-5,000 gallons)	\$2.63	\$2.71	3.0%
Block 2 (5,001-10,000 gallons)	\$3.97	\$4.09	3.0%
Block 3 (10,001-15,000 gallons)	\$5.65	\$5.82	3.0%
Block 4 (15,001-20,000 gallons)	\$8.16	\$8.40	2.9%
Block 5 (Above 20,000 gallons)	\$11.18	\$11.52	3.0%
Commercial (All Usage)	\$2.97	\$3.06	3.0%
Master Metered Multi-Family, Mobile Home			
Park & RV Park (All Usage)	\$2.63	\$2.71	3.0%

The Usage Charge for potable irrigation shall be billed monthly per thousand (1,000) gallons of metered water use as follows:

Potable Irrigation

First Tier			
Meter Size	10/1/2024	11/1/2025	% Increase
3/4" 0 - 15,000 gallons	\$5.66	\$5.84	3.2%
1" 0 - 37,500 gallons	\$5.66	\$5.84	3.2%
1.5" 0 - 75,000 gallons	\$5.66	\$5.84	3.2%
2" 0 - 120,000 gallons	\$5.66	\$5.84	3.2%
3" 0 - 240,000 gallons	\$5.66	\$5.84	3.2%
4" 0 - 375,000 gallons	\$5.66	\$5.84	3.2%
6" 0 - 750,000 gallons	\$5.66	\$5.84	3.2%

Second Tier			
Meter Size	10/1/2024	11/1/2025	% Increase
3/4" 15,001 - 20,000 gallons	\$8.16	\$8.40	2.9%
1" 37,501 - 50,000 gallons	\$8.16	\$8.40	2.9%
1.5" 75,001 - 100,000 gallons	\$8.16	\$8.40	2.9%
2" 120,000 - 160,000 gallons	\$8.16	\$8.40	2.9%
3" 240,000 - 230,000 gallons	\$8.16	\$8.40	2.9%
4" 375,000 - 500,000 gallons	\$8.16	\$8.40	2.9%
6" 750,000 - 1,000,000 gallons	\$8.16	\$8.40	2.9%

Third Tier			
Meter Size	10/1/2024	11/1/2025	% Increase
3/4" Above 20,000 gallons	\$11.18	\$11.52	3.0%
1" Above 50,000 gallons	\$11.18	\$11.52	3.0%
1.5" Above 100,000 gallons	\$11.18	\$11.52	3.0%
2" Above 160,000 gallons	\$11.18	\$11.52	3.0%
3" Above 230,000 gallons	\$11.18	\$11.52	3.0%
4" Above 500,000 gallons	\$11.18	\$11.52	3.0%
6" Above 1,000,000 gallons	\$11.18	\$11.52	3.0%

RECLAIMED WATER UTILITY RATE SCHEDULE

October 1, 2024, the rates and charges for reclaimed water service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to reclaimed water customers located outside the City limits.

I. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons of metered water use or any increment therein as follows:

	10/1/2024	11/1/2025	
All Usage > 1 Acre	0.19 \$	0.20	5.3%
All Usage < 1 Acre	0.36 \$	0.37	2.8%

SEWER UTILITY RATE SCHEDULE

October 1, 2024, the rates and charges for sewer service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to customers located outside the City limits.

I. BASE CHARGE

The Base Charge for each sewer bill rendered shall be billed monthly as follows:

Meter Size	10/1/2024	11/1/2025	% Increase
3/4"	\$22.72	\$23.40	3.0%
1"	\$56.83	\$58.53	3.0%
1.5"	\$113.66	\$117.07	3.0%
2"	\$181.85	\$187.31	3.0%
3"	\$363.70	\$374.61	3.0%
4"	\$568.27	\$585.32	3.0%
6"	\$1,136.55	\$1,170.65	3.0%
Master Meter Multi Family & Mobile Home	\$17.05	\$17.56	3.0%
RV Park (Per Unit)	\$11.36	\$11.70	3.0%

II. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons based on 100 percent of the metered water use as follows:

	10/1/2024	11/1/2025	% Increase
All Customers	\$7.01	\$7.22	3.0%

CITY OF
ZEPHYRHILLS

2023 Utility Revenue Sufficiency Study

August 8, 2023



August 8, 2023

Mr. John Bostic
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Subject: 2023 Utility Revenue Sufficiency Study

Dear Mr. Bostic,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this 2023 Utility Revenue Sufficiency Study Report (Report) for the City of Zephyrhills (City) to address the revenue sufficiency needs of the utility system over the next six years. We have summarized the results of our analysis in this Report for your consideration. This Report provides a forecast for the period of October 1, 2022 through September 30, 2028.

In our analysis, we have relied upon certain information and data compiled by the City including, but not limited to capital improvement programs, annual Financial Statements; the budgets; periodic reports; customer data; financing documents; and other information and data provided by the City. To the extent we have performed our analyses using the data and information obtained from the City and others in the preparation of this report, we have relied upon such information to be accurate and no assurances are intended and no representation or warranties are made with respect thereto or the use made herein.

Following this letter is an executive summary and report outlining the assumptions and considerations used in developing the utility system financial projections and our observations regarding future rate levels.

It has been a pleasure working with you, and we thank you and City staff for the support provided during the course of this study.

Sincerely,

A handwritten signature in blue ink that reads 'Tony Hairston'.

Tony Hairston
Vice President

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List of Exhibits

- Exhibit 1: Water Customer Projections
- Exhibit 2: Sewer Customer Projections
- Exhibit 3: Projected Water Revenue from Existing Rates
- Exhibit 4: Projected Sewer Revenue from Existing Rates
- Exhibit 5: Miscellaneous Revenue Projections
- Exhibit 6: Operating Budget
- Exhibit 7: Water Operating Budget Projections
- Exhibit 8: Sewer Operating Budget Projections
- Exhibit 9: Capital Improvement Program - Inflated
- Exhibit 10: Projected Water Revenue Requirements
- Exhibit 11: Projected Sewer Revenue Requirements
- Exhibit 12: Combined System Projected Debt Service Coverage
- Exhibit 13: Utility Fund Balance Projections

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Executive Summary

Introduction

The City of Zephyrhills (City) provides a full range of utility services, including potable water and sewer service to properties located within the City limits and certain unincorporated areas in Pasco County. As of Fiscal Year (FY) 2022, utility service was provided to approximately 12,900 water customers and 9,300 sewer customers throughout the City's service area. The City's utility system is established as a utility Enterprise Fund where the user fees and charges established for water and sewer services must generate the necessary revenues to recover the full cost of providing service. The primary source of user fee revenue for the Enterprise Fund is earned from the monthly user rates, therefore it is prudent to review these rate levels periodically to ensure that revenues are sufficient to meet future expenditure needs.

The City retained Raftelis Financial Consultants, Inc. (Raftelis) to conduct a utility revenue sufficiency study to ensure water and sewer rate sustainability and equity for the next six-year period. The major components of this study include:

1. Ensure the utility system recovers its operation and maintenance costs;
2. Ensure the utility system can fund the existing and proposed debt service;
3. Ensure sufficient funding for capital improvement projects;
4. Identify any rate adjustments needed to support the water and sewer systems; and
5. Maintain adequate utility operating reserves and exceed minimum debt service coverage requirements.

The remainder of the executive summary provides an overview of the study and includes our findings for the City.

Capital Improvement Funding

During the fiscal year ending September 30, 2023 through September 30, 2028 (Forecast Period), the City's capital improvement program (CIP) contains over \$53 million of capital expenditures. There are several large projects in the CIP including water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements. Planned funding sources for the CIP include existing reserves, capacity fees, grants, and the issuance of new debt. The following table summarizes the projected funding sources for the City's CIP during the Forecast Period.

(Remainder of page intentionally left blank)

Table ES- 1: Projected Six-Year CIP Funding Sources

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Water Revenues	\$1,213,000	\$927,000	\$1,108,700	\$973,900	\$1,164,600	\$1,250,700	\$6,637,900
Sewer Revenues	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200	8,437,700
Utility Operating Reserves	1,450,000	154,500	316,700	0	0	284,200	2,205,400
Capacity Fees	5,100,000	257,500	2,111,500	0	0	0	7,469,000
Water SRF Debt	0	5,459,000	0	0	0	0	5,459,000
Sewer SRF Debt [2]	1,650,000	4,995,500	1,055,800	4,328,600	2,218,400	1,136,900	15,385,200
Grants	8,150,000	1,030,000	1,055,800	0	0	0	10,235,800
Total Funding Sources	\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

[1] Full 6-year CIP with project descriptions shown on Exhibit 9.

[2] Sewer SRF debt includes the issuance of two separate loans as detailed in the assumptions below.

Utility Revenue Sufficiency

Utility cash revenue requirements is the term that defines the various components of cost associated with operating and maintaining a utility system. The sum of these cost components, less other income and miscellaneous utility revenues, represents the net revenue requirements to be funded from the utility rates. The revenues generated from the monthly user rates and the revenue requirements are presented in detail in the body of the report. The tables and discussion below are provided to illustrate the overall revenue sufficiency of the adopted user rates.

Table ES- 2: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Net Revenue Requirements [2]	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$556,170)	(\$916,670)	(\$829,970)	(\$643,980)	(\$783,580)

[1] Obtained from Table 7.

[2] Obtained from Table 12.

As shown above, revenues generated by the existing water rates are expected to not be sufficient to meet the projected net revenue requirements throughout the Forecast Period. At these rates, the water system is projected to generate a deficiency up to \$900,000 per year. As a result of the deficiencies, water rate adjustments are needed as shown later in this section.

The table below provides the sewer rate revenue deficiency over the next six-year period under the existing rates:

Table ES- 3: Sewer Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Net Revenue Requirements [2]	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	(\$13,748)	\$105,552	(\$289,448)	(\$76,024)	(\$683,424)

[1] Obtained from Table 8.

[2] Obtained from Table 13.

The sewer system is also forecast to be deficient for the majority of the Forecast Period. The annual deficiency significantly increases in FY 2028 due to the increased annual debt service requirements associated with the proposed Clean Water SRF Loans, as discussed further in the body of this report. Due to the projected deficiencies expected, inflationary sewer rate adjustments are needed as shown in Table ES- 4 below.

Sufficiency of Projected Utility Rate Revenues

As previously discussed, the existing rates are projected to not be sufficient to support the net revenue requirements forecast. Additionally, if these rates are not sufficient to support the net revenue requirements, then the fund balances and funding available to complete the CIP will not be sufficient. Based on conversations with staff, consumer price index (CPI) level adjustments are being considered for the monthly water and sewer rates over the Forecast Period. The table below illustrates these rate adjustments:

Table ES- 4: Annual Rate Adjustments

Fiscal Year	Water [1]	Sewer [1]
2023	0.0%	0.0%
2024	3.0%	3.0%
2025	2.5%	2.5%
2026	2.5%	2.5%
2027	2.5%	2.5%
2028	2.5%	2.5%

[1] Overall rate revenues to increase by percentages shown above.

Assuming the rate adjustments as shown on Table ES- 4 are implemented beginning October 1, 2023, and then each ensuing October 1, the following tables provide an illustration of the projected revenue sufficiency for each of the utility systems during the Forecast Period.

Table ES- 5: Water Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Requirements	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

[1] The detailed projected revenue sufficiency for the water system over the Forecast Period can be found in Exhibit 10.

Table ES- 6: Sewer Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Requirements	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

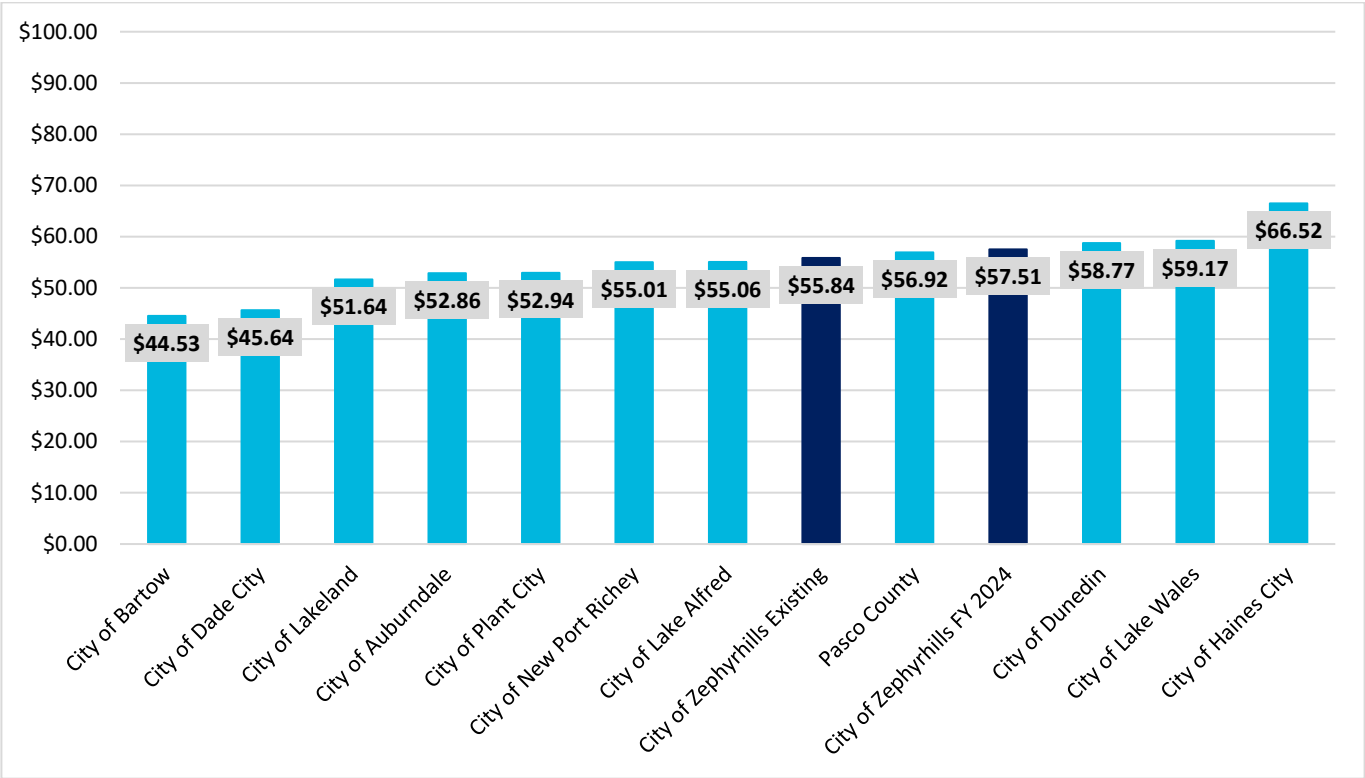
[1] The detailed projected revenue sufficiency for the sewer system over the Forecast Period can be found in Exhibit 11.

Comparison to Other Utility Providers

The figure below provides an illustration of the City's existing and proposed FY 2024 water and sewer bill at 3,000 gallons compared to that of other neighboring utilities. Since the inside City 3/4-inch single family residential customer class represents a majority of the City's customer base, the comparison below will focus on this class. As shown below, a single family residential customer using 3,000 gallons will see an increase in their combined water

and sewer monthly bill of \$1.67 from \$55.84 to \$57.51. The City’s combined bills are slightly higher than the average bill (\$54.46) of the other neighboring utilities surveyed.

**Figure ES- 1: 3/4-Inch Inside City Single Family Residential Water & Sewer Rate Comparison
(3,000 Gallons)**



Findings and Conclusions

As set forth herein, our findings and conclusions are summarized below:

- 1. The CPI-level adjustments to the monthly water and sewer rates over the Forecast Period should provide the City with adequate funding for the operating expenses, debt service, and planned capital improvements while maintaining adequate reserves during this period.
- 2. The projected rate adjustments, identified on Table ES- 4, are designed to fund approximately \$53.6 million in capital projects through FY 2028. Significant projects include water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements.
- 3. Under the proposed FY 2024 rates, the combined water and sewer bill for a single family residential customer using 3,000 gallons a month is slightly higher than the average bill of the other nearby utilities surveyed.
- 4. The City should consider reviewing its utility rates and adequacy during or before Fiscal Year 2026 to verify that the projected CPI-level rate adjustments will be sufficient through the next five-year period.

Section 1. Introduction

Background

The City of Zephyrhills (City) provides water and sewer service to properties located within the City limits and certain unincorporated areas in Pasco County. As of Fiscal Year (FY) 2022, utility service was provided to approximately 12,900 water customers and 9,300 sewer customers throughout the City's service area. The City accounts for its utility operations through an Enterprise Fund where the revenues, expenditures, and other financial information are maintained as a separate business enterprise supported by the user rates and fees charged for utility services.

Scope of Services

In an effort to ensure adequate funding for utility operations and capital improvements necessary to continue the provision of adequate service to existing customers and meet the requirements of growth, regulatory requirements, and utility system replacement and upgrades, the City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to perform a utility revenue sufficiency study (Study). The utility revenue sufficiency study will include an evaluation of revenue sufficiency by service based on an allocation of costs among each service. Costs include operating expenses, utility debt service, and the funding of future capital improvements including the renewal and replacement of existing assets. This report utilizes a model built by Raftelis which includes a financial forecast that includes the capability to model specific utility rate adjustments to achieve the City's financial objectives through Fiscal Year 2028.

Summary of Report

In addition to Section 1, this report is subdivided into two (2) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2: Customer, Sales, and Revenues from Existing Rates – This section summarizes the historical and projected water and sewer customers and sales. Projections are primarily based on recent historical trends and expected future sales with a conservative outlook. Also included are the revenue forecasts at existing user rates.

Section 3: Utility Revenue Sufficiency – This section summarizes the City Utility Fund's forecast of revenue requirements, which serves as the basis for the revenue sufficiency analysis. Included in this section is a discussion of the assumptions utilized in the forecast of utility operating expenditures, debt service, other operating revenues, capital improvement needs and reserve fund balances. In addition, this section provides a comparison of rates to other nearby utility providers.

Acknowledgements

This report was prepared with the cooperation and assistance of City staff. Raftelis would like to thank the following individuals in particular for their valuable assistance during the course of the study: Mr. John Bostic, Utilities Director, Mr. Ted Beason, Finance Director, and the rest of City staff that provided support during this project.

Section 2. Customer, Sales, and Revenues from Existing Rates

General

A major component to determine sustained revenue sufficiency for utility service is the development of a forecast of customers and sales. The City provided historical customer billing statistics which will serve as the basis for the recent historical trends and as the forecast of customers through FY 2028.

Historical Water Customer Statistics

The City provided detailed customer billing data for the 12 consecutive months ending February 28, 2022. The information contained in the detailed customer billing data included the account number, service address, service location (i.e., inside City, outside City), service type (i.e., water, sewer), customer type, meter size, number of dwelling units, the metered monthly usage, and the corresponding billed amount. A billing frequency analysis was performed on the customer billing data to substantiate the number of accounts, units, and the corresponding usage characteristics for each customer classification. To verify the results of the bill frequency analysis, revenues were first calculated based on the resulting customer data findings and the existing monthly user rates. This information was then compared to the revenues shown in the billing data itself. The calculated revenues from the bill frequency analysis were within 1% different from the revenues within the billing data. This revenue test validates the customer and characteristics of the data.

A review of the water customer data from the bill frequency analysis indicates that the City provides service to four distinctive customer groups as shown below:

- Single Family Residential;
- Master Metered Residential;
- Commercial; and
- Irrigation.

The following table provides a summary of the bill frequency analysis, including the number of customer accounts, units, annual metered consumption, and the average monthly consumption by customer group. The table also separates the customers by location.

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Table 1: FY 2022 Water Customer Statistics

Description [1]	Inside City	Outside City	Total
Single Family Residential			
Customer Accounts	7,147	2,902	10,049
Units/ERUs [2]	7,177	2,910	10,087
Annual Metered Gallons (1,000s)	253,332	99,984	353,316
Average Monthly Use (gallons)	2,900	2,900	2,900
Master Metered Residential			
Customer Accounts	41	18	59
Units/ERUs [2]	1,787	498	2,285
Annual Metered Gallons (1,000s)	62,399	12,620	75,019
Average Monthly Use (gallons)	2,900	2,100	2,700
Commercial			
Customer Accounts	811	61	872
Units/ERUs [2]	2,002	159	2,161
Annual Metered Gallons (1,000s)	248,338	11,433	259,771
Average Monthly Use (gallons)	10,300	6,000	10,000
Irrigation			
Customer Accounts	1,737	158	1,895
Units/ERUs [2]	2,178	180	2,358
Annual Metered Gallons (1,000s)	131,857	3,268	135,125
Average Monthly Use (gallons)	5,000	1,500	4,800
Total			
Customer Accounts	9,736	3,139	12,875
Units/ERUs [2]	13,144	3,747	16,891
Annual Metered Gallons (1,000s)	695,926	127,305	823,231
Average Monthly Use (gallons)	4,400	2,800	4,100

[1] Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

[2] Amounts represent dwelling units for master metered residential customers and 3/4-inch meter equivalents for all other customers.

As shown on the table above, the City served over 12,800 customer accounts during FY 2022 with an average monthly consumption of 4,100 gallons per unit/equivalent residential unit (ERU). The single family residential class, which represents the largest number of customer accounts for the water system, had an average monthly consumption of just under 3,000 gallons. Commercial customers used significantly more than the other customer classes within the water system, with an average monthly use per ERU of 10,000 gallons.

In addition to the review of historical customer statistics, the existing water rates were applied to these customer statistics in order to calculate historical water revenue by customer class. The table below distinguishes between the monthly base charges and the volumetric portion of water revenues. The revenues derived from the base charges comprise approximately 29% of total water system revenues. The remaining 71% of water revenues are derived from metered usage which can vary month to month due to a variety of circumstances including seasonal demand, weather, economic conditions, and other factors. The City's largest customer class, single family residential, generated approximately \$1.8 million in annual water revenues during the period analyzed which is approximately 44% of the total water system rate revenues.

(Remainder of page intentionally left blank)

Table 2: FY 2022 Water Rate Revenues

Description	Inside City	Outside City	Total
Single Family Residential			
Base Charges	\$490,900	\$249,000	\$739,900
Volumetric Charges	709,600	368,300	1,077,900
Total Charges	\$1,200,500	\$617,300	\$1,817,800
Master Metered Residential			
Base Charges	\$91,800	\$32,000	\$123,800
Volumetric Charges	159,100	40,300	199,400
Total Charges	\$250,900	\$72,300	\$323,200
Commercial			
Base Charges	\$136,900	\$13,600	\$150,500
Volumetric Charges	715,200	41,200	756,400
Total Charges	\$852,100	\$54,800	\$906,900
Irrigation			
Base Charges	\$149,000	\$15,400	\$164,400
Volumetric Charges	895,200	24,200	919,400
Total Charges	\$1,044,200	\$39,600	\$1,083,800
Total			
Base Charges	\$868,600	\$310,000	\$1,178,600
Volumetric Charges	2,479,100	474,000	2,953,100
Total Charges	\$3,347,700	\$784,000	\$4,131,700

Note: Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

Historical Sewer Customer Statistics

For the sewer system, detailed customer billing data for the 12 consecutive months ending February 28, 2022 was also relied on to establish the foundation of customers and average consumption characteristics. Based on the results of the billing frequency analysis, the following customer groups were identified as the City's sewer customers:

- Single Family Residential;
- Master Metered Residential;
- RV Park; and
- Commercial.

The table below provides the number of customers, units/ERUs, consumption, and the average monthly consumption by customer group for the period analyzed.

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Table 3: FY 2022 Sewer Customer Statistics

Description [1]	Inside City	Outside City	Total
Single Family Residential			
Customer Accounts	6,991	1,450	8,441
Units/ERUs [2]	6,999	1,454	8,453
Annual Metered Gallons (1,000s)	246,574	39,877	286,451
Average Monthly Use (gallons)	2,900	2,300	2,800
Master Metered Residential			
Customer Accounts	40	3	43
Units/ERUs [2]	1,964	95	2,059
Annual Metered Gallons (1,000s)	71,352	1,580	72,932
Average Monthly Use (gallons)	3,000	1,400	3,000
RV Park			
Customer Accounts	N/A	1	1
Units/ERUs [2]	N/A	358	358
Annual Metered Gallons (1,000s)	N/A	8,560	8,560
Average Monthly Use (gallons)	N/A	2,000	2,000
Commercial			
Customer Accounts	754	20	774
Units/ERUs [2]	1,823	61	1,884
Annual Metered Gallons (1,000s)	222,316	7,086	229,402
Average Monthly Use (gallons)	10,200	9,700	10,100
Total			
Customer Accounts	7,785	1,474	9,259
Units/ERUs [2]	10,786	1,968	12,754
Annual Metered Gallons (1,000s)	540,242	57,103	597,345
Average Monthly Use (gallons)	4,200	2,400	3,900

[1] Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

[2] Amounts represent dwelling units for master metered residential customers and 3/4-inch meter equivalents for all other customers.

For the sewer system, the City provided service to approximately 9,300 customer accounts and the average monthly use per unit/ERU for the entire sewer system was 3,900 gallons. The single family residential class, which is also the largest customer class for the sewer system, comprises approximately 91% of the customer accounts, 48% of the annual consumption, and the class averaged 2,800 gallons on a monthly basis during the period analyzed. Master metered residential represented over 40 customers accounts and approximately 2,100 dwelling units. Their average monthly usage during FY 2022 was slightly higher, relative to single family residential, at 3,000 gallons per unit.

The table below provides the revenues that were calculated based on the resulting customer data findings from the billing frequency analysis and the existing sewer rates.

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Table 4: FY 2022 Sewer Rate Revenues

Description	Inside City	Outside City	Total
Single Family Residential			
Base Charges	\$1,852,800	\$481,200	\$2,334,000
Volumetric Charges	1,679,200	339,400	2,018,600
Total Charges	\$3,532,000	\$820,600	\$4,352,600
Master Metered Residential			
Base Charges	\$390,100	\$23,600	\$413,700
Volumetric Charges	485,900	13,400	499,300
Total Charges	\$876,000	\$37,000	\$913,000
RV Park			
Base Charges	N/A	\$59,200	\$59,200
Volumetric Charges	N/A	72,800	72,800
Total Charges	N/A	\$132,000	\$132,000
Commercial			
Base Charges	\$482,600	\$20,200	\$502,800
Volumetric Charges	1,514,000	60,300	1,574,300
Total Charges	\$1,996,600	\$80,500	\$2,077,100
Total			
Base Charges	\$2,725,500	\$584,200	\$3,309,700
Volumetric Charges	3,679,100	485,900	4,165,000
Total Charges	\$6,404,600	\$1,070,100	\$7,474,700

Note: Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

As shown on the table above, approximately 44% of total sewer system rate revenues were derived from the monthly fixed base charges. The single family residential customer class generated approximately \$4.4 million in annual revenue during the period analyzed which represents 58% of the total annual sewer system rate revenue. Master metered residential sewer revenue was just under \$1 million, or 12% of the total sewer rate revenue.

Customer and Sales Forecast

The development of a forecast of sales, units/ERUs, and customers is necessary in the evaluation of the adequacy of water and sewer system rate levels. The billing frequency analysis provides historical actual data associated with the number of accounts and units together with the total metered consumption by customer class which will serve as the basis for the forecast of customers through FY 2028.

Pursuant to discussions with staff, reviewing historical growth, and maintaining a conservative approach to forecasting customer growth, an average annual growth rate of 2.2% is assumed for the water system through FY 2028. This growth rate equates to an average of 293 new customer accounts per year. A summary of the forecasted growth in customer accounts, units/ERUs, and total metered consumption for the water system is provided in Table 5 below with more detailed information provided in Exhibit 1.

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Table 5: Water Customer Forecast

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Customer Accounts	13,355	13,605	13,855	14,105	14,365	14,635
Units/ERUs	17,391	17,651	17,911	18,181	18,451	18,731
Annual Metered Consumption (1,000 gallons)	843,050	853,420	863,810	874,550	885,270	896,360
Avg. Monthly Consumption per Unit (gallons)	4,000	4,000	4,000	4,000	4,000	4,000

As shown in the table above, with an average annual increase of 2.2% per year, it is projected that the City will provide water service to over 14,600 customer accounts by FY 2028.

Table 6 below provides a summary of the forecast of customers and sales for the sewer system. Further detail on the sewer customer projections can be found in Exhibit 2 at the end of this report.

Table 6: Sewer Customer Forecast

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Customer Accounts	9,599	9,779	9,959	10,139	10,319	10,509
Units/ERUs	13,094	13,274	13,454	13,634	13,814	14,004
Annual Metered Consumption (1,000 gallons)	608,860	614,970	621,080	627,180	633,290	639,750
Avg. Monthly Consumption per Unit (gallons)	3,900	3,900	3,800	3,800	3,800	3,800

Revenue from Existing Rates

The projection of customers, units/ERUs and consumption discussed in this section serves as the basis for the water and sewer revenue forecast. By applying the adopted monthly user rates to the customer statistics, the expected operating revenue from existing rates for each year can be calculated. The forecast schedule of operating revenue from rates for the water and sewer systems are shown on Table 7 and Table 8 below.

Table 7: Water Revenue Forecast at Existing Rates

Fiscal Year [1]	Base Charge Revenue	Volumetric Charge Revenue	Total Revenue
2023	\$1,214,700	\$3,033,700	\$4,248,400
2024	\$1,233,700	\$3,077,000	\$4,310,700
2025	\$1,252,500	\$3,119,900	\$4,372,400
2026	\$1,271,900	\$3,164,000	\$4,435,900
2027	\$1,291,500	\$3,207,900	\$4,499,400
2028	\$1,311,800	\$3,253,300	\$4,565,100

[1] The revenue projections shown above are based on the existing water rates. Projected revenue under the proposed rates is summarized in Table 17 and Exhibit 10 at the end of this report.

Table 8: Sewer Revenue Forecast at Existing Rates

Fiscal Year [1]	Base Charge Revenue	Volumetric Charge Revenue	Total Revenue
2023	\$3,403,700	\$4,246,100	\$7,649,800
2024	\$3,453,300	\$4,289,100	\$7,742,400
2025	\$3,502,900	\$4,332,100	\$7,835,000
2026	\$3,552,600	\$4,375,100	\$7,927,700
2027	\$3,602,200	\$4,418,000	\$8,020,200
2028	\$3,654,500	\$4,463,500	\$8,118,000

[1] The revenue projections shown above are based on the existing sewer rates. Projected revenue under the proposed rates is summarized in Table 18 and Exhibit 11 at the end of this report.

Based on the forecasted customer growth and usage trends, the water and sewer revenues are projected to increase between 1.2 and 1.4% annually during the Forecast Period.

Section 3. Utility Revenue Sufficiency

General

The various components of cost associated with operating and maintaining a utility system, as well as the cost of financing the renewal and replacement of facilities and capital improvements for upgrades and expansion, are generally referred to as the utility revenue requirements and are accounted for on a cash basis. The sum of these cost components, after adjusting for other income and miscellaneous utility revenues, represents the net revenue requirements that must be funded from the utility rates. The projected revenue requirements include the various generalized cost components described below:

- Operating Expenses: These expenses include the cost of labor, insurance, electricity, chemicals, materials, supplies, administration, and other items necessary for the operation and maintenance of the utility system.
- Debt Service: Debt service includes the principal and interest on the City's current outstanding BB&T loan, state revolving fund (SRF) loans, and any other debt obligations payable from the net operating revenues of the utility system. As discussed further below, the projected revenue requirements also include the assumption that the City will issue additional debt during the six-year period to fund certain capital improvements.
- Other Revenue Requirements: This component of cost includes, in general, any ongoing capital improvements to be funded from rate revenue, transfers to reserves for future infrastructure rehabilitation, funding of certain capital projects on a pay-as-you-go basis, transfers to the City's General Fund, and other revenue requirements.

Principal Assumptions and Considerations

The projected revenue requirements are summarized in this section and are provided in more detail in the exhibits at the end of this report. The major assumptions, considerations and analyses that are included in the development of the projected revenue requirements are as follows:

1. The City Utility Fund's operating budget for FY 2023, and the actual historical expenditures from prior fiscal years served as the basis for expenditure projections. The various divisions in the budget are allocated between the water and sewer system based on a variety of factors including direct allocations to water and sewer, number and type of personnel, and allocations based on the number of customer accounts in each system. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirements component of the study, except for adjustments and assumptions as noted below.
2. The operating and maintenance expenditures budgeted for FY 2023 are projected for the remaining five years of the Forecast Period (i.e., through September 30, 2028). Non-operating expenditures have been adjusted to account for operating and other capital, debt service, and other expenditures separately. Schedules providing budget line-item detail of projected operating expenses are shown on Exhibits 7 and 8 at the end of this report. The primary assumptions associated with the projected operating expenses as developed for the Forecast Period are as follows:
 - a. Salaries and wages for existing budgeted positions are increased above budgeted amounts by 3.0% annually to reflect wage adjustments resulting from promotions and merit increases as well as cost

of living adjustments due to inflationary pressures. Health care expenditures (i.e., group health) are projected to increase by 5.0% annually, much faster than salaries and taxes due to recent trends in the industry.

- b. There are two additional personnel assumed to be hired in FY 2024: Distribution Operator and Collections Technician. The salaries and benefits for the new personnel have been factored into the forecast of operating and maintenance expenses. By FY 2028, these additional employees account for a total budget impact of approximately \$122,000. For forecast purposes, the costs for the Distribution Operator have been allocated to the water system, and the costs for the Collections Technician have been allocated to the sewer system.
 - c. Operating expenditures such as purchased power (electricity) and chemicals that generally correlate to water and wastewater flow levels are projected using a factor that accounts for both increases in annual flows as well as unit cost increases. The objective of this factor is to account for increases in demand, in addition to inflationary cost adjustments, that are the primary cost drivers for expenditures of this nature. During the Forecast Period, these expenditures are escalated between 3.5 – 4.3% per year.
 - d. Repair and maintenance related expenses are projected to increase above the budgeted levels by 3.0% per year. This factor is based on the historical annual increases derived from the Engineering News Record (ENR) construction cost index. The ENR index provides an annual average index of construction and material costs which can be measured year after year. The five and ten-year historical annual compound growth rate, based on the ENR index, was 4.0% and 3.5%, respectively.
 - e. Other expenditures such as professional services, supplies, telephone, uniforms, miscellaneous tools and equipment, and other operating costs are projected to increase above the budgeted levels by 2.5-3.0% per year to reflect anticipated general inflation. Assumptions for inflation were based on the Consumer Price Index as projected by the Congressional Budget Office as contained in *The Budget and Economic Outlook: 2023 to 2033* report published in February 2023 (the most recent update published at the time of this analysis).
 - f. The FY 2023 budget included \$500,000 of professional services within the Sewer Division. According to information obtained from the budget, these services are related to manhole geolocating and renewal of a wastewater treatment plant operating permit. Based on discussions with staff, some of the services are more one-time in nature and non-recurring. Therefore, the projected costs for this line item have been reduced to historical levels beyond FY 2023.
3. The Utility Fund transfers a portion of rate revenues to the City's General Fund which represents a financial return to the City's general government for the operation of the utility enterprise. Currently, the Utility Fund transfers 10.0% of annual rate revenues to the General Fund. For the forecast, these appropriations to the General Fund will continue at this same percentage. The total transfer from the water and sewer systems ranges between \$1.2 million - \$1.4 million per year over the Forecast Period. The transfer from each individual utility system is summarized on Exhibits 7 and 8.
 4. The capital expenditures planned over the next six years are based on the City Utility Fund's capital improvement program (CIP) provided by staff. The CIP identifies \$53.6 million in project expenditures through FY 2028 and comprises a variety of major additions, extensions, improvements, and rehabilitations of the utility systems. The costs of the CIP, as provided by staff, were reflected in today's dollar value for all six years of the plan. For the purposes of this analysis, the capital costs after FY 2023 were escalated by approximately 2.5% per year to account for rising costs and inflation. As shown in Exhibit 9 at the end of this report, the inflated CIP totals \$55.8 million in project expenditures through FY 2028.

With average expenditures of over \$9.3 million per year, a variety of funding sources will be needed for the CIP as the yearly average exceeds the revenues available from user rates after paying for operating expenses and existing debt service. There are several large projects in the CIP including water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements. Table 9 below illustrates the

anticipated funding sources for the CIP, which is fully funded from a combination of rate revenues (pay-as-you-go capital) and reserves, capacity fees, grants, and the issuance of new debt.

Table 9: Projected Six-Year CIP Funding Sources

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Water Revenues	\$1,213,000	\$927,000	\$1,108,700	\$973,900	\$1,164,600	\$1,250,700	\$6,637,900
Sewer Revenues	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200	8,437,700
Utility Operating Reserves	1,450,000	154,500	316,700	0	0	284,200	2,205,400
Capacity Fees	5,100,000	257,500	2,111,500	0	0	0	7,469,000
Water SRF Debt	0	5,459,000	0	0	0	0	5,459,000
Sewer SRF Debt [2]	1,650,000	4,995,500	1,055,800	4,328,600	2,218,400	1,136,900	15,385,200
Grants	8,150,000	1,030,000	1,055,800	0	0	0	10,235,800
Total Funding Sources	\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

[1] Full 6-year CIP with project descriptions shown on Exhibit 9.

[2] Sewer SRF debt includes the issuance of two separate loans as detailed in the assumptions below.

- As of September 30, 2022, the City had five outstanding debt obligations payable from the net revenues of the utility system. The Clean Water SRF Loan WW805020 (SRF Loan WW805020) and the Clean Water SRF Loan WW805030 (SRF Loan WW805030) relate to the 2008 expansion of the wastewater treatment plant. Both debt issuances are set to mature in FY 2028. The Series 2016 BB&T Lease (Series 2016 Lease) is related to the upgrade of the City's AMI metering system and is set to mature in FY 2026. The City recently issued the Clean Water SRF Loan WW510531 (SRF Loan WW510531) and the Clean Water SRF Loan WW510550 (SRF Loan WW510550). The SRF Loan WW510531 funded advanced wastewater treatment plant upgrades and the SRF Loan WW510550 funded a reclaimed water main extension. The total annual debt service requirement on the outstanding debt is approximately \$2.3 million through FY 2026, and approximately \$1.6 million annually through the end of the Forecast Period. Each of the outstanding debt obligations is allocated between water and sewer for forecasting purposes. The SRF loans are allocated entirely to the sewer system, while the Series 2016 Lease is allocated based on the number of water and sewer customer accounts.
- A portion of the six-year CIP is assumed to be funded from proceeds obtained from the issuance of additional debt. Debt funding can provide significant advantages by spreading out the cost of major capital programs over ten or more years, which reduces the burden on existing customers and shares the debt repayment on future customers that benefit from such improvements or expansions. This study assumes one Drinking Water SRF loan and two Clean Water SRF loans. The loan costs, funding assumptions and annual debt service requirements are provided on the table below. To accurately review the revenue sufficiency for the water and sewer systems separately, each of the new debt obligations have been allocated based on the use of project funds for each obligation.

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Table 10: New Debt Assumptions

Description	2023 Clean Water SRF Loan	2024 Drinking Water SRF Loan	2026 Clean Water SRF Loan
Project Funds Available from Loan Proceeds	\$7,701,300	\$5,459,000	\$7,683,900
Issuance Cost [1]	158,600	110,700	157,400
Capitalized Interest [2]	228,900	75,700	186,900
Total Loan Principal	\$8,088,800	\$5,645,400	\$8,028,200
Term of Issue (Years)	20	20	20
Interest Rate	2.00%	3.00%	2.50%
Assumed Issue Date	April 1, 2023	October 1, 2023	October 1, 2025
Assumed First Payment Date	October 1, 2025	October 1, 2024	October 1, 2027
Annual Debt Service Requirement	\$494,700	\$379,500	\$515,000

[1] Issuance costs calculated as 2.0% of Project Funds plus Capitalized Interest.

[2] Three years of capitalized interest is assumed on the 2023 Clean Water SRF Loan, one year of capitalized interest is assumed on the 2024 Drinking Water SRF Loan, and two years of capitalized interest is assumed on the 2026 Clean Water SRF Loan. Capitalized interest delays the date of the first debt service payment.

- An important component of the evaluation of the utility system is the resulting liquidity and cash reserve balance of the utility. Available operating reserves represent the cash that is considered unrestricted and available to meet day-to-day funding needs as well as to be able to provide funds to meet any unexpected emergencies requiring immediate financial resources. Based on prudent utility business principles and discussions with City staff, the equivalent of six months (180 days) of operation and maintenance expenses is targeted as the minimum levels of unrestricted utility operating reserves to be maintained during the Forecast Period. As shown on the table below, the unrestricted utility operating reserves are slightly below the minimum target balance by the end of the Forecast Period. The water and sewer capacity fee fund fluctuates throughout the six-year period as they are being increased by new growth paying capacity fees and decreased as it is being used to fund certain growth-related CIP projects.

Table 11: Projected Fund Balances

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Utility Operating Reserve [2]	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419	\$4,250,914
<i>Minimum Target Balance (6 months O&M)</i>	<i>\$4,044,100</i>	<i>\$4,000,600</i>	<i>\$3,912,300</i>	<i>\$4,040,700</i>	<i>\$4,172,900</i>	<i>\$4,310,300</i>
Water & Sewer Utility Capacity Fees [3]	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655	\$3,085,855

[1] Detailed utility fund balance projections provided on Exhibit 13.

[2] Amounts represent balance at the end of each fiscal year and include revenues from projected rate increases discussed further below.

[3] Amounts represent balance at the end of each fiscal year.

- The City collects other operating revenues from miscellaneous charges for specific customer services such as reclaimed water charges, scrap sales, and other miscellaneous revenues. These miscellaneous revenues are available to reduce the amount of revenue requirements needed to be collected from the monthly water and sewer user rates. The miscellaneous revenues are projected to remain constant at the FY 2023 budget level for the remainder of the Forecast Period. Interest income is also recognized as an available revenue source to fund utility expenditures. These miscellaneous utility revenues are provided in the FY 2023 budget and are projected to remain at the 2023 budget level for the remainder of the Forecast Period.
- Capacity fees are a one-time charge to new development for growth-related capital investment. The residential water capacity fee is currently \$1,140 and the residential sewer capacity fee is \$2,400. Revenue from capacity fees is typically used to directly fund capital expansion related to growth or to fund the debt

service for growth-related capital projects. Based on the customer forecast outlined in Section 2 of this report, the collection of water and sewer capacity fees during the Forecast Period is anticipated to average approximately \$783,000 per year. Since such revenues are not recurring, the utility system should not be too reliant on these fees to meet its capital expansion costs.

Revenue Requirements Summary

The projected net revenue requirements for the water system during the Forecast Period, less miscellaneous revenues, are summarized on the following table.

Table 12: Projected Water Net Revenue Requirements

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Debt Service	427,990	427,990	807,490	807,490	379,500	379,500
Capital from Rates	1,213,000	927,000	1,108,700	973,900	1,164,600	1,250,700
Gross Revenue Requirements	\$5,015,090	\$4,893,990	\$5,316,190	\$5,292,990	\$5,170,500	\$5,375,800
Less: Miscellaneous Revenues	27,120	27,120	27,120	27,120	27,120	27,120
Net Revenue Requirements	\$4,987,970	\$4,866,870	\$5,289,070	\$5,265,870	\$5,143,380	\$5,348,680

[1] The projected revenue requirements for the water system over the Forecast Period is detailed on Exhibit 10 at the end of this report.

As can be seen on the table above, the water net revenue requirements fluctuate throughout the Forecast Period. Operating expenses are increasing primarily due to inflationary pressures and additional staffing. Existing annual debt service requirements allocated to the water system are reduced after FY 2026 with the maturity of the Series 2016 Lease. The remaining debt service is related to the projection of new debt from the 2024 Drinking Water SRF Loan. Water pay-as-you-go for capital improvements (i.e., Capital from Rates) depend on the timing and costs of the CIP.

The projected net revenue requirements for the sewer system, net of miscellaneous revenue sources, are summarized on the table below:

Table 13: Projected Sewer Net Revenue Requirements

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Expenses	\$4,714,100	\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900
Debt Service	1,871,628	1,871,628	1,871,628	2,366,328	2,056,404	2,571,404
Capital from Rates	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200
Gross Revenue Requirements	\$7,880,728	\$7,822,228	\$7,795,528	\$8,283,228	\$8,162,304	\$8,867,504
Less: Miscellaneous Revenues	66,095	66,080	66,080	66,080	66,080	66,080
Net Revenue Requirements	\$7,814,633	\$7,756,148	\$7,729,448	\$8,217,148	\$8,096,224	\$8,801,424

[1] The projected revenue requirements for the sewer system over the Forecast Period is detailed on Exhibit 11 at the end of this report.

In similar context to the operating expenses for the water system, the sewer system is also anticipated to experience cost escalations due to inflationary pressures. The decrease shown in FY 2024 is primarily due to the reduction in professional services costs within the Sewer Division. Annual debt service on the sewer system includes both existing and projected new debt. Sewer pay-as-you-go for capital improvements (i.e., Capital from Rates) depend on the timing and costs of the CIP.

Sufficiency of Existing Utility Rate Revenues

As shown in the table below, the projected revenues from existing water rates calculated in Section 2 above are compared to the water net revenue requirements outlined on Table 12. Under existing water rate levels, the revenues

generated are anticipated to not meet the net revenue requirements throughout the Forecast Period. As a result of the deficiencies, water rate adjustments are projected as shown later in this section.

Table 14: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Net Revenue Requirements [2]	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$556,170)	(\$916,670)	(\$829,970)	(\$643,980)	(\$783,580)

[1] Obtained from Table 7.

[2] Obtained from Table 12.

The existing sewer rates are also forecast to be deficient for the majority of the Forecast Period. The annual deficiency ranges from approximately \$13,000 to over \$600,000 during the forecast. As a result of these deficiencies, sewer rate adjustments are projected as shown in Table 16 below.

Table 15: Sewer Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Net Revenue Requirements [2]	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	(\$13,748)	\$105,552	(\$289,448)	(\$76,024)	(\$683,424)

[1] Obtained from Table 8.

[2] Obtained from Table 13.

Sufficiency of Projected Utility Rate Revenues

As previously discussed, the existing rates will not be sufficient to support the net revenue requirements forecast. Additionally, if the rates are not sufficient to support the net revenue requirements, then the fund balances and funding available to complete the CIP will not be sufficient. Based on conversations with staff, consumer price index (CPI) level adjustments are being considered for the monthly water and sewer rates. The table below illustrates the projected CPI percentages that are based on data provided in *The Budget and Economic Outlook: 2023 to 2033* report published by the Congressional Budget Office:

Table 16: Annual Rate Adjustments

Fiscal Year	Water [1]	Sewer [1]
2023	0.0%	0.0%
2024	3.0%	3.0%
2025	2.5%	2.5%
2026	2.5%	2.5%
2027	2.5%	2.5%
2028	2.5%	2.5%

[1] Overall rate revenues to increase by percentages shown above.

Assuming the rate adjustments as shown on Table 16 are implemented beginning October 1, 2023, and then each ensuing October 1, the following tables provide an illustration of the projected revenue sufficiency for each of the utility systems over the Forecast Period.

Table 17: Water Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Requirements	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

[1] The detailed projected revenue sufficiency for the water system over the Forecast Period can be found in Exhibit 10.

Table 18: Sewer Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Requirements	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

[1] The detailed projected revenue sufficiency for the sewer system over the Forecast Period can be found in Exhibit 11.

Debt Service Coverage

Financial indicators are useful tools and metrics that can be used by a utility system to evaluate operational performance, monitor trends, and can provide staff and management with decision-making tools. Many cash flow and liquidity ratios are generally used by bond rating agencies when evaluating a utility for a bond rating. It should be stressed that financial indicators do not tell the whole story when it comes to utility operations and performance but provide specific data points to be used in conjunction with many other factors. When reviewing utility statistics, it is prudent to also consider the age of a utility's assets, the major capital needs of the system, the stability of rate revenues, etc. The section below provides a brief discussion on the appropriate debt service coverage ratios required along with a review of the debt service coverage levels achieved during the Forecast Period.

Debt service coverage is a key financial indicator and a minimum ratio that is typically required as a covenant established with the issuance of utility debt. Most utilities have some form of borrowed money that they are required to repay at an agreed upon interest rate. To ensure that a system can handle the repayment amount with interest and continue to operate normally, a loan issuer will establish a coverage ratio whereby net revenue divided by annual debt service requirements will yield a number higher than 1.00 (usually ranging from 1.15 to 1.25). The minimum annual debt service coverage requirement set forth in the City's Clean Water SRF Loan agreements is 1.15x. As shown on the table below, and detailed on Exhibit 12, under the projected rate increases and the issuance of new debt outlined earlier in this section, the projected debt service coverages exceed the minimum requirement each year of the Forecast Period.

Table 19: Projected Debt Service Coverage

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Net Revenue	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Capacity Fees	1,283,400	671,400	671,400	671,400	682,800	718,200
Available for Debt Service	\$5,186,615	\$5,178,200	\$5,828,100	\$6,062,500	\$6,316,900	\$6,610,700
Debt Service Requirement	\$1,561,704	\$1,561,704	\$1,941,204	\$2,435,904	\$2,435,904	\$2,950,904
Coverage Ratio Achieved (Min. Required = 1.15x)	3.32	3.32	3.00	2.49	2.59	2.24

[1] The detailed projected debt service coverage for the utility system over the Forecast Period can be found in Exhibit 12.

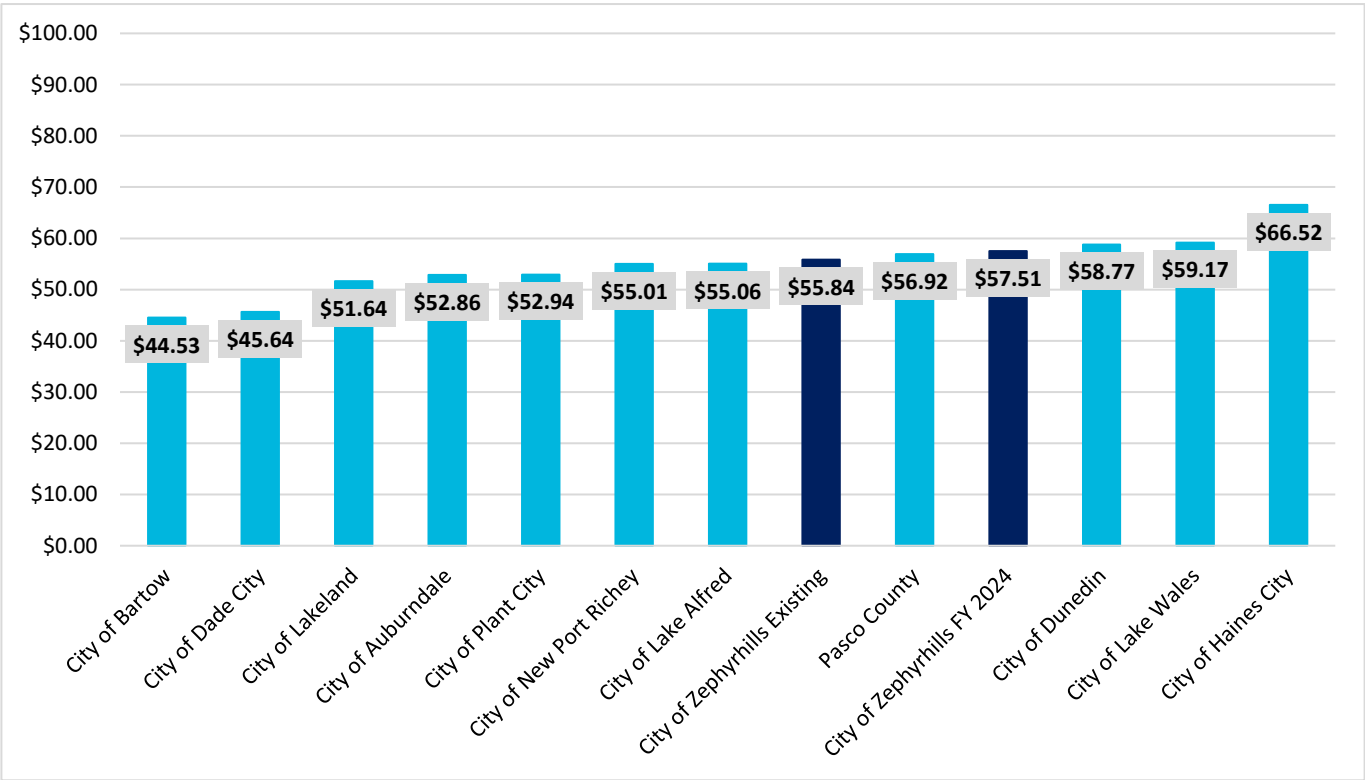
Comparison to Other Local Utilities

A common analysis reviewed by utility providers is how their rates compare to those of other neighboring utilities. The following figure compares the City’s existing and proposed FY 2024 water and sewer bill to that of other local utility providers. When making comparisons of rates between different utilities, several factors may influence the rate levels being charged. These factors include but are not limited to:

- Size of customer base or overall economies of scale with other utility services;
- Level of treatment and effluent disposal methods;
- Plant age, capacity utilization, grant and other outside funding sources;
- General fund and administrative fee transfers to municipal or County governments;
- Bond covenants and funding requirements of the rates; and
- Specific rate structure attributes for each customer class and usage level.

Since the inside City 3/4-inch single family residential customer class represents a majority of the City’s customer base, the comparison below will focus on this class. At 3,000 gallons of consumption, the City’s water and sewer bills for this customer class are slightly above the average of the other local communities’ bill of \$54.46. Under the proposed FY 2024 rates, the customer will see an increase of \$1.67 from \$55.84 to \$57.51.

Figure 1: 3/4-Inch Inside City Single Family Residential Water & Sewer Rate Comparison (3,000 Gallons)



EXHIBITS

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Customer Projections

Description	Estimated	Growth	Projected Fiscal Year					
	2022	Scenario	2023	2024	2025	2026	2027	2028
Single Family Residential (Inside City)								
Customer Growth		Normal	290	150	150	150	160	160
ERU Growth			290	150	150	160	160	160
Average Monthly Customers	7,147		7,437	7,587	7,737	7,887	8,047	8,207
Average Monthly ERUs	7,177		7,467	7,617	7,767	7,927	8,087	8,247
Annual Metered Gallons (000s)	253,332		263,570	268,860	274,160	279,810	285,450	291,100
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Single Family Residential (Outside City)								
Customer Growth		Normal	120	60	60	60	60	70
ERU Growth			120	60	60	60	60	70
Average Monthly Customers	2,902		3,022	3,082	3,142	3,202	3,262	3,332
Average Monthly ERUs	2,910		3,030	3,090	3,150	3,210	3,270	3,340
Annual Metered Gallons (000s)	99,984		104,110	106,170	108,230	110,290	112,350	114,760
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Master Metered Residential (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	41		41	41	41	41	41	41
Average Monthly Units	1,787		1,787	1,787	1,787	1,787	1,787	1,787
Annual Metered Gallons (000s)	62,399		62,400	62,400	62,400	62,400	62,400	62,400
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Master Metered Residential (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	18		18	18	18	18	18	18
Average Monthly Units	498		498	498	498	498	498	498
Annual Metered Gallons (000s)	12,620		12,620	12,620	12,620	12,620	12,620	12,620
Average Metered per Unit	2.1	Normal	2.1	2.1	2.1	2.1	2.1	2.1
Commercial (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	811		811	811	811	811	811	811
Average Monthly ERUs	2,002		2,002	2,002	2,002	2,002	2,002	2,002
Annual Metered Gallons (000s)	248,338		248,340	248,340	248,340	248,340	248,340	248,340
Average Metered per Unit	10.3	Normal	10.3	10.3	10.3	10.3	10.3	10.3
Commercial (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	61		61	61	61	61	61	61
Average Monthly ERUs	159		159	159	159	159	159	159
Annual Metered Gallons (000s)	11,433		11,430	11,430	11,430	11,430	11,430	11,430
Average Metered per Unit	6.0	Normal	6.0	6.0	6.0	6.0	6.0	6.0
Subtotal Inside City Excluding Irrigation								
Customer Growth			290	150	150	150	160	160
Unit Growth			290	150	150	160	160	160
Average Monthly Customers	7,999		8,289	8,439	8,589	8,739	8,899	9,059
Average Monthly Units	10,966		11,256	11,406	11,556	11,716	11,876	12,036
Annual Metered Gallons (000s)	564,069		574,310	579,600	584,900	590,550	596,190	601,840
Average Metered per Unit	4.3		4.3	4.2	4.2	4.2	4.2	4.2

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Customer Projections

	Estimated	Growth	Projected Fiscal Year					
Description	2022	Scenario	2023	2024	2025	2026	2027	2028
Subtotal Outside City Excluding Irrigation								
Customer Growth			120	60	60	60	60	70
Unit Growth			120	60	60	60	60	70
Average Monthly Customers	2,981		3,101	3,161	3,221	3,281	3,341	3,411
Average Monthly Units	3,567		3,687	3,747	3,807	3,867	3,927	3,997
Annual Metered Gallons (000s)	124,037		128,160	130,220	132,280	134,340	136,400	138,810
Average Metered per Unit	2.9		2.9	2.9	2.9	2.9	2.9	2.9
Irrigation (Inside City)								
Customer Growth		Normal	70	40	40	40	40	40
ERU Growth			90	50	50	50	50	50
Average Monthly Customers	1,737		1,807	1,847	1,887	1,927	1,967	2,007
Average Monthly ERUs	2,178		2,268	2,318	2,368	2,418	2,468	2,518
Annual Metered Gallons (000s)	131,857		137,310	140,330	143,360	146,390	149,410	152,440
Average Metered per Unit	5.0	Normal	5.0	5.0	5.0	5.0	5.0	5.0
Irrigation (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	158		158	158	158	158	158	158
Average Monthly ERUs	180		180	180	180	180	180	180
Annual Metered Gallons (000s)	3,268		3,270	3,270	3,270	3,270	3,270	3,270
Average Metered per Unit	1.5	Normal	1.5	1.5	1.5	1.5	1.5	1.5
Total Water System								
Customer Growth			480	250	250	250	260	270
Unit Growth			500	260	260	270	270	280
Average Monthly Customers	12,875		13,355	13,605	13,855	14,105	14,365	14,635
Average Monthly Units	16,891		17,391	17,651	17,911	18,181	18,451	18,731
Annual Metered Gallons (000s)	823,231		843,050	853,420	863,810	874,550	885,270	896,360
Average Metered per Unit	4.1		4.0	4.0	4.0	4.0	4.0	4.0
Water Production								
Annual Water Production Gallons (000s)	880,347		902,000	913,000	924,000	935,000	947,000	959,000
Millions of Gallons per day (MGD)	2.412		2.471	2.501	2.532	2.562	2.595	2.627
Unbilled Annual Gallons (000s)	57,116		58,950	59,580	60,190	60,450	61,730	62,640
Unbilled Water Percentage	6.49%	Normal	6.49%	6.49%	6.49%	6.49%	6.49%	6.49%

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Customer Projections

	Estimated	Growth	Projected Fiscal Year					
Description	2022	Scenario	2023	2024	2025	2026	2027	2028
Single Family Residential (Inside City)								
Customer Growth		Normal	280	150	150	150	150	160
ERU Growth			280	150	150	150	150	160
Average Monthly Customers	6,991		7,271	7,421	7,571	7,721	7,871	8,031
Average Monthly ERUs	6,999		7,279	7,429	7,579	7,729	7,879	8,039
Annual Metered Gallons (000s)	246,574		256,440	261,720	267,010	272,290	277,580	283,210
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Single Family Residential (Outside City)								
Customer Growth		Normal	60	30	30	30	30	30
ERU Growth			60	30	30	30	30	30
Average Monthly Customers	1,450		1,510	1,540	1,570	1,600	1,630	1,660
Average Monthly ERUs	1,454		1,514	1,544	1,574	1,604	1,634	1,664
Annual Metered Gallons (000s)	39,877		41,520	42,350	43,170	43,990	44,810	45,640
Average Metered per Unit	2.3	Normal	2.3	2.3	2.3	2.3	2.3	2.3
Master Metered Residential (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	40		40	40	40	40	40	40
Average Monthly Units	1,964		1,964	1,964	1,964	1,964	1,964	1,964
Annual Metered Gallons (000s)	71,352		71,350	71,350	71,350	71,350	71,350	71,350
Average Metered per Unit	3.0	Normal	3.0	3.0	3.0	3.0	3.0	3.0
Master Metered Residential (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	3		3	3	3	3	3	3
Average Monthly Units	95		95	95	95	95	95	95
Annual Metered Gallons (000s)	1,580		1,580	1,580	1,580	1,580	1,580	1,580
Average Metered per Unit	1.4	Normal	1.4	1.4	1.4	1.4	1.4	1.4
RV Park (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	1		1	1	1	1	1	1
Average Monthly Units	358		358	358	358	358	358	358
Annual Metered Gallons (000s)	8,560		8,560	8,560	8,560	8,560	8,560	8,560
Average Metered per Unit	2.0	Normal	2.0	2.0	2.0	2.0	2.0	2.0
Commercial (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	754		754	754	754	754	754	754
Average Monthly ERUs	1,823		1,823	1,823	1,823	1,823	1,823	1,823
Annual Metered Gallons (000s)	222,316		222,320	222,320	222,320	222,320	222,320	222,320
Average Metered per Unit	10.2	Normal	10.2	10.2	10.2	10.2	10.2	10.2
Commercial (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	20		20	20	20	20	20	20
Average Monthly ERUs	61		61	61	61	61	61	61
Annual Metered Gallons (000s)	7,086		7,090	7,090	7,090	7,090	7,090	7,090
Average Metered per Unit	9.7	Normal	9.7	9.7	9.7	9.7	9.7	9.7

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Customer Projections

	Estimated	Growth	Projected Fiscal Year					
Description	2022	Scenario	2023	2024	2025	2026	2027	2028
Subtotal Inside City								
Customer Growth			280	150	150	150	150	160
Unit Growth			280	150	150	150	150	160
Average Monthly Customers	7,785		8,065	8,215	8,365	8,515	8,665	8,825
Average Monthly Units	10,786		11,066	11,216	11,366	11,516	11,666	11,826
Annual Metered Gallons (000s)	540,242		550,110	555,390	560,680	565,960	571,250	576,880
Average Metered per Unit	4.2		4.1	4.1	4.1	4.1	4.1	4.1
Subtotal Outside City								
Customer Growth			60	30	30	30	30	30
Unit Growth			60	30	30	30	30	30
Average Monthly Customers	1,474		1,534	1,564	1,594	1,624	1,654	1,684
Average Monthly Units	1,968		2,028	2,058	2,088	2,118	2,148	2,178
Annual Metered Gallons (000s)	57,103		58,750	59,580	60,400	61,220	62,040	62,870
Average Metered per Unit	2.4		2.4	2.4	2.4	2.4	2.4	2.4
Total Sewer System								
Customer Growth			340	180	180	180	180	190
Unit Growth			340	180	180	180	180	190
Average Monthly Customers	9,259		9,599	9,779	9,959	10,139	10,319	10,509
Average Monthly Units	12,754		13,094	13,274	13,454	13,634	13,814	14,004
Annual Metered Gallons (000s)	597,345		608,860	614,970	621,080	627,180	633,290	639,750
Average Metered per Unit	3.9		3.9	3.9	3.8	3.8	3.8	3.8
Annual Treated Gallons at WRF (000s)	611,740		623,530	629,790	636,050	642,300	648,560	655,180
Million Gallons per Day	1.676		1.708	1.725	1.743	1.760	1.777	1.795

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Base Charge Revenue							
Single Family - Inside City	\$490,900	\$510,700	\$521,000	\$531,300	\$542,200	\$553,200	\$564,100
Single Family - Outside City	249,000	259,200	264,400	269,500	274,600	279,800	285,800
Master Metered - Inside City	91,800	91,800	91,800	91,800	91,800	91,800	91,800
Master Metered - Outside City	32,000	32,000	32,000	32,000	32,000	32,000	32,000
Commercial - Inside City	136,900	136,900	136,900	136,900	136,900	136,900	136,900
Commercial - Outside City	13,600	13,600	13,600	13,600	13,600	13,600	13,600
Irrigation - Inside City	149,000	155,100	158,600	162,000	165,400	168,800	172,200
Irrigation - Outside City	15,400	15,400	15,400	15,400	15,400	15,400	15,400
Total Base Charge Revenue	\$1,178,600	\$1,214,700	\$1,233,700	\$1,252,500	\$1,271,900	\$1,291,500	\$1,311,800
Volumetric Revenue							
Block 1							
Single Family - Inside City	\$561,300	\$584,000	\$595,800	\$607,500	\$620,000	\$632,500	\$645,000
Single Family - Outside City	264,300	275,200	280,700	286,100	291,500	296,900	303,300
Master Metered - Inside City	159,100	159,100	159,100	159,100	159,100	159,100	159,100
Master Metered - Outside City	40,300	40,300	40,300	40,300	40,300	40,300	40,300
Commercial - Inside City	715,200	715,200	715,200	715,200	715,200	715,200	715,200
Commercial - Outside City	41,200	41,100	41,100	41,100	41,100	41,100	41,100
Irrigation - Inside City	522,300	543,900	555,900	567,900	580,000	591,900	604,000
Irrigation - Outside City	20,100	20,200	20,200	20,200	20,200	20,200	20,200
Total Block 1	\$2,323,800	\$2,379,000	\$2,408,300	\$2,437,400	\$2,467,400	\$2,497,200	\$2,528,200
Block 2							
Single Family - Inside City	\$102,700	\$106,800	\$109,000	\$111,100	\$113,400	\$115,700	\$118,000
Single Family - Outside City	58,300	60,800	62,000	63,200	64,400	65,600	67,000
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	69,000	71,800	73,400	75,000	76,600	78,200	79,800
Irrigation - Outside City	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Total Block 2	\$231,200	\$240,600	\$245,600	\$250,500	\$255,600	\$260,700	\$266,000
Block 3							
Single Family - Inside City	\$22,400	\$23,300	\$23,800	\$24,300	\$24,800	\$25,300	\$25,800
Single Family - Outside City	18,900	19,700	20,100	20,500	20,900	21,300	21,800
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	303,900	316,400	323,300	330,300	337,200	344,200	351,100
Irrigation - Outside City	2,900	2,800	2,800	2,800	2,800	2,800	2,800
Total Block 3	\$348,100	\$362,200	\$370,000	\$377,900	\$385,700	\$393,600	\$401,500
Block 4							
Single Family - Inside City	\$9,200	\$9,500	\$9,700	\$9,800	\$10,100	\$10,300	\$10,500
Single Family - Outside City	10,000	10,400	10,600	10,800	11,000	11,200	11,400
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	0	0	0	0	0	0	0
Irrigation - Outside City	0	0	0	0	0	0	0
Total Block 4	\$19,200	\$19,900	\$20,300	\$20,600	\$21,100	\$21,500	\$21,900

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Block 5							
Single Family - Inside City	\$14,000	\$14,500	\$14,900	\$15,200	\$15,500	\$15,800	\$16,200
Single Family - Outside City	16,800	17,500	17,900	18,300	18,700	19,100	19,500
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	0	0	0	0	0	0	0
Irrigation - Outside City	0	0	0	0	0	0	0
Total Block 5	\$30,800	\$32,000	\$32,800	\$33,500	\$34,200	\$34,900	\$35,700
Total Volumetric Revenue by Class							
Single Family - Inside City	\$709,600	\$738,100	\$753,200	\$767,900	\$783,800	\$799,600	\$815,500
Single Family - Outside City	368,300	383,600	391,300	398,900	406,500	414,100	423,000
Master Metered - Inside City	159,100	159,100	159,100	159,100	159,100	159,100	159,100
Master Metered - Outside City	40,300	40,300	40,300	40,300	40,300	40,300	40,300
Commercial - Inside City	715,200	715,200	715,200	715,200	715,200	715,200	715,200
Commercial - Outside City	41,200	41,100	41,100	41,100	41,100	41,100	41,100
Irrigation - Inside City	895,200	932,100	952,600	973,200	993,800	1,014,300	1,034,900
Irrigation - Outside City	24,200	24,200	24,200	24,200	24,200	24,200	24,200
Total Volumetric Revenue	\$2,953,100	\$3,033,700	\$3,077,000	\$3,119,900	\$3,164,000	\$3,207,900	\$3,253,300
Total Water Revenue by Class							
Single Family - Inside City	\$1,200,500	\$1,248,800	\$1,274,200	\$1,299,200	\$1,326,000	\$1,352,800	\$1,379,600
Single Family - Outside City	617,300	642,800	655,700	668,400	681,100	693,900	708,800
Master Metered - Inside City	250,900	250,900	250,900	250,900	250,900	250,900	250,900
Master Metered - Outside City	72,300	72,300	72,300	72,300	72,300	72,300	72,300
Commercial - Inside City	852,100	852,100	852,100	852,100	852,100	852,100	852,100
Commercial - Outside City	54,800	54,700	54,700	54,700	54,700	54,700	54,700
Irrigation - Inside City	1,044,200	1,087,200	1,111,200	1,135,200	1,159,200	1,183,100	1,207,100
Irrigation - Outside City	39,600	39,600	39,600	39,600	39,600	39,600	39,600
Total Water Revenue	\$4,131,700	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Sewer Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Base Charge Revenue							
Single Family - Inside City	\$1,852,800	\$1,926,900	\$1,966,600	\$2,006,300	\$2,046,000	\$2,085,700	\$2,128,100
Single Family - Outside City	481,200	501,100	511,000	520,900	530,900	540,800	550,700
Master Metered - Inside City	390,100	390,100	390,100	390,100	390,100	390,100	390,100
Master Metered - Outside City	23,600	23,600	23,600	23,600	23,600	23,600	23,600
RV Park - Outside City	59,200	59,200	59,200	59,200	59,200	59,200	59,200
Commercial - Inside City	482,600	482,600	482,600	482,600	482,600	482,600	482,600
Commercial - Outside City	20,200	20,200	20,200	20,200	20,200	20,200	20,200
Total Base Charge Revenue	\$3,309,700	\$3,403,700	\$3,453,300	\$3,502,900	\$3,552,600	\$3,602,200	\$3,654,500
Volumetric Revenue							
Block 1							
Single Family - Inside City	\$1,679,200	\$1,746,400	\$1,782,300	\$1,818,300	\$1,854,300	\$1,890,300	\$1,928,700
Single Family - Outside City	339,400	353,300	360,400	367,400	374,400	381,300	388,400
Master Metered - Inside City	485,900	485,900	485,900	485,900	485,900	485,900	485,900
Master Metered - Outside City	13,400	13,400	13,400	13,400	13,400	13,400	13,400
RV Park - Outside City	72,800	72,800	72,800	72,800	72,800	72,800	72,800
Commercial - Inside City	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000
Commercial - Outside City	60,300	60,300	60,300	60,300	60,300	60,300	60,300
Total Block 1	\$4,165,000	\$4,246,100	\$4,289,100	\$4,332,100	\$4,375,100	\$4,418,000	\$4,463,500
Total Volumetric Revenue by Class							
Single Family - Inside City	\$1,679,200	\$1,746,400	\$1,782,300	\$1,818,300	\$1,854,300	\$1,890,300	\$1,928,700
Single Family - Outside City	339,400	353,300	360,400	367,400	374,400	381,300	388,400
Master Metered - Inside City	485,900	485,900	485,900	485,900	485,900	485,900	485,900
Master Metered - Outside City	13,400	13,400	13,400	13,400	13,400	13,400	13,400
RV Park - Outside City	72,800	72,800	72,800	72,800	72,800	72,800	72,800
Commercial - Inside City	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000
Commercial - Outside City	60,300	60,300	60,300	60,300	60,300	60,300	60,300
Total Volumetric Revenue	\$4,165,000	\$4,246,100	\$4,289,100	\$4,332,100	\$4,375,100	\$4,418,000	\$4,463,500
Total Sewer Revenue by Class							
Single Family - Inside City	\$3,532,000	\$3,673,300	\$3,748,900	\$3,824,600	\$3,900,300	\$3,976,000	\$4,056,800
Single Family - Outside City	820,600	854,400	871,400	888,300	905,300	922,100	939,100
Master Metered - Inside City	876,000	876,000	876,000	876,000	876,000	876,000	876,000
Master Metered - Outside City	37,000	37,000	37,000	37,000	37,000	37,000	37,000
RV Park - Outside City	132,000	132,000	132,000	132,000	132,000	132,000	132,000
Commercial - Inside City	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600
Commercial - Outside City	80,500	80,500	80,500	80,500	80,500	80,500	80,500
Total Sewer Revenue	\$7,474,700	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Miscellaneous Revenue Projections

Description	Actual		Budgeted FY		Adjustments	Adjusted FY	Escalation	Projected FY						% Allocated To Water
	2020	2021	2022	2023		2023		2024	2025	2026	2027	2028	2029	
Water Meter Installation	\$244,368	\$419,918	\$0	\$0	\$0	\$0	Constant	\$0	\$0	\$0	\$0	\$0	\$0	100.0%
Water Connection Fees	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Water Extension Charges	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Sewer Connection Fees	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Sewer Extension Charges	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Reclaimed Water Charges	0	0	0	0	20,215	20,215	Constant	20,200	20,200	20,200	20,200	20,200	20,200	0.0%
Outside Services	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Interest Income Utility	27,991	9,459	20,000	10,000	0	10,000	Constant	10,000	10,000	10,000	10,000	10,000	10,000	36.0%
Interest Income Wa Conn	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Interest Income Sewer Conn	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Gain (Loss) On Fixed Assets	14,902	6,615	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Surplus Property Sales	10,530	12,871	10,000	10,000	(10,000)	0	Constant	0	0	0	0	0	0	50.0%
SCRAP Sales - Utility	5,957	4,462	6,000	6,000	0	6,000	Constant	6,000	6,000	6,000	6,000	6,000	6,000	50.0%
Contributions Fr Priv Sources	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Gain (Loss) Sale Of Investment	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Miscellaneous Revenue	193,015	63,168	57,000	57,000	0	57,000	Constant	57,000	57,000	57,000	57,000	57,000	57,000	36.0%
State Revolving Fund Proceeds	0	0	314,563	1,224,530	(1,224,530)	0	Constant	0	0	0	0	0	0	50.0%
Nestle Waters Settlement Agmt.	2,132,578	138,000	130,000	0	0	0	Constant	0	0	0	0	0	0	0.0%
Federal-Other Physical Env.	2,620,067	0	4,000,000	0	0	0	Constant	0	0	0	0	0	0	50.0%
Total	\$5,249,408	\$654,493	\$4,537,563	\$1,307,530	(\$1,214,315)	\$93,215		\$93,200	\$93,200	\$93,200	\$93,200	\$93,200	\$93,200	

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Utility Administration												
Personnel Services												
Salaries	\$125,838	\$136,084	\$135,501	\$137,666	\$148,682	\$0	\$148,682	Personnel	45.0%	55.0%	\$66,900	\$81,800
Fica Taxes	7,235	7,207	7,443	8,535	9,218	0	9,218	Personnel	45.0%	55.0%	4,100	5,100
Medicare Taxes	1,692	1,685	1,741	1,996	2,156	0	2,156	Personnel	45.0%	55.0%	1,000	1,200
Retirement Contributions	33,832	37,384	43,282	31,255	36,504	0	36,504	Personnel	45.0%	55.0%	16,400	20,100
Group Health	29,630	31,021	32,652	32,966	33,956	0	33,956	Personnel	45.0%	55.0%	15,300	18,700
Worker's Compensation	0	0	0	7,838	2,415	0	2,415	Personnel	45.0%	55.0%	1,100	1,300
E10 Sub Totals:	\$198,227	\$213,381	\$220,619	\$220,256	\$232,931	\$0	\$232,931				\$104,800	\$128,200
Operating Expenditures												
Professional Services	\$12,569	\$38,289	\$73,904	\$132,431	\$75,000	\$0	\$75,000	Personnel	45.0%	55.0%	\$33,800	\$41,300
Pro. Svcs. - Software & Support	0	0	46,660	90,140	104,339	0	104,339	Personnel	45.0%	55.0%	47,000	57,400
Contractual Services	1,974	1,409	25,078	127,474	120,000	0	120,000	Personnel	45.0%	55.0%	54,000	66,000
Telephone	646	658	690	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Freight and Postage Services	152	90	71	200	200	0	200	Personnel	45.0%	55.0%	100	100
Copy Machine Leases	1,200	1,200	1,278	1,200	1,400	0	1,400	Personnel	45.0%	55.0%	600	800
Property and Casualty Insurance	0	0	0	0	19,654	0	19,654	Personnel	45.0%	55.0%	8,800	10,800
Repair & Maint Vehicles	394	281	280	500	500	0	500	Personnel	45.0%	55.0%	200	300
Office Supplies	68	365	489	700	700	0	700	Personnel	45.0%	55.0%	300	400
Operating Supplies	128	857	484	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Gas & Oil	1,160	32,034	222	500	500	0	500	Personnel	45.0%	55.0%	200	300
Memberships/Dues	978	523	715	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Training	7,101	2,271	2,017	5,000	5,000	0	5,000	Personnel	45.0%	55.0%	2,300	2,800
Depreciation Expense	4,277	4,270	2,135	0	0	0	0	Personnel	45.0%	55.0%	0	0
E20 Sub Totals:	\$30,647	\$82,247	\$154,023	\$361,145	\$330,293	\$0	\$330,293				\$148,800	\$182,000
Capital Outlay												
Machinery and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Personnel	45.0%	55.0%	\$0	\$0
E40 Sub Totals:	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$0
Debt Service												
Loan Principal/Int Wwtp	\$215,437	\$195,322	\$174,778	\$1,317,076	\$1,427,352	(\$1,427,352)	\$0	Personnel	45.0%	55.0%	\$0	\$0
Loan Suntrust Bond Refinance	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Loan Wwtp Expan/Upgde	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
BB&T Fathom Loan	54,283	98,510	84,816	737,915	737,915	(737,915)	0	Personnel	45.0%	55.0%	0	0
Defer Bond Issue Cost/Loss	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Bond Issuance Cost	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
E50 Sub Totals:	\$269,720	\$293,832	\$259,594	\$2,054,991	\$2,165,267	(\$2,165,267)	\$0				\$0	\$0
Transfers												
Administrative Transfer Gf	\$1,001,200	\$1,037,026	\$1,237,898	\$1,372,755	\$1,203,481	\$0	\$1,203,481	Revenue	36.0%	64.0%	\$433,300	\$770,200
Admin Transfer-GF Special	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Adminstrative Transfer Af	176,850	176,850	176,850	234,850	234,850	0	234,850	Equal	50.0%	50.0%	117,400	117,400
Trf To Water Reuse Reserve	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Trf To Wa/Sw Connection Fees	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
PILOT	216,000	0	0	0	0	0	0	Revenue	36.0%	64.0%	0	0
E70 Sub Totals:	\$1,394,050	\$1,213,876	\$1,414,748	\$1,607,605	\$1,438,331	\$0	\$1,438,331				\$550,700	\$887,600
Reserves & Non-Operating Exp												
Undesigned Wwtp Loan Proc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Equal	50.0%	50.0%	\$0	\$0
Contingency	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve for Grant Match	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve Accumulated Hours	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Reserve for CBF	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Water Reuse	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Water Connection Fees	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Sewer Connection Fees	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Other Restricted Funds	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
E90 Sub Totals:	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Dept 3000 Sub Totals:	\$1,892,644	\$1,803,336	\$2,048,984	\$4,243,997	\$4,166,822	(\$2,165,267)	\$2,001,555				\$804,300	\$1,197,800
Utility Billing												
Personnel Services												
Salaries	\$128,358	\$158,394	\$169,954	\$193,655	\$186,131	\$0	\$186,131	Accounts	58.0%	42.0%	\$108,000	\$78,200
Overtime	405	306	321	500	500	0	500	Accounts	58.0%	42.0%	300	200
Fica Taxes	7,440	8,906	9,427	12,007	11,540	0	11,540	Accounts	58.0%	42.0%	6,700	4,800
Medicare Taxes	1,740	2,083	2,205	2,808	2,699	0	2,699	Accounts	58.0%	42.0%	1,600	1,100
Retirement Contributions	10,224	13,963	17,267	20,954	21,931	0	21,931	Accounts	58.0%	42.0%	12,700	9,200
Group Health	20,721	34,455	48,656	54,444	44,335	0	44,335	Accounts	58.0%	42.0%	25,700	18,600
Worker's Compensation	0	0	0	668	313	0	313	Accounts	58.0%	42.0%	200	100
E10 Sub Totals:	\$168,888	\$218,107	\$247,830	\$285,036	\$267,449	\$0	\$267,449				\$155,200	\$112,200
Operating Expenditures												
Medical Services	\$65	\$65	\$1,158	\$150	\$300	\$0	\$300	Accounts	58.0%	42.0%	\$200	\$100
Professional Services	5,381	8,081	0	0	10,000	0	10,000	Accounts	58.0%	42.0%	5,800	4,200
Contractual Services	651,758	1,008,762	758,883	750,000	650,000	0	650,000	Accounts	58.0%	42.0%	377,000	273,000
Processing Fees Credit Cards	120,820	108,658	116,622	130,000	135,000	0	135,000	Accounts	58.0%	42.0%	78,300	56,700
Telephone	760	1,708	1,152	1,500	2,500	0	2,500	Accounts	58.0%	42.0%	1,500	1,100
Freight and Postage Services	65	469	847	1,100	90,000	0	90,000	Accounts	58.0%	42.0%	52,200	37,800
Property and Casualty Insurance	0	0	0	0	10,993	0	10,993	Accounts	58.0%	42.0%	6,400	4,600
Copy Machine Leases	1,163	1,392	1,294	1,400	1,320	0	1,320	Accounts	58.0%	42.0%	800	600
Office Supplies	1,842	1,640	600	800	600	0	600	Accounts	58.0%	42.0%	300	300
Operating Supplies	786	654	392	600	600	0	600	Accounts	58.0%	42.0%	300	300
Software	0	0	0	100,000	0	0	0	Accounts	58.0%	42.0%	0	0
Training	0	0	0	1,700	3,000	0	3,000	Accounts	58.0%	42.0%	1,700	1,300
E20 Sub Totals:	\$782,640	\$1,131,429	\$880,948	\$987,250	\$904,313	\$0	\$904,313				\$524,500	\$380,000
Capital Outlay												
Machinery and Equipment	\$0	\$2,419	\$5,174	\$3,000	\$200,000	(\$200,000)	\$0	Accounts	58.0%	42.0%	\$0	\$0
E40 Sub Totals:	\$0	\$2,419	\$5,174	\$3,000	\$200,000	(\$200,000)	\$0				\$0	\$0
Dept 1300 Sub Totals:	\$951,528	\$1,351,955	\$1,133,952	\$1,275,286	\$1,371,762	(\$200,000)	\$1,171,762				\$679,700	\$492,200
Water												
Personnel Services												
Salaries	\$393,969	\$431,249	\$437,549	\$550,917	\$591,299	\$0	\$591,299	Water	100.0%	0.0%	\$591,300	\$0
Overtime	31,648	29,405	34,553	30,000	30,000	0	30,000	Water	100.0%	0.0%	30,000	0
Fica Taxes	26,216	26,727	27,857	34,157	36,661	0	36,661	Water	100.0%	0.0%	36,700	0
Medicare Taxes	6,131	6,251	6,515	7,988	8,574	0	8,574	Water	100.0%	0.0%	8,600	0
Retirement Contributions	138,719	152,963	194,349	58,853	68,791	0	68,791	Water	100.0%	0.0%	68,800	0
Group Health	170,701	190,975	215,464	250,154	232,217	0	232,217	Water	100.0%	0.0%	232,200	0
Worker's Compensation	0	0	0	19,792	20,677	0	20,677	Water	100.0%	0.0%	20,700	0
E10 Sub Totals:	\$767,384	\$837,570	\$916,287	\$951,861	\$988,219	\$0	\$988,219				\$988,300	\$0
Operating Expenditures												
Medical Services	\$262	\$88	\$332	\$200	\$200	\$0	\$200	Water	100.0%	0.0%	\$200	\$0
Laboratory Analysis	7,745	11,905	8,178	10,000	50,000	0	50,000	Water	100.0%	0.0%	50,000	0
Professional Services	69,241	114,906	89,321	165,088	150,000	0	150,000	Water	100.0%	0.0%	150,000	0
Contractual Services	48,162	8,676	52,468	60,000	95,000	0	95,000	Water	100.0%	0.0%	95,000	0
Water Tank Maintenance	22,590	22,590	23,832	30,000	40,000	0	40,000	Water	100.0%	0.0%	40,000	0
Property Tax	0	73	78	0	200	0	200	Water	100.0%	0.0%	200	0
Telephone	11,853	14,239	15,104	20,000	25,000	0	25,000	Water	100.0%	0.0%	25,000	0
Freight and Postage Services	124	158	71	500	500	0	500	Water	100.0%	0.0%	500	0
Electricity	115,407	110,206	118,810	140,000	140,000	0	140,000	Water	100.0%	0.0%	140,000	0
Water & Sewer Expense	152	2,405	1,845	200	200	0	200	Water	100.0%	0.0%	200	0
Refuse Removal	73	0	0	0	0	0	0	Water	100.0%	0.0%	0	0
Leases & Rentals	0	0	0	1,000	1,000	0	1,000	Water	100.0%	0.0%	1,000	0
Copy Machine Leases	269	518	385	500	500	0	500	Water	100.0%	0.0%	500	0
Property and Casualty Insurance	0	0	0	0	40,176	0	40,176	Water	100.0%	0.0%	40,200	0
Repair & Maint-Buildings	7,753	5,971	1,945	4,000	4,000	0	4,000	Water	100.0%	0.0%	4,000	0
Repair & Maint-Equipment	22,303	20,220	5,692	39,761	45,000	0	45,000	Water	100.0%	0.0%	45,000	0
Repair & Maint Vehicles	6,853	15,910	13,190	14,000	18,000	0	18,000	Water	100.0%	0.0%	18,000	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Repair & Maint-Water Lines	0	0	0	0	150,000	0	150,000	Water	100.0%	0.0%	150,000	0
Licenses and Permits	103,136	100	450	1,000	2,000	0	2,000	Water	100.0%	0.0%	2,000	0
Office Supplies	441	134	1,640	3,040	3,000	0	3,000	Water	100.0%	0.0%	3,000	0
Operating Supplies	17,652	29,531	34,008	35,000	48,000	0	48,000	Water	100.0%	0.0%	48,000	0
Uniforms	3,725	2,434	2,944	4,000	4,000	0	4,000	Water	100.0%	0.0%	4,000	0
Tools, Small Equipment	4,645	9,438	5,490	8,000	8,000	0	8,000	Water	100.0%	0.0%	8,000	0
Chemicals & Chlorine Gas	20,890	18,262	16,340	20,000	25,000	0	25,000	Water	100.0%	0.0%	25,000	0
Gas & Oil	21,004	22,047	29,498	25,000	35,000	0	35,000	Water	100.0%	0.0%	35,000	0
Memberships/Dues	1,095	1,650	1,695	2,000	2,000	0	2,000	Water	100.0%	0.0%	2,000	0
Training	8,456	6,275	4,071	12,000	15,000	0	15,000	Water	100.0%	0.0%	15,000	0
E20 Sub Totals:	\$493,831	\$417,736	\$427,387	\$595,289	\$901,776	\$0	\$901,776				\$901,800	\$0
Capital Outlay												
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Water	100.0%	0.0%	\$0	\$0
Buildings/Bldg Improvements	0	0	0	350,000	3,000,000	(3,000,000)	0	Water	100.0%	0.0%	0	0
Infrastructure	732,108	183,873	486,147	4,245,149	2,270,000	(2,270,000)	0	Water	100.0%	0.0%	0	0
Machinery and Equipment	78,223	220,136	91,339	133,414	235,000	(235,000)	0	Water	100.0%	0.0%	0	0
Inventory Purchases	200,936	292,443	377,488	354,618	500,000	(500,000)	0	Water	100.0%	0.0%	0	0
E40 Sub Totals:	\$1,011,267	\$696,452	\$954,974	\$5,083,181	\$6,005,000	(\$6,005,000)	\$0				\$0	\$0
Dept 3300 Sub Totals:	\$2,272,482	\$1,951,758	\$2,298,648	\$6,630,331	\$7,894,995	(\$6,005,000)	\$1,889,995				\$1,890,100	\$0
Wastewater												
Personnel Services												
Salaries	\$566,071	\$537,179	\$504,492	\$681,490	\$719,025	\$0	\$719,025	Sewer	0.0%	100.0%	\$0	\$719,000
Overtime	57,606	58,785	80,069	50,000	50,000	0	50,000	Sewer	0.0%	100.0%	0	50,000
Fica Taxes	36,068	32,941	32,597	42,252	44,580	0	44,580	Sewer	0.0%	100.0%	0	44,600
Medicare Taxes	8,435	7,704	7,623	9,882	10,426	0	10,426	Sewer	0.0%	100.0%	0	10,400
Retirement Contributions	150,363	165,681	200,546	64,668	77,458	0	77,458	Sewer	0.0%	100.0%	0	77,500
Group Health	154,229	147,495	170,604	192,878	170,693	0	170,693	Sewer	0.0%	100.0%	0	170,700
Worker's Compensation	0	0	0	35,054	17,445	0	17,445	Sewer	0.0%	100.0%	0	17,400
E10 Sub Totals:	\$972,772	\$949,785	\$995,931	\$1,076,224	\$1,089,627	\$0	\$1,089,627				\$0	\$1,089,600
Operating Expenditures												
Medical Services	\$466	\$239	\$1,899	\$500	\$500	\$0	\$500	Sewer	0.0%	100.0%	\$0	\$500
Professional Services	8,555	15,700	18,425	535,000	500,000	0	500,000	Sewer	0.0%	100.0%	0	500,000
Contractual Services	1,061	462	126	500	500	0	500	Sewer	0.0%	100.0%	0	500
Contractual Hauling	80,968	92,504	85,659	85,000	95,000	0	95,000	Sewer	0.0%	100.0%	0	95,000
Property Tax	127	34	86	0	50	0	50	Sewer	0.0%	100.0%	0	100
Telephone	8,746	11,546	11,391	10,000	12,000	0	12,000	Sewer	0.0%	100.0%	0	12,000
Freight and Postage Services	211	396	335	500	500	0	500	Sewer	0.0%	100.0%	0	500
Electricity	361,004	336,933	348,839	300,000	400,000	0	400,000	Sewer	0.0%	100.0%	0	400,000
Water & Sewer Expense	4,187	4,061	5,035	5,000	12,000	0	12,000	Sewer	0.0%	100.0%	0	12,000
Refuse Removal	3,981	4,249	4,527	5,000	6,000	0	6,000	Sewer	0.0%	100.0%	0	6,000
Copy Machine Leases	231	0	42	0	0	0	0	Sewer	0.0%	100.0%	0	0
Property and Casualty Insurance	0	0	0	0	264,420	0	264,420	Sewer	0.0%	100.0%	0	264,400
Repair & Maint-Buildings	16,324	9,116	5,281	13,000	28,000	0	28,000	Sewer	0.0%	100.0%	0	28,000
Repair & Maint-Equipment	115,085	112,015	73,619	90,000	90,000	0	90,000	Sewer	0.0%	100.0%	0	90,000
Repair & Maint Vehicles	15,678	15,370	13,278	25,000	25,000	0	25,000	Sewer	0.0%	100.0%	0	25,000
Repair & Maint-Infrastructure	0	35,321	73,397	100,000	125,000	0	125,000	Sewer	0.0%	100.0%	0	125,000
Licenses and Permits	1,596	400	929	1,000	1,500	0	1,500	Sewer	0.0%	100.0%	0	1,500
Office Supplies	922	545	961	2,560	1,200	0	1,200	Sewer	0.0%	100.0%	0	1,200
Operating Supplies	26,435	28,540	29,935	30,462	35,000	0	35,000	Sewer	0.0%	100.0%	0	35,000
Uniforms	5,034	2,753	3,633	5,000	5,000	0	5,000	Sewer	0.0%	100.0%	0	5,000
Tools, Small Equipment	3,367	5,806	3,252	6,000	6,000	0	6,000	Sewer	0.0%	100.0%	0	6,000
Chemicals & Chlorine Gas	120,293	146,143	178,520	225,000	250,000	0	250,000	Sewer	0.0%	100.0%	0	250,000
Laboratory Analysis	15,696	18,735	18,431	20,000	25,000	0	25,000	Sewer	0.0%	100.0%	0	25,000
Gas & Oil	20,463	19,956	25,701	25,000	35,000	0	35,000	Sewer	0.0%	100.0%	0	35,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Memberships/Dues	1,050	1,620	1,590	1,600	1,800	0	1,800	Sewer	0.0%	100.0%	0	1,800
Training	8,697	5,131	5,651	10,000	15,000	0	15,000	Sewer	0.0%	100.0%	0	15,000
Depreciation Expense	1,584,024	1,611,851	1,998,055	0	0	0	0	Sewer	0.0%	100.0%	0	0
E20 Sub Totals:	\$2,404,201	\$2,479,426	\$2,908,597	\$1,496,122	\$1,934,470	\$0	\$1,934,470				\$0	\$1,934,500
Capital Outlay												
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Sewer	0.0%	100.0%	\$0	\$0
Buildings/Bldg Improvements	0	0	0	0	0	0	0	Sewer	0.0%	100.0%	0	0
Machinery and Equipment	125,126	136,419	347,092	131,153	20,000	(20,000)	0	Sewer	0.0%	100.0%	0	0
Capital Purchases Inventory	10,989	4,550	12,013	23,326	20,000	(20,000)	0	Sewer	0.0%	100.0%	0	0
Infrastructure	3,608,870	2,379,135	6,147,898	10,433,547	13,530,000	(13,530,000)	0	Sewer	0.0%	100.0%	0	0
E40 Sub Totals:	\$3,744,985	\$2,520,104	\$6,507,003	\$10,588,026	\$13,570,000	(\$13,570,000)	\$0				\$0	\$0
Dept 3500 Sub Totals:	\$7,121,958	\$5,949,315	\$10,411,531	\$13,160,372	\$16,594,097	(\$13,570,000)	\$3,024,097				\$0	\$3,024,100
Expense Totals:	\$12,238,612	\$11,056,364	\$15,893,115	\$25,309,986	\$30,027,676	(\$21,940,267)	\$8,087,409				\$3,374,100	\$4,714,100

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Utility Administration							
Personnel Services							
Salaries	\$66,900	Labor	\$69,000	\$71,100	\$73,300	\$75,500	\$77,800
Fica Taxes	4,100	Labor	4,300	4,500	4,700	4,900	5,100
Medicare Taxes	1,000	Labor	1,100	1,200	1,300	1,400	1,500
Retirement Contributions	16,400	Labor	16,900	17,500	18,100	18,700	19,300
Group Health	15,300	Ins-Health	16,100	17,000	17,900	18,800	19,800
Worker's Compensation	1,100	Labor	1,200	1,300	1,400	1,500	1,600
E10 Sub Totals:	\$104,800		\$108,600	\$112,600	\$116,700	\$120,800	\$125,100
Operating Expenditures							
Professional Services	\$33,800	Inflation	\$34,900	\$35,800	\$36,700	\$37,700	\$38,700
Pro. Svcs. - Software & Support	47,000	Inflation	48,500	49,800	51,100	52,400	53,800
Contractual Services	54,000	Inflation	55,700	57,100	58,600	60,100	61,700
Telephone	500	Inflation	600	700	800	900	1,000
Freight and Postage Services	100	Inflation	200	300	400	500	600
Copy Machine Leases	600	Inflation	700	800	900	1,000	1,100
Property and Casualty Insurance	8,800	Inflation	9,100	9,400	9,700	10,000	10,300
Repair & Maint Vehicles	200	Maintenance	300	400	500	600	700
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	500	Inflation	600	700	800	900	1,000
Gas & Oil	200	Inflation	300	400	500	600	700
Memberships/Dues	500	Inflation	600	700	800	900	1,000
Training	2,300	Inflation	2,400	2,500	2,600	2,700	2,800
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$148,800		\$154,300	\$159,100	\$164,000	\$169,000	\$174,200
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Debt Service							
Loan Principal/Int Wwtp	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Loan Suntrust Bond Refinance	0	N/A	0	0	0	0	0
Loan Wwtp Expan/Updte	0	N/A	0	0	0	0	0
BB&T Fathom Loan	0	N/A	0	0	0	0	0
Defer Bond Issue Cost/Loss	0	N/A	0	0	0	0	0
Bond Issuance Cost	0	N/A	0	0	0	0	0
E50 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Transfers							
Administrative Transfer Gf	\$433,300	Input	\$444,000	\$461,700	\$480,100	\$499,100	\$519,100
Admin Transfer-GF Special	0	Inflation	0	0	0	0	0
Adminstrative Transfer Af	117,400	Inflation	121,000	124,100	127,300	130,500	133,800
Trf To Water Reuse Reserve	0	Inflation	0	0	0	0	0
Trf To Wa/Sw Connection Fees	0	Inflation	0	0	0	0	0
PILOT	0	Inflation	0	0	0	0	0
E70 Sub Totals:	\$550,700		\$565,000	\$585,800	\$607,400	\$629,600	\$652,900
Reserves & Non-Operating Exp							
Undesigned Wwtp Loan Proc	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Contingency	0	N/A	0	0	0	0	0
Reserve for Grant Match	0	N/A	0	0	0	0	0
Reserve Accumulated Hours	0	N/A	0	0	0	0	0
Reserve for CBF	0	N/A	0	0	0	0	0
Reserve-Water Reuse	0	N/A	0	0	0	0	0
Reserve-Water Connection Fees	0	N/A	0	0	0	0	0
Reserve-Sewer Connection Fees	0	N/A	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Reserve-Other Restricted Funds	0	N/A	0	0	0	0	0
E90 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3000 Sub Totals:	\$804,300		\$827,900	\$857,500	\$888,100	\$919,400	\$952,200
Utility Billing							
Personnel Services							
Salaries	\$108,000	Labor	\$111,300	\$114,700	\$118,200	\$121,800	\$125,500
Overtime	300	Labor	400	500	600	700	800
Additional Personnel	0	Input	0	0	0	0	0
Fica Taxes	6,700	Labor	7,000	7,300	7,600	7,900	8,200
Medicare Taxes	1,600	Labor	1,700	1,800	1,900	2,000	2,100
Retirement Contributions	12,700	Labor	13,100	13,500	14,000	14,500	15,000
Group Health	25,700	Ins-Health	27,000	28,400	29,900	31,400	33,000
Worker's Compensation	200	Labor	300	400	500	600	700
E10 Sub Totals:	\$155,200		\$160,800	\$166,600	\$172,700	\$178,900	\$185,300
Operating Expenditures							
Medical Services	\$200	Inflation	\$300	\$400	\$500	\$600	\$700
Professional Services	5,800	Inflation	6,000	6,200	6,400	6,600	6,800
Contractual Services	377,000	Inflation	388,400	145,000	148,700	152,500	156,400
Processing Fees Credit Cards	78,300	Inflation	80,700	82,800	84,900	87,100	89,300
Telephone	1,500	Inflation	1,600	1,700	1,800	1,900	2,000
Freight and Postage Services	52,200	Constant	52,200	52,200	52,200	52,200	52,200
Property and Casualty Insurance	6,400	Inflation	6,600	6,800	7,000	7,200	7,400
Copy Machine Leases	800	Inflation	900	1,000	1,100	1,200	1,300
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	300	Inflation	400	500	600	700	800
Software	0	Inflation	0	0	0	0	0
Training	1,700	Inflation	1,800	1,900	2,000	2,100	2,200
E20 Sub Totals:	\$524,500		\$539,300	\$299,000	\$305,800	\$312,800	\$319,900
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 1300 Sub Totals:	\$679,700		\$700,100	\$465,600	\$478,500	\$491,700	\$505,200
Water							
Personnel Services							
Salaries	\$591,300	Labor	\$609,100	\$627,400	\$646,300	\$665,700	\$685,700
Additional Personnel	0	Input	55,700	57,400	59,200	61,000	62,900
Overtime	30,000	Labor	30,900	31,900	32,900	33,900	35,000
Fica Taxes	36,700	Labor	37,900	39,100	40,300	41,600	42,900
Medicare Taxes	8,600	Labor	8,900	9,200	9,500	9,800	10,100
Retirement Contributions	68,800	Labor	70,900	73,100	75,300	77,600	80,000
Group Health	232,200	Ins-Health	243,900	256,100	269,000	282,500	296,700
Worker's Compensation	20,700	Labor	21,400	22,100	22,800	23,500	24,300
E10 Sub Totals:	\$988,300		\$1,078,700	\$1,116,300	\$1,155,300	\$1,195,600	\$1,237,600
Operating Expenditures							
Medical Services	\$200	Inflation	\$300	\$400	\$500	\$600	\$700
Laboratory Analysis	50,000	Inflation	51,500	52,800	54,200	55,600	57,000
Professional Services	150,000	Inflation	154,500	158,400	162,400	166,500	170,700
Contractual Services	95,000	Inflation	97,900	100,400	103,000	105,600	108,300
Water Tank Maintenance	40,000	Maintenance	41,200	42,500	43,800	45,200	46,600
Property Tax	200	Inflation	300	400	500	600	700
Telephone	25,000	Inflation	25,800	26,500	27,200	27,900	28,600
Freight and Postage Services	500	Inflation	600	700	800	900	1,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Electricity	140,000	W Prod	146,000	151,500	157,200	163,200	169,400
Water & Sewer Expense	200	Inflation	300	400	500	600	700
Refuse Removal	0	Inflation	0	0	0	0	0
Leases & Rentals	1,000	Inflation	1,100	1,200	1,300	1,400	1,500
Copy Machine Leases	500	Inflation	600	700	800	900	1,000
Property and Casualty Insurance	40,200	Inflation	41,500	42,600	43,700	44,800	46,000
Repair & Maint-Buildings	4,000	Maintenance	4,200	4,400	4,600	4,800	5,000
Repair & Maint-Equipment	45,000	Maintenance	46,400	47,800	49,300	50,800	52,400
Repair & Maint Vehicles	18,000	Maintenance	18,600	19,200	19,800	20,400	21,100
Repair & Maint-Water Lines	150,000	Maintenance	154,500	159,200	164,000	169,000	174,100
Licenses and Permits	2,000	Inflation	2,100	2,200	2,300	2,400	2,500
Office Supplies	3,000	Inflation	3,100	3,200	3,300	3,400	3,500
Operating Supplies	48,000	Inflation	49,500	50,800	52,100	53,500	54,900
Uniforms	4,000	Inflation	4,200	4,400	4,600	4,800	5,000
Tools, Small Equipment	8,000	Inflation	8,300	8,600	8,900	9,200	9,500
Chemicals & Chlorine Gas	25,000	W Prod	26,100	27,100	28,200	29,300	30,500
Gas & Oil	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Memberships/Dues	2,000	Inflation	2,100	2,200	2,300	2,400	2,500
Training	15,000	Inflation	15,500	15,900	16,300	16,800	17,300
E20 Sub Totals:	\$901,800		\$932,300	\$960,600	\$989,700	\$1,019,700	\$1,050,600
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Inventory Purchases	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3300 Sub Totals:	\$1,890,100		\$2,011,000	\$2,076,900	\$2,145,000	\$2,215,300	\$2,288,200
Wastewater							
Personnel Services							
Salaries	\$0	Labor	\$0	\$0	\$0	\$0	\$0
Overtime	0	Labor	0	0	0	0	0
Fica Taxes	0	Labor	0	0	0	0	0
Medicare Taxes	0	Labor	0	0	0	0	0
Retirement Contributions	0	Labor	0	0	0	0	0
Group Health	0	Ins-Health	0	0	0	0	0
Worker's Compensation	0	Labor	0	0	0	0	0
E10 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Operating Expenditures							
Medical Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
Professional Services	0	Inflation	0	0	0	0	0
Contractual Services	0	Inflation	0	0	0	0	0
Contractual Hauling	0	WW Flow	0	0	0	0	0
Property Tax	0	Inflation	0	0	0	0	0
Telephone	0	Inflation	0	0	0	0	0
Freight and Postage Services	0	Inflation	0	0	0	0	0
Electricity	0	WW Flow	0	0	0	0	0
Water & Sewer Expense	0	Inflation	0	0	0	0	0
Refuse Removal	0	Inflation	0	0	0	0	0
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	0	Inflation	0	0	0	0	0
Repair & Maint-Buildings	0	Maintenance	0	0	0	0	0
Repair & Maint-Equipment	0	Maintenance	0	0	0	0	0
Repair & Maint Vehicles	0	Maintenance	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation Factor	Fiscal Year Ending September 30,				
	2023		2024	2025	2026	2027	2028
Repair & Maint-Infrastructure	0	Maintenance	0	0	0	0	0
Licenses and Permits	0	Inflation	0	0	0	0	0
Office Supplies	0	Inflation	0	0	0	0	0
Operating Supplies	0	Inflation	0	0	0	0	0
Uniforms	0	Inflation	0	0	0	0	0
Tools, Small Equipment	0	Inflation	0	0	0	0	0
Chemicals & Chlorine Gas	0	WW Flow	0	0	0	0	0
Laboratory Analysis	0	Inflation	0	0	0	0	0
Gas & Oil	0	Inflation	0	0	0	0	0
Memberships/Dues	0	Inflation	0	0	0	0	0
Training	0	Inflation	0	0	0	0	0
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Capital Purchases Inventory	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3500 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Expense Totals:	\$3,374,100		\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Utility Administration							
Personnel Services							
Salaries	\$81,800	Labor	\$84,300	\$86,900	\$89,600	\$92,300	\$95,100
Fica Taxes	5,100	Labor	5,300	5,500	5,700	5,900	6,100
Medicare Taxes	1,200	Labor	1,300	1,400	1,500	1,600	1,700
Retirement Contributions	20,100	Labor	20,800	21,500	22,200	22,900	23,600
Group Health	18,700	Ins-Health	19,700	20,700	21,800	22,900	24,100
Worker's Compensation	1,300	Labor	1,400	1,500	1,600	1,700	1,800
E10 Sub Totals:	\$128,200		\$132,800	\$137,500	\$142,400	\$147,300	\$152,400
Operating Expenditures							
Professional Services	\$41,300	Inflation	\$42,600	\$43,700	\$44,800	\$46,000	\$47,200
Pro. Svcs. - Software & Support	57,400	Inflation	59,200	60,700	62,300	63,900	65,500
Contractual Services	66,000	Inflation	68,000	69,700	71,500	73,300	75,200
Telephone	600	Inflation	700	800	900	1,000	1,100
Freight and Postage Services	100	Inflation	200	300	400	500	600
Copy Machine Leases	800	Inflation	900	1,000	1,100	1,200	1,300
Property and Casualty Insurance	10,800	Inflation	11,200	11,500	11,800	12,100	12,500
Repair & Maint Vehicles	300	Maintenance	400	500	600	700	800
Office Supplies	400	Inflation	500	600	700	800	900
Operating Supplies	600	Inflation	700	800	900	1,000	1,100
Gas & Oil	300	Inflation	400	500	600	700	800
Memberships/Dues	600	Inflation	700	800	900	1,000	1,100
Training	2,800	Inflation	2,900	3,000	3,100	3,200	3,300
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$182,000		\$188,400	\$193,900	\$199,600	\$205,400	\$211,400
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Debt Service							
Loan Principal/Int Wwtp	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Loan Suntrust Bond Refinance	0	N/A	0	0	0	0	0
Loan Wwtp Expan/Upd	0	N/A	0	0	0	0	0
BB&T Fathom Loan	0	N/A	0	0	0	0	0
Defer Bond Issue Cost/Loss	0	N/A	0	0	0	0	0
Bond Issuance Cost	0	N/A	0	0	0	0	0
E50 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Transfers							
Administrative Transfer Gf	\$770,200	Input	\$797,500	\$827,200	\$857,900	\$889,600	\$923,000
Admin Transfer-GF Special	0	Inflation	0	0	0	0	0
Administrative Transfer Af	117,400	Inflation	121,000	124,100	127,300	130,500	133,800
Trf To Water Reuse Reserve	0	Inflation	0	0	0	0	0
Trf To Wa/Sw Connection Fees	0	Inflation	0	0	0	0	0
PILOT	0	Inflation	0	0	0	0	0
E70 Sub Totals:	\$887,600		\$918,500	\$951,300	\$985,200	\$1,020,100	\$1,056,800
Reserves & Non-Operating Exp							
Undesigned Wwtp Loan Proc	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Contingency	0	N/A	0	0	0	0	0
Reserve for Grant Match	0	N/A	0	0	0	0	0
Reserve Accumulated Hours	0	N/A	0	0	0	0	0
Reserve for CBF	0	N/A	0	0	0	0	0
Reserve-Water Reuse	0	N/A	0	0	0	0	0
Reserve-Water Connection Fees	0	N/A	0	0	0	0	0
Reserve-Sewer Connection Fees	0	N/A	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Reserve-Other Restricted Funds	0	N/A	0	0	0	0	0
E90 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3000 Sub Totals:	\$1,197,800		\$1,239,700	\$1,282,700	\$1,327,200	\$1,372,800	\$1,420,600
Utility Billing							
Personnel Services							
Salaries	\$78,200	Labor	\$80,600	\$83,100	\$85,600	\$88,200	\$90,900
Overtime	200	Labor	300	400	500	600	700
Additional Personnel	0	Input	0	0	0	0	0
Fica Taxes	4,800	Labor	5,000	5,200	5,400	5,600	5,800
Medicare Taxes	1,100	Labor	1,200	1,300	1,400	1,500	1,600
Retirement Contributions	9,200	Labor	9,500	9,800	10,100	10,500	10,900
Group Health	18,600	Ins-Health	19,600	20,600	21,700	22,800	24,000
Worker's Compensation	100	Labor	200	300	400	500	600
E10 Sub Totals:	\$112,200		\$116,400	\$120,700	\$125,100	\$129,700	\$134,500
Operating Expenditures							
Medical Services	\$100	Inflation	\$200	\$300	\$400	\$500	\$600
Professional Services	4,200	Inflation	4,400	4,600	4,800	5,000	5,200
Contractual Services	273,000	Inflation	281,200	105,000	107,700	110,400	113,200
Processing Fees Credit Cards	56,700	Inflation	58,500	60,000	61,500	63,100	64,700
Telephone	1,100	Inflation	1,200	1,300	1,400	1,500	1,600
Freight and Postage Services	37,800	Constant	37,800	37,800	37,800	37,800	37,800
Property and Casualty Insurance	4,600	Inflation	4,800	5,000	5,200	5,400	5,600
Copy Machine Leases	600	Inflation	700	800	900	1,000	1,100
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	300	Inflation	400	500	600	700	800
Software	0	Inflation	0	0	0	0	0
Training	1,300	Inflation	1,400	1,500	1,600	1,700	1,800
E20 Sub Totals:	\$380,000		\$391,000	\$217,300	\$222,500	\$227,800	\$233,200
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 1300 Sub Totals:	\$492,200		\$507,400	\$338,000	\$347,600	\$357,500	\$367,700
Water							
Personnel Services							
Salaries	\$0	Labor	\$0	\$0	\$0	\$0	\$0
Overtime	0	Labor	0	0	0	0	0
Fica Taxes	0	Labor	0	0	0	0	0
Medicare Taxes	0	Labor	0	0	0	0	0
Retirement Contributions	0	Labor	0	0	0	0	0
Group Health	0	Ins-Health	0	0	0	0	0
Worker's Compensation	0	Labor	0	0	0	0	0
E10 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Operating Expenditures							
Medical Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
Laboratory Analysis	0	Inflation	0	0	0	0	0
Professional Services	0	Inflation	0	0	0	0	0
Contractual Services	0	Inflation	0	0	0	0	0
Water Tank Maintenance	0	Maintenance	0	0	0	0	0
Property Tax	0	Inflation	0	0	0	0	0
Telephone	0	Inflation	0	0	0	0	0
Freight and Postage Services	0	Inflation	0	0	0	0	0
Electricity	0	W Prod	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Water & Sewer Expense	0	Inflation	0	0	0	0	0
Refuse Removal	0	Inflation	0	0	0	0	0
Leases & Rentals	0	Inflation	0	0	0	0	0
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	0	Inflation	0	0	0	0	0
Repair & Maint-Buildings	0	Maintenance	0	0	0	0	0
Repair & Maint-Equipment	0	Maintenance	0	0	0	0	0
Repair & Maint Vehicles	0	Maintenance	0	0	0	0	0
Repair & Maint-Water Lines	0	Maintenance	0	0	0	0	0
Licenses and Permits	0	Inflation	0	0	0	0	0
Office Supplies	0	Inflation	0	0	0	0	0
Operating Supplies	0	Inflation	0	0	0	0	0
Uniforms	0	Inflation	0	0	0	0	0
Tools, Small Equipment	0	Inflation	0	0	0	0	0
Chemicals & Chlorine Gas	0	W Prod	0	0	0	0	0
Gas & Oil	0	Inflation	0	0	0	0	0
Memberships/Dues	0	Inflation	0	0	0	0	0
Training	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Inventory Purchases	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3300 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Wastewater							
Personnel Services							
Salaries	\$719,000	Labor	\$740,600	\$762,900	\$785,800	\$809,400	\$833,700
Additional Personnel	0	Input	52,400	54,000	55,700	57,400	59,200
Overtime	50,000	Labor	51,500	53,100	54,700	56,400	58,100
Fica Taxes	44,600	Labor	46,000	47,400	48,900	50,400	52,000
Medicare Taxes	10,400	Labor	10,800	11,200	11,600	12,000	12,400
Retirement Contributions	77,500	Labor	79,900	82,300	84,800	87,400	90,100
Group Health	170,700	Ins-Health	179,300	188,300	197,800	207,700	218,100
Worker's Compensation	17,400	Labor	18,000	18,600	19,200	19,800	20,400
E10 Sub Totals:	\$1,089,600		\$1,178,500	\$1,217,800	\$1,258,500	\$1,300,500	\$1,344,000
Operating Expenditures							
Medical Services	\$500	Inflation	\$600	\$700	\$800	\$900	\$1,000
Professional Services	500,000	Inflation	50,000	51,300	52,600	54,000	55,400
Contractual Services	500	Inflation	600	700	800	900	1,000
Contractual Hauling	95,000	WW Flow	98,900	102,500	106,100	109,900	113,800
Property Tax	100	Inflation	200	300	400	500	600
Telephone	12,000	Inflation	12,400	12,800	13,200	13,600	14,000
Freight and Postage Services	500	Inflation	600	700	800	900	1,000
Electricity	400,000	WW Flow	416,200	431,100	446,200	461,800	478,200
Water & Sewer Expense	12,000	Inflation	12,400	12,800	13,200	13,600	14,000
Refuse Removal	6,000	Inflation	6,200	6,400	6,600	6,800	7,000
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	264,400	Inflation	272,400	279,300	286,300	293,500	300,900
Repair & Maint-Buildings	28,000	Maintenance	28,900	29,800	30,700	31,700	32,700
Repair & Maint-Equipment	90,000	Maintenance	92,700	95,500	98,400	101,400	104,500
Repair & Maint Vehicles	25,000	Maintenance	25,800	26,600	27,400	28,300	29,200

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Repair & Maint-Infrastructure	125,000	Maintenance	128,800	132,700	136,700	140,900	145,200
Licenses and Permits	1,500	Inflation	1,600	1,700	1,800	1,900	2,000
Office Supplies	1,200	Inflation	1,300	1,400	1,500	1,600	1,700
Operating Supplies	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Uniforms	5,000	Inflation	5,200	5,400	5,600	5,800	6,000
Tools, Small Equipment	6,000	Inflation	6,200	6,400	6,600	6,800	7,000
Chemicals & Chlorine Gas	250,000	WW Flow	260,100	269,400	278,900	288,700	299,000
Laboratory Analysis	25,000	Inflation	25,800	26,500	27,200	27,900	28,600
Gas & Oil	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Memberships/Dues	1,800	Inflation	1,900	2,000	2,100	2,200	2,300
Training	15,000	Inflation	15,500	15,900	16,300	16,800	17,300
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$1,934,500		\$1,536,500	\$1,586,100	\$1,636,400	\$1,688,600	\$1,742,600
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Capital Purchases Inventory	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3500 Sub Totals:	\$3,024,100		\$2,715,000	\$2,803,900	\$2,894,900	\$2,989,100	\$3,086,600
Expense Totals:	\$4,714,100		\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Capital Improvement Program - Inflated

Project Description	Funding	Fiscal Year						TOTAL
	Source	2023	2024	2025	2026	2027	2028	
Annual CIP Inflation Percentage		0.0%	3.0%	2.5%	2.5%	2.5%	2.5%	
Cumulative CIP Inflation Percentage		0.0%	3.0%	5.6%	8.2%	10.9%	13.7%	

Water Projects

New Well Construction	W_Capacity Fees	\$0	\$257,500	\$1,583,600	\$0	\$0	\$0	\$1,841,100
12" Water, Chancey/CR39 Copeland to Tucker	W_Capacity Fees	2,000,000	0	0	0	0	0	2,000,000
8" Water Main Extension, Alston Ave to Tucker Road along Gall Blvd	W_Capacity Fees	800,000	0	0	0	0	0	800,000
8" Water Main Extension, Eiland Blvd./ Massey Rd. to Fort King Rd.	W_Capacity Fees	800,000	0	0	0	0	0	800,000
Hidden River Tie in	Reserves	0	0	316,700	0	0	0	316,700
Sunburst Water System	W_SRF_2024	0	1,030,000	0	0	0	0	1,030,000
Pressure issues north	Reserves	0	0	0	0	0	0	0
Water Line Renewals & Replacement	W_Pay-Go	200,000	206,000	211,200	216,400	221,800	227,400	1,282,800
FDOT One-way Pairs Utility Relocation	W_Pay-Go	0	0	0	0	0	0	0
8" Water Main Extension Palm Grove Dr./Autumn Palm Dr. to 301	W_Capacity Fees	0	0	527,900	0	0	0	527,900
SWFWMD Permit Mod's	W_Pay-Go	100,000	0	158,400	0	166,400	227,400	652,200
Well Rehab	W_Pay-Go	70,000	103,000	105,600	108,200	110,900	113,700	611,400
New Water Department, Design, Engineering, Buildings, Construction, etc	W_SRF_2024	0	3,605,000	0	0	0	0	3,605,000
Well Building Rehab/Replacement	W_SRF_2024	0	824,000	0	0	0	0	824,000
Well Building Evaluation	W_Pay-Go	100,000	0	0	0	0	0	100,000
Equipment, Vehicles	W_Pay-Go	243,000	103,000	105,600	108,200	110,900	113,700	784,400
Inventory Purchases from the Operating Budget	W_Pay-Go	500,000	515,000	527,900	541,100	554,600	568,500	3,207,100

Utility Billing Projects

Capital Outlay from the Operating Budget	Reserves	200,000	0	0	0	0	0	200,000
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Sewer Projects

12" Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Rd. Along Eiland Blvd.	Reserves	1,000,000	0	0	0	0	0	1,000,000
12" Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Rd. Along Eiland Blvd. (Grant)	Grant	1,000,000	0	0	0	0	0	1,000,000
12" Reclaimed Water Main Wire Rd and Otis Allen to Scotland Yards Golf Course	S_SRF_2026	0	0	0	0	2,218,400	0	2,218,400
Major LS and Force Main, 23rd/Otis Allen to CR35 to Chancey/CR54	S_Capacity Fees	1,500,000	0	0	0	0	0	1,500,000
Major LS and Force Main, 23rd/Otis Allen to CR35 to Chancey/CR54 (Grant)	Grant	6,500,000	0	0	0	0	0	6,500,000
Main Force Main to the WWTP	S_SRF_2023	0	3,090,000	0	0	0	0	3,090,000
Effluent Pump Station Upgrade	S_SRF_2023	1,000,000	0	0	0	0	0	1,000,000
Lift Station at WWTP	Reserves	0	154,500	0	0	0	0	154,500
Force Main from Pretty Pond and 23rd St, east to Forbes, south to CR54, and east to LS 63	S_SRF_2026	0	0	0	0	0	1,136,900	1,136,900
Crystal Springs Water Quality Improvement	S_SRF_2026	0	0	0	4,328,600	0	0	4,328,600
Crystal Springs Water Quality Improvement (Grant)	Grant	0	0	0	0	0	0	0
WWTP SCADA System Upgrade	S_Pay-Go	25,000	25,800	26,400	27,100	27,700	28,400	160,400
Septic to Sewer Projects	S_SRF_2023	650,000	1,030,000	1,055,800	0	0	0	2,735,800
Septic to Sewer Projects (Grant)	Grant	650,000	1,030,000	1,055,800	0	0	0	2,735,800
WWTP Permit Renewal Exp 2022	S_Pay-Go	75,000	0	0	0	0	0	75,000
System Evaluation and Mapping	S_Pay-Go	100,000	103,000	105,600	108,200	110,900	113,700	641,400
Sewer Line Renewal and Replacement	S_Pay-Go	300,000	309,000	316,700	324,600	332,800	341,100	1,924,200
Sewer Manhole Major Rehabilitation	S_Pay-Go	200,000	206,000	211,200	216,400	221,800	227,400	1,282,800
Lift Station Alarm Upgrades	S_Pay-Go	70,000	72,100	73,900	75,800	83,200	85,300	460,300
Lift Station Major Rehabilitation	S_Pay-Go	300,000	309,000	316,700	324,600	332,800	341,100	1,924,200
Lift Station Generators	S_Pay-Go	125,000	128,800	132,000	162,300	166,400	170,500	885,000
Digester Rehab	S_Pay-Go	0	0	211,200	0	0	0	211,200
WWTP Generator Replacement & Building A under generator power	S_SRF_2023	0	875,500	0	0	0	0	875,500
Master Plan Update	Reserves	250,000	0	0	0	0	284,200	534,200
New gearbox & shaft for SHT #1	S_Pay-Go	0	154,500	0	0	0	0	154,500
Pole Barn (cover) for equip	S_Pay-Go	0	77,300	0	0	0	0	77,300
Machinery, Equipment, Vehicles	S_Pay-Go	100,000	103,000	105,600	108,200	110,900	113,700	641,400
TOTALS		\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Capital Improvement Program - Inflated

Project Description	Funding	Fiscal Year						TOTAL
	Source	2023	2024	2025	2026	2027	2028	
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City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue Requirements

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Debt Service						
Clean Water SRF Loan WW805020	\$0	\$0	\$0	\$0	\$0	\$0
Clean Water SRF Loan WW805030	0	0	0	0	0	0
Clean Water SRF Loan WW510531	0	0	0	0	0	0
Clean Water SRF Loan WW510550	0	0	0	0	0	0
Proposed Debt Service	0	0	379,500	379,500	379,500	379,500
Total Debt Service	\$0	\$0	\$379,500	\$379,500	\$379,500	\$379,500
Other Expenditures						
Series 2016 BB&T Lease	\$427,990	\$427,990	\$427,990	\$427,990	\$0	\$0
CIP Funding	1,213,000	927,000	1,108,700	973,900	1,164,600	1,250,700
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenditures	\$1,640,990	\$1,354,990	\$1,536,690	\$1,401,890	\$1,164,600	\$1,250,700
Total Gross Water Revenue Requirements	\$5,015,090	\$4,893,990	\$5,316,190	\$5,292,990	\$5,170,500	\$5,375,800
Less Revenues from Other Sources						
Miscellaneous Revenues	\$27,120	\$27,120	\$27,120	\$27,120	\$27,120	\$27,120
Placeholder for revenues from other sources	0	0	0	0	0	0
Transfer from Utility Operating Reserve	0	0	0	0	0	0
Net Water Revenue Requirements	\$4,987,970	\$4,866,870	\$5,289,070	\$5,265,870	\$5,143,380	\$5,348,680
Sales Revenues from Rates						
Projected Revenue from Existing Rates	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Total Revenue from Prior Increase	0	0	131,200	247,300	369,600	498,500
Total Revenue Before Current Year Adjustment	\$4,248,400	\$4,310,700	\$4,503,600	\$4,683,200	\$4,869,000	\$5,063,600
Current Year Rate Adjustments						
Current Year Rate Adjustment	0.00%	3.00%	2.50%	2.50%	2.50%	2.50%
Effective Month	Jan.	Oct.	Oct.	Oct.	Oct.	Oct.
% of Current Year Effective	75%	100%	100%	100%	100%	100%
Total Revenue from Current Year Adjustments	\$0	\$129,300	\$112,600	\$117,100	\$121,700	\$126,600
Annual Water Rate Revenue	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Sewer Revenue Requirements

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Operating Expenses	\$4,714,100	\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900
Debt Service						
Clean Water SRF Loan WW805020	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
Clean Water SRF Loan WW805030	506,081	506,081	506,081	506,081	506,081	506,081
Clean Water SRF Loan WW510531	339,993	339,993	339,993	339,993	339,993	339,993
Clean Water SRF Loan WW510550	62,451	62,451	62,451	62,451	62,451	62,451
Proposed Debt Service	0	0	0	494,700	494,700	1,009,700
Total Debt Service	\$1,561,704	\$1,561,704	\$1,561,704	\$2,056,404	\$2,056,404	\$2,571,404
Other Expenditures						
Series 2016 BB&T Lease	\$309,924	\$309,924	\$309,924	\$309,924	\$0	\$0
CIP Funding	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenditures	\$1,604,924	\$1,798,424	\$1,809,224	\$1,657,124	\$1,386,500	\$1,421,200
Total Gross Sewer Revenue Requirements	\$7,880,728	\$7,822,228	\$7,795,528	\$8,283,228	\$8,162,304	\$8,867,504
Less Revenues from Other Sources						
Miscellaneous Revenues	\$66,095	\$66,080	\$66,080	\$66,080	\$66,080	\$66,080
Placeholder for revenues from other sources	0	0	0	0	0	0
Transfer from Utility Operating Reserve	0	0	0	0	0	0
Net Sewer Revenue Requirements	\$7,814,633	\$7,756,148	\$7,729,448	\$8,217,148	\$8,096,224	\$8,801,424
Sales Revenues from Rates						
Projected Revenue from Existing Rates	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Total Revenue from Prior Increase	0	0	235,100	442,000	658,800	886,500
Total Revenue Before Current Year Adjustment	\$7,649,800	\$7,742,400	\$8,070,100	\$8,369,700	\$8,679,000	\$9,004,500
Current Year Rate Adjustments						
Current Year Rate Adjustment	0.00%	3.00%	2.50%	2.50%	2.50%	2.50%
Effective Month	Jan.	Oct.	Oct.	Oct.	Oct.	Oct.
% of Current Year Effective	75%	100%	100%	100%	100%	100%
Total Revenue from Current Year Adjustments	\$0	\$232,300	\$201,800	\$209,200	\$217,000	\$225,100
Annual Sewer Rate Revenue	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Combined System Projected Debt Service Coverage

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
System Revenues						
Total Water Rate Revenue	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Total Sewer Rate Revenue	7,649,800	7,974,700	8,271,900	8,578,900	8,896,000	9,229,600
Total Rate Revenue	\$11,898,200	\$12,414,700	\$12,888,100	\$13,379,200	\$13,886,700	\$14,419,800
Other Operating Revenues	\$93,215	\$93,200	\$93,200	\$93,200	\$93,200	\$93,200
Placeholder for other operating revenues	0	0	0	0	0	0
Total System Revenues	\$11,991,415	\$12,507,900	\$12,981,300	\$13,472,400	\$13,979,900	\$14,513,000
Operating Expenses						
Water Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Sewer Operating Expenses	4,714,100	4,462,100	4,424,600	4,569,700	4,719,400	4,874,900
Total Operating Expenses	\$8,088,200	\$8,001,100	\$7,824,600	\$8,081,300	\$8,345,800	\$8,620,500
Net Operating Revenue	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Debt Service						
Clean Water SRF Loan WW805020	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
Clean Water SRF Loan WW805030	506,081	506,081	506,081	506,081	506,081	506,081
Clean Water SRF Loan WW510531	339,993	339,993	339,993	339,993	339,993	339,993
Clean Water SRF Loan WW510550	62,451	62,451	62,451	62,451	62,451	62,451
Proposed Debt Service	0	0	379,500	874,200	874,200	1,389,200
Total Debt Service	\$1,561,704	\$1,561,704	\$1,941,204	\$2,435,904	\$2,435,904	\$2,950,904
Debt Service Coverage						
Net Revenue (Excludes Capacity Fees)	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Capacity Fees	1,283,400	671,400	671,400	671,400	682,800	718,200
Available for Debt Service	\$5,186,615	\$5,178,200	\$5,828,100	\$6,062,500	\$6,316,900	\$6,610,700
Coverage Ratio Calculated	3.32	3.32	3.00	2.49	2.59	2.24
Coverage Ratio Required	1.15	1.15	1.15	1.15	1.15	1.15
Net Revenues Less Debt Service	\$2,341,511	\$2,945,096	\$3,215,496	\$2,955,196	\$3,198,196	\$2,941,596
Other Expenses/Transfers:						
Series 2016 BB&T Lease	\$737,915	\$737,915	\$737,915	\$737,915	\$0	\$0
CIP Funding	2,508,000	2,415,500	2,608,000	2,321,100	2,551,100	2,671,900
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenses/Transfers	\$3,245,915	\$3,153,415	\$3,345,915	\$3,059,015	\$2,551,100	\$2,671,900
Net Surplus/(Deficit)	(\$904,404)	(\$208,319)	(\$130,419)	(\$103,819)	\$647,096	\$269,696

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Utility Fund Balance Projections

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Utility Operating Reserve						
Beginning Balance	\$6,886,482	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419
Operating Surplus/(Deficit)	(904,404)	(208,319)	(130,419)	(103,819)	647,096	269,696
Other Transfers In	0	0	0	0	0	0
CIP Expenditures	(1,450,000)	(154,500)	(316,700)	0	0	(284,200)
Transfer to Operations	0	0	0	0	0	0
Other Transfers Out	0	0	0	0	0	0
Ending Balance	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419	\$4,250,914
Min Target Balance (6 Months O&M Exp.)	\$4,044,100	\$4,000,600	\$3,912,300	\$4,040,700	\$4,172,900	\$4,310,300
Water & Sewer Utility Capacity Fees						
Beginning Balance	\$5,796,255	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655
From New Customers	1,283,400	671,400	671,400	671,400	682,800	718,200
Interest Income	10,000	10,000	10,000	10,000	10,000	10,000
CIP Expenditures	(5,100,000)	(257,500)	(2,111,500)	0	0	0
Ending Balance	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655	\$3,085,855

CITY MANAGER'S REPORT 4.1

City Council Meeting Dates - Holiday Schedule 2025

Issue:

Cancel the meeting dates of November 24 and December 22

Background:

The regularly scheduled meeting dates for November are November 10 and 24.

The regularly scheduled meeting dates for December are December 8 and 22.

Staff is requesting to cancel the November 24 and December 22 meetings due to the holiday season and potential scheduling conflicts. If an emergency were to arise, a special meeting may be held.

Attachment(s):

None

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends to cancel the November 24 and December 22 meetings

CITY MANAGER'S REPORT 4.2

Discussion to schedule a workshop - water use and visioning

Issue:

The Planning Department continues the update to the City's Comprehensive Plan

Background:

The City Manager / Planning Director would like to request a workshop to discuss the following two items: Planning / Visioning and Water Use. The Planning Department continues the update to the City's Comprehensive Plan and the next step is to conduct a Visioning session to look at when, where, how we would like to grow and what it would look like. Obtaining this information will assist Staff with the Comprehensive Plan and also help us with looking at future water demand that will be required.

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

We are asking for a recommended date / time for the workshop.

NOTED ITEMS 5.1

Jones Edmunds Task Assignment JE 25-09 - Future Water Feasibility Assessment

Issue:

Finding future water supply(ies) for the City.

Background:

The City recently received its Water Use Permit (WUP) Modification approval from the SWFWMD. With this modification, it allowed for very minute growth beyond our known needs. To find additional water for the future of the city's growth, new sources will need to be found. This study will look into two potential sources north of the City. The initial outlook appears to be favorable, yet this is the first step towards proving this.

Attachment(s):

1. JE 25-09 Future Water Feasibility Study 9-25

Fiscal Impact:

The cost for this study is \$48,350.00 and is scheduled to be completed within 120 days from PO issuance.

Staff Recommendation:

Informational Only

THE CITY OF ZEPHYRILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 25-09
JONES EDMUNDS OPPORTUNITY NO. 95357-288-25
FUTURE WATER FEASIBILITY ASSESSMENT

PURPOSE

This is a Task Assignment under the Professional Services – City-Wide Services Contract dated June 11, 2018, between The City of Zephyrhills, Florida (City), and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when, and as authorized by, the City's representative, when deemed necessary.

METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018, Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis as identified below and shall not exceed forty-eight thousand three hundred fifty dollars (\$48,350) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

STANDARD OF CARE

The Consultant agrees that the plans, permits, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following detail in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statutes)

These Attachments to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1-SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

FUTURE WATER FEASIBILITY ASSESSMENT

BACKGROUND

The City of Zephyrhills would like to add a new water supply source somewhere generally north of the City. The City asked the Consultant to provide a proposal to assess two alternatives for additional water supply:

- Alternative 1: Purchase water directly, or purchase an existing water production well and equipment, from HR Tampa Bay LLC.
- Alternative 2: Install up to two new wells (locations as determined by the City).

The goal of the feasibility assessment is to facilitate the City's decision process concerning the options presented.

SCOPE OF WORK

The Scope of Work includes the following Three Tasks. Details of each task are noted below.

TASK 1 – ALTERNATIVE 1

The Consultant will evaluate the following two options to obtain water from HR Tampa Bay LLC in Dade City:

- Purchase water directly from HR Tampa Bay LLC.
- Purchase one of HR Tampa Bay LLC wells and equipment, and land etc. as required to supply water to the City's system.

Either option would require constructing a 12-inch pipeline (diameter to be verified) to convey the water from HR Tampa Bay LLC facilities along Old Lakeland Highway (35A) to connect into the Zephyrhills system. The analysis will include the cost associated with installing the infrastructure piping and other appurtenances (pumps) needed to connect to the City's system.

The Consultant will perform the following tasks:

- Evaluate the HR Tampa Bay LLC's SWFWMD consumptive use permit and FDEP permitting requirements for either alternative.
- Investigate the capacity of their well, pressure capability, level of treatment, and how this impacts the private owner's operation.

- Meet with the City and perform an analysis of how this new flow would be incorporated and impact the City's existing water system.
- Meet with the HR Tampa Bay LLC to determine their disposition on selling water or selling the well.
- Meet with SWFWMD.

Deliverables:

- Summary of the existing permit evaluation.
- HR Tampa Bay LLC well investigation.
- Notes from the meeting with the City.
- Notes from the meeting with HR Tampa Bay LLC.
- Notes from the meeting with SWFWMD.
- Engineers Opinion of Probable Construction Cost, (EOPCC) Class 5 (The Association for the Advancement of Cost Engineering) (.pdf).

TASK 2 – ALTERNATIVE 2

The Consultant and its subconsultant will furnish the labor, materials, and equipment necessary to evaluate up to two proposed new well sites provided by the City. The Consultant will:

- Conduct groundwater modeling for up to two locations using the SWFWMD District-Wide Regional Model (DWRMv4) to determine the maximum sustainable withdrawal that will not cause impacts (0.05 foot of drawdown) at the Hillsborough River Groundwater Basin boundary.
- Prepare a technical memorandum documenting the model results and detailing additional permitting requirements for obtaining a water use permit.
- Attend up to four virtual meetings with the City for model results, data acquisition, SWFWMD input, and review of the technical memorandum.
- Develop preliminary pipe and equipment layouts to support up to two new well sites.

For this task, we will provide:

- Preliminary pipe layout from new wells to City's existing system.
- Preliminary evaluation of pumping needs for the new wells to connect into the City's existing system.
- Prepare a Class 5 Engineer's Opinion of Probable Construction Cost (EOPCC) for up to two wells and appurtenances.

Deliverables:

- Technical Memorandum (.pdf) of model findings.
- Preliminary pipe layout (.pdf).
- Engineers Opinion of Probable Construction Cost, (EOPCC) Class 5 (The Association for the Advancement of Cost Engineering) (.pdf).

TASK 3 – FEASIBILITY ASSESSMENT REPORT

The Consultant will summarize the results from Tasks 1 and 2 into a brief Feasibility Assessment Report. The report will provide EOPCC cost opinions to provide planning-level cost for the options. A draft report will be prepared and submitted to the City for review. The Consultant will host a review meeting to discuss the City comments related to the draft Feasibility Assessment Report. The comments will be incorporated into the final report, which will be provided to the City in digital format. The report will include:

- Introduction
- Option 1 findings and data
- Option 2 findings and data
- Pertinent correspondence with stakeholders
- Costs and schedule
- Recommendations and next steps

Deliverables:

- Draft and Final Feasibility Assessment Report (.pdf).
- Review meeting with the City.

EXCLUSIONS AND CONDITIONS

The following items are exclusions and conditions of this Scope of Services:

- This Scope of Services does not include permitting services other than those described herein.
- Wetland mitigation, design, and permitting are excluded from this Scope of Services.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- Field sampling and data collection are excluded.
- Preparation of a water use permit application is excluded.
- Modeling using the INTB model is excluded. This modeling may be required for a WUP modification and may further restrict withdrawal quantities.
- Updates to demand projections are excluded but will be required for a permit modification that would be performed as a separate scope of work pending alternative selection.

ATTACHMENT 2-PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of Notice to Proceed and continue until the Scope of Work is completed and accepted by the City. This project shall maintain the schedule provided below. If the schedule is altered because of unforeseen delays (including extended City reviews), the Consultant shall notify the City's Project Manager immediately and a mutually agreeable revised schedule will be established. Please note that the schedule assumes the procurement of equipment can be done in a timely fashion. If equipment is delayed, additional milestones may be affected.

Milestone	Activity Duration (Days)	Days from NTP
Task 1, 2, and 3		
Submit Modeling Technical Memorandum	30	30
Submit Draft Report Package	60	90
Receive City's Draft Review Comments	10	100
Submit Final Report Package	14	114

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility of each of the Consultant’s employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant’s Project Engineer assigned to this project.

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

Name	Title	Responsibility
Michael Clark, PE	Senior Engineer	Client Services Manager
Ken Fraser, PE	Senior Engineer	Task Manager and Senior Engineer
Michelle Hays, PG (LSG)	Senior Geologist	Groundwater modeling and SWFWMD coordination
Nicole McCabe, EI	Engineer Intern	Pipe/Equipment layout and cost

ATTACHMENT 4 –TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, the City will compensate the Consultant on a lump-sum fee, percent-complete basis as follows:

Task	Labor	Expenses	Subconsultant	Total
Task 1 Option 1	\$14,420	\$193		\$14,613
Task 2 Option 2	\$10,755	\$137	\$11,900	\$22,792
Task 3 Report	\$10,855	\$90		\$10,945
Total	\$36,030	\$420	\$11,900	\$48,350

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this 11th day of September, 2025

By: _____

Stanley F. Ferreira, Jr., PE
President and CEO

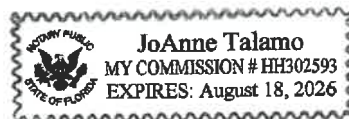
STATE OF FLORIDA
COUNTY OF ALACHUA

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

SWORN TO AND SUBSCRIBED before me on this 11th day of September, 2025, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

NOTARY'S SIGNATURE AND SEAL:

JoAnne Talamo



COMMISSION SEAL/NUMBER: HH302593

SIGNATURE

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

OWNER:

The City of Zephyrhills, Florida

By: Willie C. Scott, Sr.
CITY MANAGER

Date Approved: 9/24/2025

CONSULTANT:

Jones Edmunds & Associates, Inc.

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

ATTEST:

By: Ricardo Quinones
Ricardo Quinones, City Clerk

Date: 9/24/2025

NOTED ITEMS 5.2

FDOT Grant South Avenue Extension - Additional Contract Time

Issue:

Additional contract time to complete this project, address any punch list items and submittals to FDOT for close out.

Background:

Due to delays and unforeseen conditions. The project has experienced numerous utility conflicts with TECO Gas, Sewer Mains, Water Mains, Earthwork errors on the plans and unsuitable material discovered during excavation of the roadbed. These conflicts required additional field meetings, demobilization and remobilization of equipment and redesign by the Engineer.

Attachment(s):

1. City of Zephyrhills FDOT South Ave. Extension Request
2. 450716 1 TE2 CZH signed

Fiscal Impact:

No Fiscal Impact - FDOT Grant Funding

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this time extension in an effort to close out the project.



City of Zephyrhills Public Works

Request for contract extension

TITLE: South Avenue Extension Project No. 23P03

CONTRACT: No. 450716 1 54 01 (FDOT)

TO: Mr. Billy Schmidt, Local Programs Coordinator & Project Manager

Florida Department of Transportation

605 Suwannee Street

Tallahassee, FL 32399-0450

DESCRIPTION OF REQUEST:

The City of Zephyrhills respectfully requests the grant agreement deadline date to be extended from the current date of **November 27, 2025**, to **December 31, 2025**.

The reason for this request is due to delays and unforeseen conditions. The project has experienced numerous utility conflicts with TECO Gas, Sewer Mains, Water Mains, Earthwork errors on the plans and unsuitable material discovered during excavation of the roadbed. These conflicts required additional field meetings, demobilization and remobilization of equipment and redesign by the Engineer.

The proposed new deadline date of **December 31, 2025** will give the City and the contractor ample time to complete construction and close-out the project.

Thank you for your consideration.

Respectfully,

Shane LeBlanc Digitally signed
by Shane LeBlanc
Date: 2025.10.08
09:07:15 -04'00'

Shane LeBlanc,

Public Works Director



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. Malcolm McKinley Drive
Tampa, Florida 33612-6403

JARED W. PERDUE, P.E.
SECRETARY

October 08, 2025

Mr. Shane LeBlanc
Public Works Director
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

RE: Time Extension 2 – State-Funded Grant Agreement
South Avenue Extension – National Guard Entrance Road
FPN: 450716 1 54 01 Contract Number: G2I51

Dear Mr. LeBlanc:

In reference to your request on October 8, 2025, the expiration date of the referenced State-Funded Grant Agreement is hereby extended to December 31, 2025. This action will allow sufficient time for the completion of the project.

This extension is approved in accordance with the provisions stated in Section 4 of the State-Funded and is a record for the project file. Please sign below and return a pdf copy by email to Billy Schmidt at billy.schmidt@dot.state.fl.us.

By copy of this letter, I am asking our Financial Services Office to reflect this extension in the Florida Accounting & Information Resource (FLAIR) system.

Sincerely,

DocuSigned by:

E7ECD335535C410...

Kelli Bradley, P.E.
District Director of Transportation Development

cc: Lisa Clancy, Financial Services Manager; Billy Schmidt, Local Programs Coordinator

Acknowledged: 
Shane LeBlanc, Public Works Director

Date: 08OCT25

NOTED ITEMS 5.3

September 2025 Quarterly Investment Report

Issue:

September 2025 Quarterly Investment Report

Background:

Attachment(s):

1. September 2025 Quarterly Investment Report

Fiscal Impact:

Staff Recommendation:

	September 2025		September 2024	
Truist Utility Deposits	\$	1,456,202.43	\$	1,456,202.43
Truist Utility Debt Service	\$	246,062.28	\$	251,945.78
Total	\$	1,702,264.71	\$	1,708,148.21
Florida Safe Investment Pool	\$	29,069,630.72	4.27%	\$ 28,014,686.30 5.18%
Florida Prime Investment Pool	\$	29,997,704.87	4.39%	\$ 30,343,676.81 5.33%
Florida Prime (ARPA)	\$	1,642,584.05	4.39%	\$ 4,737,950.09 5.33%
Truist Operating	\$	1,771,886.94	0.09%	\$ 1,415,460.84 0.18%
Total	\$	62,481,806.58		\$ 64,511,774.04
General Fund	\$	21,829,561.96		\$ 17,146,141.96
Special Revenue Fund	\$	5,586,647.65		\$ 12,288,038.17
CRA	\$	2,863,662.97		\$ 1,804,702.89
Impact Fee Fund	\$	8,003,080.01		\$ 8,272,826.21
Utility Impact Fees	\$	13,434,821.04		\$ 11,620,424.98
Utility Fund	\$	7,106,795.75		\$ 8,952,743.68
Airport Fund	\$	2,088,052.82		\$ 2,485,658.91
Sanitation Fund	\$	1,569,184.53		\$ 1,941,237.24
Total	\$	62,481,806.73		\$ 64,511,774.04
Total Interest	\$	2,801,093.02		\$ 3,562,626.69