CITY COUNCIL
ZEPHYRHILLS, FLORIDA

Monday, November 10, 2025
6:00 PM

Please join the GoToMeeting
from your computer, tablet or smartphone:
https://meet.goto.com/855960693
or dial in using your phone:
+1 (646) 749-3122- Access Code: 855-960-693
(Please mute your phone unless you wish to speak on a specific item)

Zephyrhills City Hall	**Council Chambers**

Call to Order — Council President Charles E. Proctor
Roll Call — City Clerk Ricardo Quiñones
Invocation — Pastor Fran Stubbs, Oasis Church
Pledge of Allegiance —

CITIZEN COMMENTS

1 Pastor Fran Stubbs, Oasis Church - Community Thanksgiving Dinner
1. Community Thanksgiving Dinner

MAYOR

1 Proclamation - World Day of Remembrance for Road Traffic Victims
1. 2025 World Day of Remembrance

1. CONSENT ITEMS

1.1 Approval of City Council Meeting Minutes - October 27, 2025
1. M10.27.2025 CCM

1.2 Public Works purchase of 15 Yard Sideloader vehicle
   1. 3400 15YD SIDELOADER QUOTE FY26

1.3 Public Works purchase of 30 Yard Sideloader vehicle
   1. 3400 30YD SIDELOADER QUOTE FY26

1.4 Public Works Bodyswap SA66 Quote
   1. 3400 BODYSWAP SA66 QUOTE FY26

1.5 Public Works Bodyswap SA700 Quote
   1. 3400 BODYSWAP SA700 QUOTE FY26

1.6 Public Works purchase of Skid Steer vehicle
   1. 3400 SKIDSTEER QUOTE FY26

1.7 Public Works purchase of Parks Truck with Dump Body vehicle
   1. 7200 Dump Truck FY26

1.8 Request for a Residential Historic Facade Grant for work at 5527 11th Street
   1. 5527 11th St - COA
   2. 5527 11th St - Facade Grant App
   3. 5527 11th St - Proposed Work and Cost Estimate

1.9 Request Council Approval of Task Order to RCM for Lift Station 28 Repairs **[41-22-21]**
   1. RCM_PROPOSAL_COMBINED_V1

2. BUSINESS ITEMS

2.1 Bond Resolution No. 863-25
   1. Resolution-agenda(916037.1)
   2. Moodys CO Report Zephyrhills FL
   3. SP Global Ratings Report Zephyrhills FL (Oct-23-2025)
   4. Fitch Final Rating Commentary Zephyrhills Series 2025 (1)

3. PLANNING DIRECTOR'S REPORT

3.1 Tree Ordinance
Planning Report
   1. Tree Preservation and Landscape Ordinance Update
   2. Appendix X - Tree Grading Details

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

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.

Information Only

CITIZEN COMMENTS 1

Pastor Fran Stubbs, Oasis Church - Community Thanksgiving Dinner

Issue:

Background:

Attachment(s):

1. Community Thanksgiving Dinner

Fiscal Impact:

Staff Recommendation:

OASIS COMMUNITY
OUTREACH & CAFE

METRO MINISTRIES

FREE COMMUNITY DINNER

THANKS *Giving*

Join Oasis Community Outreach & Cafe in Partnership with Metropolitan Ministries & Oasis Church at Zephyrhills, as we serve Thanksgiving Dinner for our community. ALL ARE WELCOME!

NOVEMBER 27, 2025

11AM-1PM

OPEN TO ALL| FREE FOOD

BRING YOUR FAMILY | FREE ENTRY

6436 12TH STREET ZEPHYRHILLS

Zephyrhills
jump right in

PROCLAMATION

WHEREAS, road traffic crashes remain a leading cause of death and injury across the globe, with nearly 4,000 lives lost and hundreds of thousands injured every day, leaving families and communities devastated; and

WHEREAS, the World Day of Remembrance for Road Traffic Victims is observed annually on the third Sunday of November to honor the memory of those who have died or been seriously injured in road traffic incidents and to acknowledge the suffering of all affected victims, families, and communities; and

WHEREAS, the 2025 observance will take place on Sunday, November 16, and serves as a global call to action to improve road safety through education, enforcement, and prevention; and

WHEREAS, the State of Florida has experienced significant impacts from traffic violence, with thousands of fatalities and injuries annually, including vulnerable road users such as pedestrians, cyclists, and motorcyclists; and

WHEREAS, the City of Zephyrhills recognizes the importance of community awareness and responsible driving practices in reducing road traffic deaths and injuries, and supports efforts to create safer streets for all residents; and

WHEREAS, acts of remembrance such as candlelight vigils, reading of names, and moments of silence offer comfort to those grieving and unite communities in a shared commitment to honor victims and advocate for change; and

WHEREAS, the theme of World Day of Remembrance 2025, "Safe Streets Save Lives," reinforces the urgent need for evidence-based actions to prevent further tragedies on our roads; and

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, by virtue of the authority vested in me, do hereby proclaim Sunday, November 16, 2025 as

World Day of Remembrance for Road Traffic Victims

in the City of Zephyrhills, and encourage all residents to join in honoring those lost, supporting the injured and bereaved, and working together to make our roads safer for everyone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Zephyrhills, Pasco County, Florida, to be affixed this 10th day of November, 2025.

____
Melonie Bahr Monson, Mayor

Attest: ________________________________
Ricardo Quiñones, City Clerk

City Council Meeting
November 10, 2025

Information Only

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - October 27, 2025

Issue:

A regular City Council Meeting was held on October 27, 2025

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. M10.27.2025 CCM

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on October 27, 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 6:10 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson (re-entered at 6:14 PM), Steven Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Kalvin Switzer, Public Information Officer Kevin Weiss, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt, Historic Preservation/Community Planner Will McCaw, Senior Code Support Specialist Jackie Boges and City Clerk Ricardo Quiñones.

The Invocation was led by Senior Code Support Specialist Jackie Boges.

The Pledge of Allegiance followed.

CITIZEN COMMENTS - NONE

MAYOR

1. Youth Council Update

Mayor Melonie Bahr Monson introduced members of the Mayor's Youth Council (MYC) to present their annual community service project.

Youth Council Members Na-Kowa Ryals, Hailey Dester, Brody Bishop, Michael Barns and Gianna Matthews presented details of the upcoming Drive-Thru BBQ Chicken Dinner Fundraiser to benefit CHIPZ (Community Hope and Intervention Program of Zephyrhills). The event will be held Thursday, November 20, 2025, from 5:00 p.m. to 7:30 p.m. at Meals on Wheels in Zephyrhills with 100% of proceeds benefiting CHIPZ.

Sponsors to date included Microtel Inn & Suites, Rick's Café, Bingham Realty, and an anonymous donor who provided meals for the Police Department. The Youth Council set a goal to raise $4,000, reporting $402 raised as of that morning. Mayor Monson commended the Youth Council for choosing a project focused on helping local homeless families and youth.

Police Chief Derek Brewer, co-founder of CHIPZ, thanked the Mayor's Youth Council for their leadership and compassion, stating that their involvement embodies the community-centered mission envisioned when CHIPZ was created.

Johnny Santos, Director of Operations for Wharton-Smith Inc, announced that the company would match all funds raised by the Youth Council fundraiser. Council members expressed appreciation for the presentation and commended the students for their civic engagement.

2. ZEDC Quarterly Update

Dr. Randy Stovall, Chair of the Zephyrhills Economic Development Coalition (ZEDC), presented the quarterly report and demonstrated the newly updated East Pasco Chamber of Commerce website, which integrates ZEDC content and branding.

Dr. Stovall highlighted the creation of a new logo and web interface, consolidation of research projects, and expanded resources for economic development, workforce training, business opportunities, and community data. The new site aims to serve as the central hub for businesses seeking to relocate or expand in Zephyrhills.

Recent ZEDC activities included:

- A stakeholder presentation by the Bay Area Manufacturing Association to connect industrial employers with local workforce programs.
- Plans to host the next stakeholder meeting focused on transportation safety, in coordination with Pasco County's comprehensive safety plan.
- Continued collaboration with Pasco EDC's Microloan Program to support small business startups.

Dr. Stovall provided a recap of the Zephyrhills Economic Summit, themed "Conservation and Growth," held in Council Chambers the previous month. Presenters included:

- Planning Director Todd Vande Berg, who discussed tree preservation and the City's conservation priorities.
- Amber Smith of SWFWMD, who presented on water resource management and storm impacts.
- Pasco County Environmental Lands Director Keith Wiley, who discussed park development in East Pasco.

- Commissioner of Agriculture Wilton Simpson, who shared remarks on emerging industries, including potential domestic production of rare earth minerals.

Council commended ZEDC for an engaging summit and the professional quality of the new website. Suggestions were made to feature new industries such as Bauducco Foods and MyTek, and to improve page navigation and font readability.

1. **CONSENT ITEMS**

1.1 Approval of City Council Meeting Minutes - October 13, 2025

1.2 Approval for Zephyrhills Police Department to Purchase (8) Vehicles

1.3 Purchase of Public Works Vehicles and Equipment

1.4 Approval of Agreement **41-25-33** for Park signs - Kenko Signs and Awning, LLC.

1.5 Approval of Change Order to Odyssey Mfg. Chlorine Tanks and Pumps **[25-25-02]**

1.6 Approval of Task Order to RCM Utilities for Well Site Generator Replacements **[41-22-21]**

Kenneth Burgess motioned to approve all consent items as presented. Seconded by Steven Spina. Motion Passed, 5-0.

2. **PUBLIC HEARING**

2.1 Reclaimed Water, Sewer and Potable Water Rates

Second 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.

City Attorney Matthew Maggard read Ordinance No. 1509-25 by title.

Council President opened and closed the public hearing with none speaking from the floor.

Finance Director Ted Beason explained that the ordinance provides for a 3% annual increase in water and sewer rates to fund $20 million in capital improvements. The increase equates to approximately $2.05 per month for the average residential bill.

Council discussed the importance of small incremental increases versus larger future adjustments.

Councilman Burgess said he supports this action but we should not budget assuming we will raise costs annually.

Lance Smith motioned to approve Ordinance No. 1509-25 on second reading. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

3. **CITY MANAGER'S REPORT**

3.1 Municipal Association of Pasco (MAP) Meeting November 06, 2025 - Dade City First Reading **RESOLUTION NO. 862-25 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Resolution No. 862.25 by title.

Jodi Wilkeson motioned to approve Resolution No. 862-25 on first reading. Seconded by Lance Smith. Motion Passed, 5-0.

3.2 Appropriations Request

City Manager Billy Poe recommended submitting a state funding request for the Zephyrhills Municipal Airport Terminal Project, estimated at $6 million. Representative Randy Maggard and Senator Danny Burgess agreed to sponsor the request.

Council discussed possibly submitting additional appropriation requests for stormwater and drainage projects, including Meadowood Loop and Zephyr Creek Canal, to diversify funding opportunities.

Staff directed to prepare airport and stormwater project submissions for the November legislative deadline.

MAYOR ANNOUNCEMENTS

Mayor Monson thanked Council for their support of the Youth Council, noting their progress and growing confidence in public presentations.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported:

- Significant industrial interest in Zephyrhills with Planning meetings underway.
- Successful USF Master of Public Administration class presentation featuring City leadership.
- 6th Avenue project nearing completion by December 2025; East South Avenue expected mid-December.
- DogTown books delivered to schools as part of the "One City, One Book" initiative.
- Abbott Square improvements nearing completion.
- City continues to review Mike Almeda's infrastructure and maintenance concerns.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

-**Lance Smith** – Encouraged donations and prayers for victims of the Jamaica hurricane and other Caribbean islands.
-Jodi Wilkeson – Thanked staff and volunteers for a successful Main Street Zephyrhills event.
-Steven Spina – Reported on the upcoming Historic Preservation Board meeting to review a demolition request for the Home Theatre Quonset Hut, emphasizing the importance of preserving the building façade and cultural use.
-Kenneth Burgess – Thanked Johnny Santos of Wharton-Smith Inc**.** for matching the Youth Council's CHIPZ fundraiser and provided an update on local Zephyrhills High School athletics.
-Charles Proctor – Echoed support for Caribbean relief efforts and recognized the resilience of affected communities.

4. **NOTED ITEMS**

4.1 Sunrise of Pasco County Memorandum of Understanding for 2025-2026
4.2 Panama City Police Department TraCS Memorandum of Understanding for the 20252026 Period.
4.3 Pinellas County Sheriff's Office Memorandum of Understanding 2025

ADJOURN 7:25 PM
Submitted by Ricardo Quiñones

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.2

Public Works purchase of 15 Yard Sideloader vehicle

Issue:
Purchase new 15-yard side loader solid waste collection vehicle.

Background:
This vehicle is to be used for the collection of residential solid waste.

Attachment(s):

1. 3400 15YD SIDELOADER QUOTE FY26

Fiscal Impact:
Purchase price not to exceed $222,521.40; FY26 Budgeted capital item in the amount of $230,000.

Staff Recommendation:
The Public Works Director and City Manager recommmend approval of this item as presented.

GSP MARKETING

322 Lavansville Road - - Somerset, PA 15501

Phone: 304-280-8761 - Fax: 814-443-4966 - Email: russpalmer@g-sproducts

G-S Products RECYCLING/WASTE EQUIPMENT

HGAC QUOTE

Date	Quote #
10/02/25	RMGMQ4035

Sold To: ZEPHYRHILLS FL

Email:
Phone:
Fax:

Ship To: ZEPHYRHILLS FL
2026 HGAC PRICING

Phone:
Fax:

2026 FREIGHTLINER M2-106 IN STOCK READY FOR BODY.
GVW 26,000# UNDER CDL
2026 HGAC BODY AND CHASSIS PRICING
QUOTE GOOD FOR 120 DAYS.

TERMS: PAYMENT ON DELIVERY	Russ Palmer	P.O. #	F.O.B. SOMERSET, PA.

Qty.	Description	Unit Price	Ext. Price
	HGAC PUBLISHED OPTIONS 2025 HGAC CONTRACT RH04-25		
1	RH0425C56 GS Products: (2026) CSD13A: 13-Yd, MiniStar Automated Side Loader, Plastic Container Applications, Dump Body; 2-axle configuration, Under CDL	$129,918.00	$129,918.00
	HGAC Published Options Total		$129,918.00
	HGAC NON PUBLISHED OPTIONS		
1	QUAD CAMERA SYSTEM PROVISION WITH EAGLE VIEW WITH QUAD 10" MONITOR - TAILGATE, HOPPER, FORWARD LIFT CAMERA, REAR LIFT CAMERA, EAGLE VIEW LIFT CAMERA	$3,523.00	$3,523.00
	Body Total		$133,441.00
1	HGAC 10% DISCOUNT	-$13,344.10	-$13,344.10
1	GS PRODUCTS CUSTOMER LOYALTY DISCOUNT	-$6,100.00	-$6,100.00
	Body Total		$113,996.90
1	(2026) HGAC FREIGHTLINER M2 CLASS 6 SINGLE AXLE UNDER CDL 26,000# GVW B6.7 250 HP 660 #FT TORQUE CUMMINS, ALLISON 3500RDS TRANS, 10K FRONT AXLE, 21K REAR AXLE NO FONTAINE CONVERSION	$105,000.00	$105,000.00
	WARRANTY FREIGHTLINER STANDARD 2 YR UNLIMITED MILES SEE SCHEDULE FOR DETAILS WARRANTY CUMMINS B6.7 3YR/UNLIMITED MILES, 5YR/100K EMISSIONS, TOWING IF DUE TO ENGINE FAILURE WARRANTY ALLISON TRANSMISSION 3YR/UNLIMITED MILES, TOWING INCLUDED IF DUE TO TRANSMISSION FAILURE WARRANTY CHASSIS TOWING 1YR UNLIMITED MILES INCLUDED TO NEAREST DEALER		
	Total		$218,996.90
1,007	TRUCK DELIVERY (DIESEL ONLY) TO ZEPHERHILLS FL	$3.50	$3,524.50
	Total		$222,521.40
1	STANDARD BODY EQUIPMENT	$0.00	$0.00
	890 TRANSMISSION MOUNTED PTO WITH TANDEM SECTION GEAR PUMP		

Qty.	Description	Unit Price	Ext. Price
	FULL CONTINUOUS PACK, GRAVITY DUMP BODY TO UNLOAD		
	1/4"HARDOX 450 FLOOR PLUS 1/4" HARDOX 450 HOPPER OVERLAY		
	HARDOX 450 PACKER GUIDES, TRACKS AND REPLACEABLE SHOES		
	PETERSON SMART LIGHT SYSTEM (4) REAR (2) FRONT		
	(2) REAR ALLEY LIGHTS MOUNTED BASE OF TAILGATE		
	LED BODY LIGHTS		
	GROUND BLOCK TAILGATE GREASE FITTINGS		
	SHOVEL AND BROOM HOLDER WITH EXTENDED ARM CLEANOUT TOOL		

SubTotal	$222,521.40
Sales Tax	$0.00
Shipping	$0.00
Total	**$222,521.40**

Please contact me if I can be of further assistance.

PRICING BASED UPON TOTAL PURCHASE - TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT.
PRICES QUOTED ARE F.O.B. SOMERSET, PA.
PAYMENT TERMS: FULL PAYMENT DUE UPON DELIVERY OF EQUIPMENT

QUOTE ACCEPTED BY:____ DATE:____________

CSD MINI STAR
AUTOMATED SIDE LOADER

MINIMUM COST.
MAXIMUM PERFORMANCE.

AFFORDABLE | HIGHLY MANEUVERABLE | LOW OPERATING COSTS

13 and 15
Cubic Yard Models

GSP Marketing Inc.
Manufacturer of
G-S Products
WASTE / RECYCLING EQUIPMENT

THE BEST SOLUTION WHEN PERFORMANCE AND COST SAVINGS ARE OF MOST IMPORTANCE.

When you need a truck that can handle short routes, parks and recreation, university campuses and all other locations where a agile and maneuverable smaller truck makes sense, the CSD MiniSTAR 13 is the collection unit for you.

The CSD MiniSTAR's long reach and narrow lift system is exclusively available with our route-proven dump body. This safe and stable lift arm system is designed with an easy-to-maintain lift/dump motion. Other low maintenance features include a simple electrical system that requires no air limit, or proximity switches on the lift mechanism. There is no need for PLC or computer control of lift or packer.

Plus, we keep you on budget. The CSD MiniSTAR 13 fits in the class six category. This means a CDL is not necessary to operate this unit. The CSD MiniSTAR 13 is the right solution with an affordable price tag, low maintenance features and a trained service team to back you up.

Constructed for Maximum Durability

The CSD MiniSTAR 13 features our route-proven continuous pack, telescopic dump body platform on a straight frame chassis. Roof, sides and tailgate are constructed of 12 gauge steel along with a seamless Hardox® 450 Steel floor. Versatile container-friendly design for 32 to 100 gallon containers. Available with a 3.8 cubic yard hopper (20 second packer cycle time at 1200 R.P.M.).

Easy to Maintain

The CSD MiniSTAR13 offers a cost effective tandem-section gear type pump at 36 G.P.M at 800 R.P.M. Nylatron® non-lube wear guides on horizontal slides that are replaceable without track disassembly.

Maximum Productivity and Safety

Low container dump height with a shrouded hopper to reduce blown debris. Lift arm horizontal and vertical supports are centered in relationship to the hopper and the load to be lifted—this means less wear and fewer parts to be replaced. LED body and work lights along with up to four optional cameras for operator safety and ease-of-operation.

Reduced Fuel Consumption

Fuel efficient engine idle operation of lift saves not only fuel, but engine wear.

Best Payload for Supreme Productivity

Our unique body is designed to collect more and meet legal payloads.

Also Available:

- 15 Cubic Yard Capacity MiniSTAR
- 20 Cubic Yard Capacity MidSTAR
- 30 Cubic Yard Capacity MaxiSTAR

Floor is manufactured with long-wearing Hardox® 450 Steel.

Fast cycle times, continuous packing and 50 degree minimum dump angle.

Extended debris shroud keeps refuse in the hopper.

Ergonomically designed controls for comfort and efficient operation.

A 35" straight vertical lift before the cart tips allows for easy collection off of retaining walls and snow banks.

Folding ladder allows for convenient hopper access.

Lift arm service prop makes service and maintenance safe and easy.

Large non-slip platform provides a safe and stable hopper access.

Three large LED work lights provide ample illumination.

True 7 Foot Arm Reach

Easy to Maintain

Maximum of only two grease fittings on lift arm (serviced weekly) and ten on the body (serviced monthly) makes lubricating quick and easy.

Hydraulic lines are neatly contained and tucked away during arm retraction.

Featuring Nylatron® non-lube wear guides—horizontal slide guides are replaceable without track disassembly.

Light weight Nylatron® bushings replace traditional heavy and more costly steel or bronze bearings.

Various chassis manufacture options available.

ON-SITE SERVICE TEAM

G-S Products is known for its versatile and highly productive refuse/recycling bodies. What you may not know is that GSP backs its products with a team of highly trained service technicians that provide nationwide on-site repair service.

- Reduce route downtime—we come to you.
- Self-contained service trucks—with our "shop on wheels", we can make repairs on the spot.
- Unmatched service—no competitor offers this one-of-a-kind support service.

G-S PRODUCTS ON-SITE SERVICE

G-S PRODUCTS PROUDLY made in USA WASTE/RECYCLING EQUIPMENT

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4_2022

G – S PRODUCTS MODEL COLLECSTAR CSD13A

SPECIFICATIONS FOR 13 CUBIC YARD AUTOMATED, GRAVITY UNLOAD

SCOPE

This specification describes a truck mounted, hydraulic refuse packer. Machine must be equipped with an automated loading mechanism on the curb side of the material receiving hopper near the front of the body. Body must be designed so that optimum load distribution can be achieved when installed on a 26,000 G.V.W. truck cab and chassis. Body installation shall not require modification to a standard truck chassis forward of the rear suspension. (NO DROP FRAME) THIS BODY MUST BE GRAVITY DUMP UNLOAD.

I. BODY

A. CAPACITY

1. The body shall have a usable capacity of thirteen (13) cubic yards including the tailgate.

B. DIMENSIONS

1. Body length –204” – (including bustle tailgate).
2. Overall height above chassis – 93” – (lift mechanism in “down” position).
3. Overall height above chassis –MUST NOT EXCEED 110” – (lift mechanism in full “up” position with 90-100 gallon cart in grabbers).
4. Overall width 96”- with arm in parked position.

1. CONSTRUCTION

1. The body floor shall be constructed of 1/4” HARDOX 450 steel plate.
2. The body floor shall have 6” x 10.5 lbs. /ft. structural channel long – members.
3. Body sides shall be curved shell style, twelve (12) gauge 50,000 P.S.I. steel sheet.
4. Body roof shall be curved shell style, twelve (12) gauge 50,000 P.S.I. steel sheet.
5. All external welds shall be continuous.

II. TAILGATE

A. CAPACITY

1. The tailgate shall have a usable capacity of 3.4 cubic yards minimum.

B. CONSTRUCTION

1. Body tailgate shall be bustle type, top hinged, with heavy-duty hinges and tapered-pin plunger style locks. Lock pins must have grease fittings accessible from ground level outside the body.
2. Tailgate shall be equipped with a flow control device to assure smooth, even operation.
3. Tailgate to be constructed from (12) gauge steel sheet and framed with formed steel channel.
4. Gate shall have a seal across the bottom and at least 12” up each side to control liquid leakage.

C. OPERATION

1. For greater operational stability and safety the tailgate shall be raised and lowered with two 2 ½” bore x 28” stroke double acting hydraulic cylinders.
2. All tailgate controls shall be located inside the truck cab within easy reach of the operator’s position. I.E. tailgate operation shall not require exit of the cab by the driver. Controls shall be electric/air/hydraulic and spring returned to the “neutral” position.
3. Tailgate to lock and release hydraulically through the use of positive acting, tapered rod, and plunger-style locks.
4. Tailgate ajar and lock status warning light and alarm to be installed in the truck cab.
5. Safety prop for tailgate to be included.
6. All exterior welds to be continuous.

III. PACKER HOPPER

A. FUNCTION

1. The receiving hopper shall have 3.8 cubic yards capacity minimum.
2. Hopper shall act as receiving chamber for materials dumped by the lifting mechanism.

B. CONSTRUCTION

1. Hopper floor to be constructed of 4 mm. HARDOX 450 steel plate.
2. Hopper side walls to be 4 mm. HARDOX 450 steel plate.
3. All welds in areas that may be damaged by abrasive material such as fine glass MUST be “HARD SURFACED” with appropriate composite over-weld.

C. HOPPER ACCESS

1. Hopper must have access ladder on “curb-side” of vehicle. Entry area must have O.H.S.A. compliant ladder and system kill Switch.

IV. COMPACTOR

A. FUNCTION

1. Compactor is to move the material dumped by the arm from the receiving hopper into the body chamber. Also, compactor is to compress the loaded material to such an extent that the vehicle is loaded to its recommended capacity.

B. OPERATION

1. Compactor to be powered by one (1), 5” bore x 60” stroke, single section, dual acting hydraulic cylinder.
2. Packer cycle shall be 20 seconds @ 1200 R.P.M.
3. When fully extended, compactor must penetrate the body by 18” minimum. This aids compaction of the material and reduces fallback into the loading hopper.
4. Compactor shall displace 1.9 cubic yards/cycle minimum.
5. Compactor shall have “on-demand” style controls with both “AUTOMATIC PACK” and “MANUAL PACK” selector console mounted in the truck cab and convenient from both sides of cab.
6. Compactor stroke shall be automatically reversible through the use of high quality automotive grade switches sensitive to both position and pressure.
7. Unit to be equipped with a “near-loaded” warning alarm to alert operator that body is approaching its maximum capacity.

C. CONSTRUCTION

1. Compactor to be guided by a floor mounted “T” track beam.
2. Both the “T” track beam and compactor guide shoes must be made of HARDOX 450 steel plate.
3. The compactor shall be constructed of engineered steel sections and fully tested using state-of-the-art Finite Stress Analysis technology.

V. AUTOMATED LOADING ARM

A. FUNCTION

1. Loading arm shall be sleeve mounted on the curbside of the loading hopper. Arm horizontal and vertical supports shall be centered in relation to the hopper and the load to be lifted. No part of the loading arm shall be mounted underneath the chassis frame, inside the hopper, or in front of the body. Due to operational stresses under load and over time, NO OFF-SET OR CANTILEVER DESIGNS ARE ACCEPTABLE.
2. Arm must have the ability to pick up containers, dump and return without the need to extend.

3. Once can is engaged, lift MUST move vertically for the first 35" before tipping. This allows cans that may be placed above grade on snow banks or retaining walls to be safely serviced. This vertical movement must be controllable by the operator as needed from the in-cab control position.
4. Arm must have horizontal extension of 60" (84" reach to can center line without tilting or any vertical motion).
5. The container "lift" motion must be operated by one (1) 2" bore x 35" stroke hydraulic cylinder.
6. The container tilt/dump must be operated by one (1) 3" bore x 12 3/8" stroke hydraulic cylinder with 1 1/2" cushion in rod end.
7. Lift cycle time shall be approximately seven (7) seconds (ground to ground) at engine idle.
8. Lifted container shall not "arc" outboard more than 20" during ground to ground movement.
9. Lift must stow within legal width with lift in down/grab open position.
10. Container dump cycle shall not exceed thirteen (13) feet from the ground at its highest point. (May vary slightly with different chassis.)
11. Container dump angle when in full "up" position shall be 50 degrees minimum.
12. Lift vertical motion shall be track guided by replaceable, non-grease, NYLATRON NSM wear shoes
13. Lift cycle shall be smooth, non-binding and non-violent.
14. Lift load capacity shall be 1,000 lbs. at full extension.
15. Lift horizontal movement shall be track guided by NYLATRON NSM non-grease wear guides. Guides must be replaceable without track or lift dis-assembly.
16. Grabbers shall be belt-type capable of handling containers ranging in size from 48 gallon to 100 gallon interchangeably. Grab pressure must be adjustable to suit different types of container manufacturing methods and materials.

B. CONSTRUCTION

1. Loading lifting arms must be constructed of solid high tensile steel plate. Due to their tendency to deflect under load, tubular load lifting components are NOT acceptable.
2. All tilt mechanism connecting pins shall be 1.25" minimum diameter with self-aligning bearings and grease fittings.
3. Lift shall have a top rotator shaft that lifts grab mechanism through its motion while powered by a single hydraulic cylinder.
4. Top shaft shall be retained by replaceable NYLATRON NSM non-grease split bearings (two sets) and grade 8 bolts.
5. Lift arm rotator cam must have NYLATRON NSM non-grease bearing rotating on a 3" diameter shaft.

6. Cylinder pivots for grab, in-out as well as up/down shall be Teflon backed self-aligning greaseless bearings properly installed with 1” grade 8 bolts.
7. Grab pivots must use chromed steel pins with fiber filled greaseless bearings.
8. Grab cylinders (2) shall be 2” bore x 6” stroke.
9. In-out cylinders shall be (1) 2” bore x 60” stroke with rubberized bumper on base end.
10. Up-down cylinder shall be 2” bore x 35” stroke.
11. Tilt cylinder must be 3” bore x 12 3/8” stroke

C. CONTROLS

1. Outside controls for loading mechanism shall be located in the chassis cab and convenient for operator access from the ground.
2. In-cab control to be a joystick or rocker- style switches mounted in cab. Joystick or rocker switches shall control in/out, up/down/dump and grab functions.
3. Lift functions <u>must operate without the need for computers, PLC’s, proximity switches</u>, or relays.

VI. BODY UNLOADING

A. FUNCTION

1. Body payload to be offloaded by hydraulically powered GRAVITY DUMP...

. 2. Hoist cylinder shall have 120” stroke with 3 stages. Dump angle to be 45 degrees minimum.

3. Controls to be mounted convenient to operator’s in-cab driving location
4. Body must be equipped with safety prop for service access.

VII. HYDRAULICS

A. PUMP

All body and lift functions shall be powered by a tandem-section gear type pump (36 G.P.M. @ 800 R.P.M.). This pump shall be powered by a transmission mounted Chelsea Model 890 power take- off. Each pump section shall automatically unload to tank when factory flow settings are exceeded. This feature prevents unintended or accidental over-speed of the system.

B. BODY CONTROL VALVES

1. The body main valve must be a Parker hydraulics model VA-20 with main system pressure set @ 2,500 P.S.I. This valve must have two (2) control sections to act as directional control for the packer and to control the body hoist.This valve must be electric/air/hydraulic controlled by automotive style relays. NO COMPUTERS OR PLC’S.

2. The valve assembly that controls all other lift and body functions shall be Parker hydraulics model VA-20 with relief set @ 2,500 P.S.I. Valve spool controls must be pneumatic. Lift functions must operate with no computers, PLC's, limit switches, or proximity switches.

C. HYDRAULIC RESERVOIR

The body shall be equipped with a "street-side" frame mounted hydraulic reservoir with a minimum capacity of sixty (60) gallons. This reservoir shall be equipped with a fill cap, breather, fluid level indicator and temperature gauge. Under normal operating conditions, hydraulic oil temperature MUST NOT EXCEED 75 degrees above ambient temperature without the need for external cooling. NO AUXILIARY COOLING ALLOWED. NO EXCEPTIONS.

D. FILTRATION AND SERVICE

System cleanliness and protection against contamination shall be accomplished through the use of the following devices:

1. All oil shall be routed through a 10 micron return line filter. This filter shall be installed at or near the front of the hydraulic reservoir and properly sized so that 100% of the flow is filtered under normal operating conditions without bypass. Filter must be located so that all periodic service can be performed from ground level. Filter service must be possible without loss of fluid.
2. IN-LINE SHUTOFF.
   For ease of service the suction line shall be equipped with a shutoff valve plumbed adjacent to the reservoir.
3. SUCTION STRAINER.
   A 100-mesh oil strainer must be installed in the hydraulic system suction line. This strainer must be serviceable without draining the system reservoir.

E. PLUMBING

All body and lift plumbing not requiring flexibility to complete its function must be constructed of seamless steel hydraulic tubing correctly sized for each operation. Plumbing requiring hoses shall be routed in such a way as to prevent rubbing, chafing and undue bending.

VIII. IN-CAB CONTROLS

The following controls must be mounted inside the truck cab for safe and convenient operation.

1. Hydraulic system on/off switch.
2. Body tailgate control.
3. Body dump control.
4. Work light and strobe light switches
5. Lift joystick/ Rocker Switches
6. Packer over-ride switch

IX. LIGHTS

1. Standard lights shall be supplied in accordance with FMVSS#108.
2. All body lights must be TRUCKLITE Model “SUPER 44” L.E.D. with SERIES 50 wiring harness.
3. Automated lift working area must have implement style adjustable work lights.

X. ACCESSORIES

1. Federal under-ride bumper shall be installed.
2. Tailgate safety prop shall be provided.
3. Tailgate “ajar” and tailgate “unlock” alarm shall be provided.
4. Back up alarm shall be provided.
5. Hopper shall have access doors on each side for cleaning behind the packer.. Doors must be sealed when closed.
6. Unit shall be equipped with a TRIPLE CAMERA SYSTEM located to customer specifications.

XI. PAINTING PROCEDURES

1. The body and lift shall be free of all weld slag, dirt and grease and be prepared prior to painting in accordance with the paint manufacturers specifications.
2. Body and loading mechanism shall receive at least one coat of primer and one finish coat of polyurethane enamel. Primer shall be approved for use with the finish coat material.

XII. WARRANTY

1. A minimum one-year warranty against manufacturing defects shall be provided by the manufacturer.
2. BODY MANUFACTURER MUST BE EQUIPPED TO PROVIDE ON-SITE SERVICE IF NEEDED.
3. SUFFICIENT ON-SITE TRAINING FOR BOTH OPERATORS AND MECHANICS SHALL BE CONDUCTED WHEN COMPLETED UNIT IS DELIVERED.

XIII. BODY MUST BE MANUFACTURED IN THE U.S.A.

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.3

Public Works purchase of 30 Yard Sideloader vehicle

Issue:
Purchase new 30-yard side loader solid waste collection vehicle.

Background:
This vehicle is to be used for the collection of residential solid waste.

Attachment(s):

1. 3400 30YD SIDELOADER QUOTE FY26

Fiscal Impact:
Purchase price not to exceed $308,420.00; FY26 Budgeted capital item in the amount of $330,000.

Staff Recommendation:
The Public Works Director and City Manager recommend approval of this item as presented.

GSP MARKETING

322 Lavansville Road - - Somerset, PA 15501
Phone: 304-280-8761 - Fax: 814-443-4966 - Email: russpalmer@g-sproducts

G-S Products
RECYCLING/WASTE EQUIPMENT

HGAC QUOTE

Date	Quote #
10/02/25	RMGMQ4129

Sold To: ZEPHYRHILLS FL

Email:
Phone:
Fax:

Ship To: ZEPHYRHILLS FL
2026 HGAC PRICING

Phone:
Fax:

2026 CHASSIS IN STOCK WITH DSDD FONTAIN MODIFICATION ALREADY ON ORDER FOR CONVERSION.
2026 BODY PRICING
UPDATED HGAC CONTRACT JULY 1 2025.
QUOTE GOOD FOR 120 DAYS.

TERMS: PAYMENT ON DELIVERY	Russ Palmer	P.O. #	F.O.B. SOMERSET, PA.

Qty.	Description	Unit Price	Ext. Price
	HGAC PUBLISHED OPTIONS		
1	RH0425C81 GS Products: CSD30A: 30-Yd, MaxiStar Automated Side Loader, Plastic Container Applications, Dump Body; 3-axle configuration	$169,884.00	$169,884.00
	HGAC Non Published Options Total		$169,884.00
1	(STD) PETERSON SMART LIGHTS (6) STROBE SYSTEM 4 REAR 2 FRONT	$0.00	$0.00
	STD) (2) REAR ALLEY LIGHTS MOUNTED BASE OF TAILGATE		
1	QUAD CAMERA SYSTEM BY PROVISION 10" QUAD MONITOR INCLUDES SKYWARD CAMERA FRO CLEARANCE	$3,181.00	$3,181.00
1,007	TRUCK DELIVERY CHARGE $3.50 PER MILE (DIESEL ONLY)	$3.50	$3,524.50
	Body Total		$176,589.50
	10.0% HGAC Discount		-$17,658.95
	Total		$158,930.55
1	GS PRODUCTS CUSTOMER LOYALTY DISCOUNT	-$4,170.55	-$4,170.55
	Running SubTotal		$154,760.00
1	2026 FREIGHTLINER M2 CLASS 8 56,000# GVW L9 CUMMINS 360 HP 1150# FT TORQUE 315/80RX22.5 HENDRICKSON REAR SUSPENSION	$131,000.00	$131,000.00
1	FONTAINE MODIFICATION PREMIUM DUAL STEER, DUAL CONTROLS, DUAL TILT/TELESCOPIC STEERING WHEEL, DUAL AIR RIDE SEATS, RIGHT SIDE AIR HORN PULL CORD AND FLAMING RIVER BATTERY SHUT OFF SWITCH	$22,660.00	$22,660.00
	WARRANTY FREIGHTLINER STANDARD 2 YR UNLIMITED MILES SEE SCHEDULE FOR DETAILS		
	WARRANTY CUMMINS L9 2YR/250K MILES, 5YR/100K MILES EMISSIONS, TOWING COVERED IF DUE TO ENGINE FAILURE		
	WARRANTY ALLISON TRANSMISSION 3YR/UNLIMITED MILES, TOWING INCLUDED IF DUE TO TRANSMISSION FAILURE		
	WARRANTY CHASSIS TOWING 1YR UNLIMITED MILES INCLUDED TO NEAREST DEALER		
	Total		$308,420.00

Qty.	Description	Unit Price	Ext. Price
		SubTotal	$308,420.00
		Sales Tax	$0.00
		Shipping	$0.00
		Total	**$308,420.00**

Please contact me if I can be of further assistance.

PRICING BASED UPON TOTAL PURCHASE - TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT.
PRICES QUOTED ARE F.O.B. SOMERSET, PA.
PAYMENT TERMS: FULL PAYMENT DUE UPON DELIVERY OF EQUIPMENT

QUOTE ACCEPTED BY:____ DATE:____________

CSD 30 MAXI STAR
AUTOMATED SIDE LOADER

HIGHLY PRODUCTIVE.
BUDGET FRIENDLY.

30 Cubic Yard

GSP Marketing Inc.
Manufacturer of
G-S Products
WASTE / RECYCLING EQUIPMENT

COVER MORE ROUTE STOPS WITH THE TRUCK THAT COMBINES SPEED, STRENGTH, AGILITY AND SIMPLE TO MAINTAIN FEATURES.

The CSD30 MaxiSTAR offers one of the fastest cycle times in the refuse industry. With its speed and large capacity, this unit not only saves you time, but money. Need proof, ask one of our sales professionals for an on-site demonstration.

The CSD30 MaxiSTAR's long reach and narrow lift system is exclusively available with our route-proven dump body. This safe and stable lift arm system is designed with an easy-to-maintain lift/dump motion. Other low maintenance features include a simple electrical system that requires no air limit, or proximity switches on the lift mechanism. There is no need for PLC or computer control of lift or packer.

Plus, we keep you on budget. The CSD30 MaxiSTAR is the right solution with an affordable price tag, low maintenance features and a trained service team to back you up.

Constructed for Maximum Durability

The CSD30 MaxiSTAR features our route-proven continuous pack, telescopic dump body platform on a straight frame chassis. Roof and sides are constructed of 10 gauge steel. The tailgate is 12 gauge with a Hardox® 450 Steel floor. Versatile container-friendly design for 32 to 100 gallon containers. Available with a 3.8 cubic yard hopper (20 second packer cycle time at 1200 R.P.M.).

Easy to Maintain

The CSD30 MaxiSTAR offers a cost effective tandem-section gear type pump at 36 G.P.M at 800 R.P.M. Nylatron® non-lube wear guides on horizontal slides that are replaceable without track disassembly.

Maximum Productivity and Safety

Low container dump height with a shrouded hopper to reduce blown debris. Lift arm horizontal and vertical supports are centered in relationship to the hopper and the load to be lifted—this means less wear and fewer parts to be replaced. LED body and work lights along with up to four optional cameras for operator safety and ease-of-operation.

Reduced Fuel Consumption

Fuel efficient engine idle operation of lift saves not only fuel, but engine wear.

Best Payload for Supreme Productivity

Our unique body is designed to collect more and meet legal payloads.

Also Available:
- **13 and 15 Cubic Yard Capacity MiniSTAR**
- **20 Yard Capacity MidSTAR**

FEATURES

Floor is manufactured with long-wearing Hardox® 450 Steel.

Fast cycle times, continuous packing and 50 degree minimum dump angle.

Extended debris shroud keeps refuse in the hopper.

Ergonomically designed controls for comfort and efficient operation.

A 35" straight vertical lift before the cart tips allows for easy collection off of retaining walls and snow banks.

Folding ladder allows for convenient hopper access.

Lift arm service prop makes service and maintenance safe and easy.

Large non-slip platform provides a safe and stable hopper access.

Three large LED work lights provide ample illumination.

True 12 Foot Arm Reach

Simple Maintenance

Maximum of only two grease fittings on lift arm (serviced weekly) and ten on the body (serviced monthly) makes lubricating quick and easy.

Hydraulic lines are neatly contained and tucked away during arm retraction.

Featuring Nylatron® non-lube wear guides—horizontal slide guides are replaceable without track disassembly.

Light weight Nylatron® bushings replace traditional heavy and more costly steel or bronze bearings.

Various chassis manufacture options available.

ON-SITE SERVICE TEAM

G-S Products is known for its versatile and highly productive refuse/recycling bodies. What you may not know is that GSP backs its products with a team of highly trained service technicians that provide nationwide on-site repair service.

- Reduce route downtime—we come to you.
- Self-contained service trucks—with our "shop on wheels", we can make repairs on the spot.
- Unmatched service—no competitor offers this one-of-a-kind support service.

G-S PRODUCTS ON-SITE SERVICE

G-S PRODUCTS PROUDLY made in USA WASTE/RECYCLING EQUIPMENT

G-S Products
Preferred Partner Program

GSP Marketing Inc.
Manufacturer of
G-S Products
WASTE / RECYCLING EQUIPMENT

322 Lavansville Road
Somerset, Pennsylvania 15501
814-445-5866 • FAX 814-443-4966
email gerrym@g-sproducts.com
www.g-sproducts.com

Schedule an on-site demonstration for your routes. DEMO HOT LINE: 814-445-5866

ASK US ABOUT

9000series 1 YEAR PEACE OF MIND WARRANTY

*see full warranty for specific details

6_2023

G –S PRODUCTS COLLECSTAR MODEL CSD32A

SPECIFICATIONS FOR 30 CUBIC YARD AUTOMATED, GRAVITY UNLOAD

SCOPE: This specification describes a truck mounted, hydraulic refuse packer. Machine must be equipped with an automated loading mechanism on the curb side of the material receiving hopper near the front of the body. Body must be designed so that optimum load distribution can be achieved when installed on a 54,000 G.V.W. truck cab and chassis. Body installation shall not require modification to a standard truck chassis forward of the rear suspension. (NO DROP FRAME) THIS BODY MUST BE GRAVITY DUMP UNLOAD.

I. BODY

A. CAPACITY

1. The body shall have a usable capacity of thirty (32) cubic yards including the tailgate.

B. DIMENSIONS

1. Body length –292” – (including bustle tailgate).
2. Overall height above chassis – 94” – (lift mechanism in “down” position).
3. Overall height above chassis –MUST NOT EXCEED 104” – (lift mechanism in full “up” position with 90-100 gallon cart in grabbers).
4. Overall width 102”- with arm in parked position.

1. CONSTRUCTION

1. The body floor shall be constructed of ¼” HARDOX 450 steel plate.
2. The body floor shall have 8” x 11.5 lbs. /ft. structural channel long – members.
3. Body sides shall be curved shell style, ten (10) gauge 50,000 P.S.I. steel sheet.
4. Body roof shall be curved shell style, ten (10) gauge 50,000 P.S.I. steel sheet.
5. All external welds shall be continuous.

II. TAILGATE

A. CAPACITY

1. The tailgate shall have a usable capacity of 8.2 cubic yards minimum.

B. CONSTRUCTION

1. Body tailgate shall be bustle type, top hinged, with heavy-duty hinges and tapered-pin plunger style locks. Lock pins must have grease fittings accessible from ground level outside the body.
2. Tailgate shall be equipped with a flow control device to assure

smooth, even operation.

3. Tailgate to be constructed from 12 gauge steel sheet and framed with formed steel channel.
4. Gate shall have a seal across the bottom and at least 20" up each side to control liquid leakage.

C. OPERATION

1. For greater operational stability and safety the tailgate shall be raised and lowered with two 2 ½" bore x 28" stroke double acting hydraulic cylinders.
2. All tailgate controls shall be located inside the truck cab within easy reach of the operator's position. I.E. tailgate operation shall not require exit of the cab by the driver. Controls shall be electric/air/hydraulic and spring returned to the "neutral" position.
3. Tailgate to lock and release hydraulically through the use of positive acting, tapered rod, and plunger-style locks.
4. Tailgate ajar and lock status warning light and alarm to be installed in the truck cab.
5. Safety prop for tailgate to be included.
6. All exterior welds to be continuous.

III. PACKER HOPPER

A. FUNCTION

1. The receiving hopper shall have 3.8 cubic yards capacity minimum.
2. Hopper shall act as receiving chamber for materials dumped by the lifting mechanism.

B. CONSTRUCTION

1. Hopper floor to be constructed of ¼" HARDOX 450 steel plate.
2. Hopper side walls to be ¼ "HARDOX 450 steel plate.
3. All welds in areas that may be damaged by abrasive material such as fine glass MUST be "HARD SURFACED" with appropriate composite over-weld.

C. HOPPER ACCESS

1. Hopper must have access ladder on "curb-side" of vehicle. Entry area must have O.H.S.A. compliant ladder and system kill Switch

IV. COMPACTOR

A. FUNCTION

1. Compactor is to move the material dumped by the arm from the receiving hopper into the body chamber. Also, compactor is to compress the loaded material to such an extent that the vehicle is loaded to its recommended capacity.

B. OPERATION

1. Compactor to be powered by one (1), 6" bore x 60" stroke, single

section, dual acting hydraulic cylinder.

2. Packer cycle shall be 24 seconds @ 1200 R.P.M.
3. When fully extended, compactor must penetrate the body by 18” minimum. This aids compaction of the material and reduces fallback into the loading hopper.
4. Compactor shall displace 1.9 cubic yards/cycle minimum.
5. Compactor shall have “on-demand” style controls with both “AUTOMATIC PACK” and “MANUAL PACK” selector console mounted in the truck cab and convenient from both sides of cab.
6. Compactor stroke shall be automatically reversible through the use of high quality automotive grade switches sensitive to both position and pressure.
7. Unit to be equipped with a “near-loaded” warning alarm to alert operator that body is approaching its maximum capacity.

C. CONSTRUCTION

1. Compactor to be guided by a floor mounted “T” track beam.
2. Both the “T” track beam and compactor guide shoes must be made of HARDOX 450 steel plate.
3. The compactor shall be constructed of engineered steel sections and fully tested using state-of-the-art Finite Stress Analysis technology.

V. AUTOMATED LOADING ARM

A. FUNCTION

1. Loading arm shall be sleeve mounted on the curbside of the loading hopper. Arm horizontal and vertical supports shall be centered in relation to the hopper and the load to be lifted. No part of the loading arm shall be mounted underneath the chassis frame, inside the hopper, or in front of the body. Due to operational stresses under load and over time, NO OFF-SET OR CANTILEVER DESIGNS ARE ACCEPTABLE.
2. Arm must have the ability to pick up containers, dump and return without the need to extend.
3. Once can is engaged, lift MUST move vertically for the first 35” before tipping. This allows cans that may be placed above grade on snow banks or retaining walls to be safely serviced. This vertical movement must be controllable by the operator as needed from the in-cab control position.
4. Arm must have horizontal extension of 108” (144” reach to can center line without tilting or any vertical motion).
5. The container “lift” motion must be operated by one (1) 2” bore x 35” stroke hydraulic cylinder.
6. The container tilt/dump must be operated by one 3” bore x 12 3/8” stroke hydraulic cylinder with 1 1/2” cushion in rod end.
7. Lift cycle time shall be approximately seven (7) seconds (ground to

ground) at engine idle.

8. Lifted container shall not “arc” outboard more than 20” during ground to ground movement.
9. Lift must stow within legal width with lift in down/grab open position.
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6. Cylinder pivots for grab, in-out as well as up/down shall be Teflon backed self-aligning greaseless bearings properly installed with 1” grade 8 bolts.
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9. In-out cylinders shall be (2) 2” bore x 54” stroke with rubberized bumper on base end.
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2. Hoist cylinder shall have 170" stroke with 4 stages. Dump angle shall be 45 degrees minimum.
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XIII. BODY MUST BE MANUFACTURED IN THE U.S.A.

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.4

Public Works Bodyswap SA66 Quote

Issue:
Furnish and install new body on truck SA66.

Background:
This new truck body will be installed on an existing truck chassis (SA66).

Attachment(s):

1. 3400 BODYSWAP SA66 QUOTE FY26

Fiscal Impact:
FY26 Budgeted capital item, purchase not to exceed $159,986.93; total budgeted amount was $165,000.

Staff Recommendation:
The Public Works Director and City Manager recommend approval as presented.

AMREP	1555 S. Cucamonga Avenue, Ontario, California 91761 Telephone 909-923-0430 - Fax 909-923-2485 www.amrepproducts.com	**PROPOSAL** **AB-053025.09-ASL**

For:	City of Zephyrhills	**Contact:**	Bobby Black	**Date:**	October 9, 2025
	39421 South Avenue	**Phone:**	(813) 780-0022	**Rep:**	Alan Blanchard
	Zephyrhills, FL 33542	**Email:**	bblack@ci.zephyrhills.fl.us	**Title:**	RSM - Florida
End User:	City of Zephyrhills	**Contact:**	Bobby Black	*NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote*	
	39421 South Avenue	**Phone:**	(813) 780-0022		
	Zephyrhills, FL 33542	**Email:**	bblack@ci.zephyrhills.fl.us		

WASTEQUIP CUSTOMER FINANCE PROGRAM - Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% fin on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available.
For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com

**Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.*

Furnish and Install: One (1) Amrep Hardox Automated Side Loader Tip-To-Dump AMHASLT-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Tip-To-Dump Ejection, PTO and Pump, Seam Sealant

Body Material:		**Packer:**	
Hopper Sides	4mm Hardox AR450, 175,000 PSI Steel		Dual Blade Packer System, Low Packer Blade and Follower
Body Lower	1/8" Hardox AR450, 175,000 PSI Steel	Wear Plates	3/16" Hardox AR450, 175,000 PSI Steel
Body Upper	1/8" Hardox AR450, 175,000 PSI Steel	**Lighting:**	Amber Beacon, Packer Light, (6) Peterson Lights:
PTO:	Transmission Mounted PTO and Gear Pump		4 Strobe Box Lights, 2 Side Facing on Camera Bracket
Clamp:	30-60-90 Gallon Container Capacity		
Controls:	Single Joystick In Cab RH Side, Rocker Switch Controls RH Driver Door		
Paint:	Single Color - Body to Match Cab, Unless Otherwise Note	**Color Code:**	Default
Additional Items:	Broom & Shovel Mounted on Body Shell	**Camera(s):**	Rear Camera Bracket "Only"
	Fire Extinguisher 20lb on Tandem Fender		
	Body Service Hoist, Hydraulic Hopper Cover	***Chassis Must be RH or Dual Drive with Amrep ASL Body**	
Warranty:	Standard 12 Month Warranty on Workmanship and Materials (More Warranty Options Below)		
Notice:	Chassis Must Be Received with Back-Up Alarm and Proper Wheelbase with Clear CT (Cab to center of Tandem)		
	Truck OEM / Dealer Responsible for Programming and Connecting Electrical Throttle Operation (1,500 RPM)		

OPTIONS	**PRICE**	**QTY**	**TOTAL**
Base Price for Body	$ -	1	$ -
Quad Camera System (Non-Recording) Hopper, Rear, Arm, and LH blind spot	$ -	1	$ -
LED Reverse Lights on Body Sides and Rear, Hopper Work Light	$ -	1	$ -
Caution Decal on Tailgate	$ -	1	$ -
Clean Out Tool - Mounted to Front of Body	$ -	1	$ -
Spill Kit, 5 Gal Bucket With Mounting Bracket	$ -	1	$ -
Tool Box, Steel Frame Mount 36"	$ -	1	$ -
Fire Extinguisher 20 lb Mounted on Body	$ -	1	$ -
Standard Pricing for Body, items above included	$ 145,486.93	1	$ 145,486.93
Remove and dispose of old body at WRX Lakeland	$ 6,000.00	1	$ 6,000.00
Quoted for Unit 66 with VIN 104812			$ -
Unit must be DOT road legal and able to pass a DOT pre-trip inspection			$ -
No repairs will be made to the cab/chassis side of the unit			$ -
All work will be limited to the collection body side of the unit, but will include body			$ -
related controls that will be removed/mounted inside the cab			$ -
The intent of this work is to "swap" the collection body by removing a G-S Products			$ -
ASL body and replacing with an Amrep ASL body. Anything outside that scope			$ -
of work will be the responsibility of the buyer.			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Sub Totals	$ 151,486.93	1	$ 151,486.93
	Sales Tax	6%	EXEMPT
	FET	12%	EXEMPT
	Transportation		$ 8,500.00
	TOTAL		**$ 159,986.93**

TERMS:	*Net 30 Days*
DELIVERY:	*120 Days After Chassis Arrival at Amrep Factory*
F.O.B.:	*Salisbury, NC*

Out of State Deliveries Must Be Performed By Common Carrier

SIGNATURE: ______________________ **DATE:** __________

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.5

Public Works Bodyswap SA700 Quote

Issue:
Furnish and install new body on truck SA700.

Background:
This new truck body will be installed on an existing truck chassis (SA700).

Attachment(s):

1. 3400 BODYSWAP SA700 QUOTE FY26

Fiscal Impact:
FY26 Budgeted capital item, purchase not to exceed $159,986.93; total budgeted amount is $165,000.

Staff Recommendation:
The Public Works Director and City Manager recommend approval as presented.

AMREP	1555 S. Cucamonga Avenue, Ontario, California 91761 Telephone 909-923-0430 - Fax 909-923-2485 *www.amrepproducts.com*	**PROPOSAL** **AB-053025.10-ASL**

For:	City of Zephyrhills 39421 South Avenue Zephyrhills, FL 33542	**Contact:** **Phone:** **Email:**	Bobby Black (813) 780-0022 bblack@ci.zephyrhills.fl.us	**Date:** **Rep:** **Title:**	October 9, 2025 Alan Blanchard RSM - Florida
End User:	City of Zephyrhills 39421 South Avenue Zephyrhills, FL 33542	**Contact:** **Phone:** **Email:**	Bobby Black (813) 780-0022 bblack@ci.zephyrhills.fl.us	*NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote*	

WASTEQUIP CUSTOMER FINANCE PROGRAM - Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% fin on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com

**Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.*

Furnish and Install: One (1) Amrep Hardox Automated Side Loader Tip-To-Dump AMHASLT-19 on Your 3-Axle Cab & Chassis

See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Tip-To-Dump Ejection, PTO and Pump, Seam Sealant

Body Material:		**Packer:**	
Hopper Sides	4mm Hardox AR450, 175,000 PSI Steel		Dual Blade Packer System, Low Packer Blade and Follower
Body Lower	1/8" Hardox AR450, 175,000 PSI Steel	Wear Plates	3/16" Hardox AR450, 175,000 PSI Steel
Body Upper	1/8" Hardox AR450, 175,000 PSI Steel	**Lighting:**	Amber Beacon, Packer Light, (6) Peterson Lights:
PTO:	Transmission Mounted PTO and Gear Pump		4 Strobe Box Lights, 2 Side Facing on Camera Bracket
Clamp:	30-60-90 Gallon Container Capacity		
Controls:	Single Joystick In Cab RH Side, Rocker Switch Controls RH Driver Door		
Paint:	Single Color - Body to Match Cab, Unless Otherwise Note	**Color Code:**	Default
Additional Items:	Broom & Shovel Mounted on Body Shell	**Camera(s):**	Rear Camera Bracket "Only"
	Fire Extinguisher 20lb on Tandem Fender		
	Body Service Hoist, Hydraulic Hopper Cover	***Chassis Must be RH or Dual Drive with Amrep ASL Body**	
Warranty:	Standard 12 Month Warranty on Workmanship and Materials (More Warranty Options Below)		
Notice:	Chassis Must Be Received with Back-Up Alarm and Proper Wheelbase with Clear CT (Cab to center of Tandem)		
	Truck OEM / Dealer Responsible for Programming and Connecting Electrical Throttle Operation (1,500 RPM)		

OPTIONS	PRICE	QTY	TOTAL
Base Price for Body	$ -	1	$ -
Quad Camera System (Non-Recording) Hopper, Rear, Arm, and LH blind spot	$ -	1	$ -
LED Reverse Lights on Body Sides and Rear, Hopper Work Light	$ -	1	$ -
Caution Decal on Tailgate	$ -	1	$ -
Clean Out Tool - Mounted to Front of Body	$ -	1	$ -
Spill Kit, 5 Gal Bucket With Mounting Bracket	$ -	1	$ -
Tool Box, Steel Frame Mount 36"	$ -	1	$ -
Fire Extinguisher 20 lb Mounted on Body	$ -	1	$ -
Standard Pricing for Body, items above included	$ 145,486.93	1	$ 145,486.93
Remove and dispose of old body at WRX Lakeland	$ 6,000.00	1	$ 6,000.00
Quoted for Unit 700 with VIN 107904			$ -
Unit must be DOT road legal and able to pass a DOT pre-trip inspection			$ -
No repairs will be made to the cab/chassis side of the unit			$ -
All work will be limited to the collection body side of the unit, but will include body			$ -
related controls that will be removed/mounted inside the cab			$ -
The intent of this work is to "swap" the collection body by removing a G-S Products			$ -
ASL body and replacing with an Amrep ASL body. Anything outside that scope			$ -
of work will be the responsibility of the buyer.			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Sub Totals	$ 151,486.93	1	$ 151,486.93
	Sales Tax	6%	EXEMPT
	FET	12%	EXEMPT
	Transportation		$ 8,500.00
	TOTAL		**$ 159,986.93**

TERMS:	*Net 30 Days*
DELIVERY:	*120 Days After Chassis Arrival at Amrep Factory*
F.O.B.:	*Salisbury, NC*

Out of State Deliveries Must Be Performed By Common Carrier

SIGNATURE: ______________________ **DATE:** __________

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.

ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

Action Item

CONSENT ITEMS 1.6

Public Works purchase of Skid Steer vehicle

Issue:
Purchase new CAT Skid Steer

Background:
The Skid Steer is to be used for maintenance activities along with debris removal.

Attachment(s):
1. 3400 SKIDSTEER QUOTE FY26

Fiscal Impact:
FY 26 Budgeted capital item, purchase not to exceed $116,507.00; total budgeted amount is $120,000.

Staff Recommendation:
The Public Works Director and City Manager recommend approval of this item as presented.

Ring Power CAT

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 10/6/2025
City of Zephyrhills

(1) NEW CATERPILLAR 275 COMPACT TRACK LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.0
Item # 222, Skid Steer - 3100 lb., Tracked Only and Options
Contract Dates: October 1, 2023, Through September 30, 2026

BASE MACHINE

BASE	Caterpillar 279D Per Sheriff's Contract Specifications	$82,686
586-0279	Upgrade to 275 CTL, Base Machine Only	$5,768
	TOTAL OF BASE MACHINE	**$88,454**

NON-SPECIFIED OPTIONS

654-2021	CAB PACKAGE, ULTRA	$16,960
606-9933	HYDRAULICS, PERFORMANCE, (HP3)	INCL
642-9076	IDLER WHEELS, TRIPLE FLANGE	INCL
579-2311	WORKLIGHTS, LED, FRONT/REAR/SIDE	INCL
585-9838	COMFORT PKG, ENCLOSED CAB, HVAC	INCL
585-9588	SEAT, AIR SUSPNESION, HEAT / VENT	INCL
607-5802	TECHNOLOGY PACKAGE (T5)	INCL
585-9956	FAN, COOLING, DEMAND, REVERSING	INCL
640-5405	HOSE GUIDE, ATTACHMENT	INCL
586-0241	GUARDING / SEALING PKG, (HD2)	$2,400
594-6234	TRACK, RUBBER, 450MM (17.7 IN) BAR	$955
592-6357	RIDE CONTROL, NONE	NC
651-5069	STARTING PACKAGE, STANDARD	NC
592-8574	FUEL, ELECTRIC PRIMING	$630
579-2312	REAR LIGHTS	NC
593-7244	DOOR, CAB, POLYCARBONATE	$284
613-1924	SEAT BELT, 2"	NC
651-8586	INTEGRATED RADIO	$680

579-2324	PRODUCT LINK, CELLULAR PLE643	NC
585-9939	COUPLER, HYD, SELF LVL, RTD, WTP	$2,025
650-7134	CERTIFICATION ARR, P65	NC
586-0247	INSTRUCTIONS, ANSI, USA	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
651-5070	COLD STARTING PACKAGE (120V)	$300
	SUB TOTAL	$24,234
	LESS 18% SHERIFF'S CONTRACT DISCOUNT	($4,362)
	TOTAL OF NON-SPECIFIED OPTIONS	**$19,872**

CAT WORK TOOLS

532-7744	BUCKET-IND, 80", BOCE	$3,160
424-0460	STUMP GRINDER, SG36	$10,139
	LESS 12% SHERIFF'S CONTRACT DISCOUNT	($1,596)
	TOTAL OF CAT WORK TOOLS	**$11,703**

	SUB TOTAL	$120,029
	LESS ONE TIME ADDITIONAL DISCOUNT	($3,522)
	TOTAL TRANSACTION PRICE	**$116,507**

Best regards,

Adam Seybold
Sales Representative
Ring Power Corporation

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.7

Public Works purchase of Parks Truck with Dump Body vehicle

Issue:
Purchase new Parks Truck w/ Dump Body.

Background:
This truck is to be used for parks maintenance.

Attachment(s):
1. 7200 Dump Truck FY26

Fiscal Impact:
FY26 Budgeted capital item. The original budgeted amount is $90,000. Since receiving the original quote, pricing has increased to $95,970.00, surplus parks capital (Penny for Pasco) is to be used to cover the difference of $5,970.00

Staff Recommendation:
The Public Works Director and City Manager recommend approval as presented.

ALAN JAY FLEET SALES

Contract Number:	2026 091521-NAF & 032824-NAF
Quote ID:	63838
Agency:	ZEPHYRHILLS, CITY OF
Date:	10/30/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 CHEVY SILVERADO 4500MD REGULAR CAB CHASSIS 4WD (R7M) 84" CA, please review carefully and contact us with any errors or changes.

MSRP:	$68,631.64
Base Price:	$57,270.00
Factory Options:	$3,370.00
Aftermarket Options:	$35,330.00
Purchase Total:	$95,970.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 63838-2
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 6/10/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/30/2025

REQUESTING AGENCY	ZEPHYRHILLS, CITY OF		
CONTACT PERSON	RANDY MURPHY	EMAIL	rmurphy@CI.ZEPHYRHILLS.FL.US
PHONE	813-862-6178	MOBILE 813-714-8268	FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL CK56403 1WT MSRP $68,631.64

2026 CHEVY SILVERADO 4500MD REGULAR CAB CHASSIS 4WD (R7M)
84" CA

CUSTOMER ID

CONTRACT PRICE **$57,270.00**

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	$0.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS	$285.00
092	OPTIONS Rear axle, 4.30 ratio	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
9L3	Spare tire delete	$0.00
A31	Windows, power with driver express up and down and express down on all other windows	$285.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	$0.00
AQQ	Remote Keyless Entry	$170.00
BTN	Battery, top post threaded, battery jump start stud	$45.00
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black.	$350.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	$0.00
F59	Front stabilizer bar	$170.00
FPF	DPF, diesel particulate filter, manual regeneration	$245.00
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving	$0.00
G68	Shock Absorbers, rear	$60.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	$390.00
GL4	Rear axle, 11,000 lb. (4,999 kg)	$0.00
GR3	Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate	$0.00
GZX	GVWR, 17,500 lbs. (7938 kg)	$1,095.00
IO3	Audio system, 4.2" diagonal color display, AM/FM stereo	$0.00
PTO	Power Take Off, engine control provisions	$275.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	$0.00
R6G	26,000 lbs. GCWR (11,793 kg)	$0.00
R7N	5500 HD Series	$0.00
XEY	Tires, front 225/70R19.5G highway blackwall Pirelli	$0.00
YEY	Tires, rear 225/70R19.5G highway blackwall Pirelli	$0.00
ZY1	Paint, solid	$0.00
	FACTORY OPTIONS	**$3,370.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA

Awarded Contract

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	$245.00
FS MP3-4-AA	(4) Federal Signal Micro Pulse Ultra LED's with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER).	$860.00
AF DU-RGBY1057-MD	10' L X 96" W 5-7 Yard Tipper Rugby Titan Series Dumps: 10 Ga. Construction, 8 Ga. Floor, Painted Black, Hot Shift PTO, Semi-Auto Tarp with Spring Loaded Arm Bars, (2) Cheater Boards, ICC Bumper, For Medium Duty Trucks. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires Factory PTO Provision.	$32,465.00
AF CLV-DUMP	HITCH PLATE WITH RECEIVER HITCH	$990.00
AF 7/4WIRE	7/4 WAY TRAILER RECEPTACLE	$260.00
AF CAMERA	FACTORY CAMERA INSTALL IN UTILITY BODY	$265.00
	CONTRACT OPTIONS	**$35,330.00**

TRADE IN **TOTAL COST** **$95,970.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$95,970.00**

Estimated Annual payments for 60 months paid in advance: $22,065.49

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck MSRP:$63,085.00

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS

OPTIONS

CODE	MODEL	MSRP
CK56403	[Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck	$63,085.00
	OPTIONS	
092	Rear axle, 4.30 ratio	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
9L3	Spare tire delete	$0.00
A31	Windows, power with driver express up and down and express down on all other windows	$290.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	$0.00

Data Version: 25675. Data Updated: Jun 9, 2025 8:02:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

AQQ	Remote Keyless Entry		$175.00
BTN	Battery, top post threaded, battery jump start stud		$50.00
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black.		$355.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA		$0.00
F59	Front stabilizer bar		$175.00
FPF	DPF, diesel particulate filter, manual regeneration		$250.00
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving		$0.00
G68	Shock Absorbers, rear		$65.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip		$395.00
GAZ	Summit White		$0.00
GL4	Rear axle, 11,000 lb. (4,999 kg)		$0.00
GR3	Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate		$0.00
GZX	GVWR, 17,500 lbs. (7938 kg)		$1,100.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim		$0.00
IO3	Audio system, 4.2" diagonal color display, AM/FM stereo		$0.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS		$290.00
PTO	Power Take Off, engine control provisions		$280.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted		$0.00
R6G	26,000 lbs. GCWR (11,793 kg)		$0.00
R7N	5500 HD Series	Inc.	
XEY	Tires, front 225/70R19.5G highway blackwall Pirelli		$0.00
YEY	Tires, rear 225/70R19.5G highway blackwall Pirelli		$0.00
ZY1	Paint, solid		$0.00
	SUBTOTAL		**$66,510.00**
	Adjustments Total		$0.00
	Tire Weight Tax		$26.64
	Destination Charge		$1,895.00

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

TOTAL PRICE	$68,431.64

Standard Equipment

Mechanical

GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4x4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2500 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.30 ratio Max road speed: 79 MPH

Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind the rear wheels.) (STD)

Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg)

Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Mechanical

- Incomplete vehicle
- Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165" or (ER2) 189". Not available with (G40), (GP1) or (GP8) rear air suspension.)
- Axle, Open rear axle, non-locking rear
- Axle lubricant, front, synthetic oil EmGard FE-75W-90
- Axle lubricant, rear, synthetic oil EmGard FE -75W-90
- Steering, power (Bosch S2 8014 Plus)
- Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
- Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
- Fuel, diesel B20
- Capped Fuel Fill
- Exhaust system, right side exit, behind rear wheels (Requires (ED9) 165" wheelbase.)
- Exhaust brake

Exterior

- Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
- Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)
- Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)
- Spare tire delete (STD)
- Wheel, spare delete
- Bumper, front, Black
- Assist steps
- Front fender extension, painted body color
- Grille, base, molded in color, Black
- Grille guard screen, insect protection (mounted behind grille)
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Lamps, Smoked Amber roof marker
- Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

Data Version: 25675. Data Updated: Jun 9, 2025 8:02:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Exterior

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

Entertainment

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar services capable or (U2K) SiriusXM Trial Subscription.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Not available with (H0U) Jet Black Interior.) (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5" diagonal monochromatic display provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Interior

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

Brake, parking, driveline park brake system

StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)

Horn, Trumpet Style, single-note

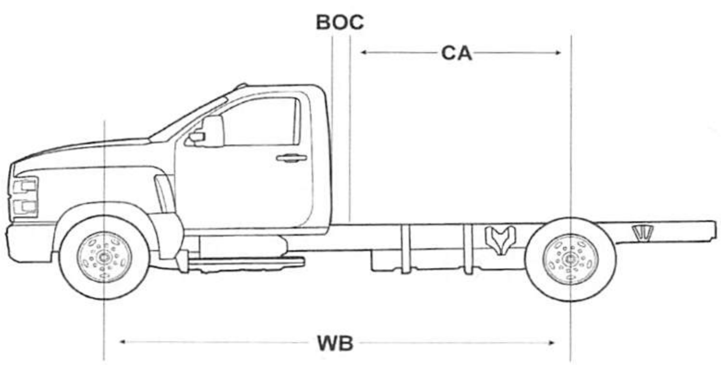
WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 75,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years: 4
Corrosion Miles/km: Unlimited
Rear Axle Years: 5
Rear Axle Miles/km: 75,000
Frame Rail Years: 3
Frame Rail Miles/km: 36,000
Frame Rail Note: 3 years/36,000 miles (no charge) AND up to 5 years/Unlimited miles (50% charge)
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 75,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Weight Distribution

SPECIFICATION SUMMARY	
Model #	CK56403
Truck/Tractor	
Wheelbase (WB)	165 in
Cab to Axle (CA)	83.86 in
Cab to Body/Swing Clear (BOC)	3.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7500 lbs
Rear GAWR	11000 lbs
GVWR	17500.00 lbs



CA: 83.86 in
BOC: 3.0 in
WB: 165 in

Fr%:	N/A	Rr%:	N/A
Front Wt:	5207.00 lbs	**Rear Wt:**	2964.00 lbs

GAWR/GVWR	GVW	Remaining Payload Wt
17500.00 lbs	8521.00 lbs	8,979.00 lbs

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Weight Distribution

SPECIFICATION DETAILS

	Front Axle	Rear Axle	Total
Actual			
Chassis	5207.00 lbs	2964.00 lbs	8171.00 lbs
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	5207.00 lbs	2964.00 lbs	8521.00 lbs
Capacity			
Axle	7500 lbs	11000 lbs	18500.00 lbs
Suspension	7500 lbs	11000 lbs	18,500.00 lbs
Tire	7940 lbs	15000 lbs	22940.00
Total Axle Rating	7500.00 lbs	11000.00 lbs	18500.00 lbs

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Geared Road Speed

SPECIFICATION SUMMARY

Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/403
Horsepower	350 @ 2500
Starting Torque	N/A
Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	GL4
Model Manufacturer	A1700RDS
Weight Rating	11000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed

0% Grade in gear

Actual Loaded Speed

2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

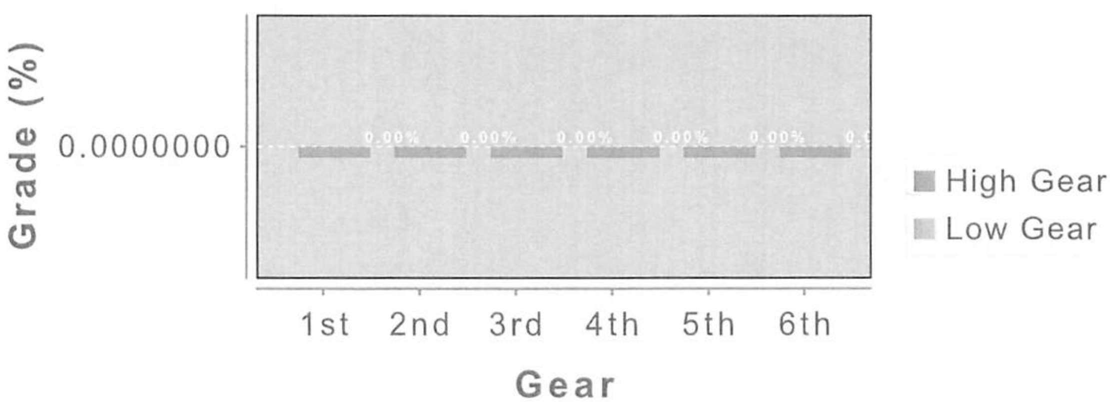
Data Version: 25675. Data Updated: Jun 9, 2025 8:02:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Gradeability Chart

SPECIFICATION SUMMARY	
Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/403
Horsepower	350 @ 2500
Starting Torque	N/A
Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	GL4
Model Manufacturer	A1700RDS
Weight Rating	11000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%



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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

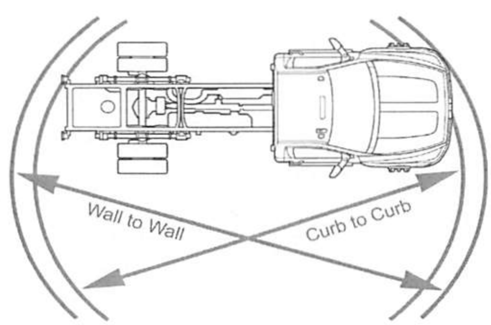
Turning Circle

SPECIFICATION SUMMARY

Model #	CK56403
Front Axle Order Code	FTB
Capacity (lbs)	7500 lbs
Wheelbase Order Code	ED9
Wheelbase (in)	165 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XEY
Size/Type	225/70R19.5G

Wall to Wall (ft): 53.6 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 52.0 ft

Curb to Curb diameter is measured from the outside of the front tire.

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.8

Request for a Residential Historic Facade Grant for work at 5527 11th Street

Issue:
The applicant is requesting a Historic Facade Grant for the removal and replacement/restoration of an existing entryway and stairwell for the property at 5527 11th Street.

Background:
The Certificate of Appropriateness for the proposed work of removal and replacement / restoration of an existing entryway and stairwell for the property at 5527 11th Street was approved unanimously by the Historic Preservation Board on 10/30/2025.

Attachment(s):

1. 5527 11th St - COA
2. 5527 11th St - Facade Grant App
3. 5527 11th St - Proposed Work and Cost Estimate

Fiscal Impact:
Issuing the requested Residential Historic Facade Grant would pull $2,000.00 from the $70,000.00 annual budget for Historic Preservation, leaving $68,000.00 for the remainder of Fiscal Year 2026.

Staff Recommendation:
Staff recommends approval of the issuance of a Residential Historic Facade Grant in the amount of $2,000.00 for the proposed work.

City of Zephyrhills
Historic Preservation Board
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for

CERTIFICATE OF APPROPRIATENESS

REQUIRED SUPPORTIVE MATERIALS

- ☐ Detailed plans (site plans and architectural renderings/elevations), *if applicable.*
- ☐ Color and material samples/examples and/or specifications.
- ☐ Color photographs of the property and specific areas to be addressed, in their current condition.
- ☐ Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior's Standards, and CRA Design Standards.

●●●

APPLICANT INFORMATION

*Property Owner: Cheryl Black
*Mailing Address: 5152 21st Street Zephyrhills, FL 33542
*Email Address: fantasia1527@yahoo.com *Phone #: 561-907-0801

Applicant, *if different*: ____
Mailing Address: ____
Email Address: ____ Phone #: ____

SUBJECT PROPERTY INFORMATION

*Address: 5527 11th Street Zephyrhills, FL 33542
Designation Name: ____ District Name: ____
*Parcel/Tax ID #: 11-26-21-0010-11800-0030 *Acreage: 8,276 sq ft
*Property Type: ☐ Owner-Occupied ☑ Rental ☐ Vacant ☐ Other: ____
*Square Footage: 1,065 sq ft *Number of Stories/Floors: 1
Construction Year: 1928 Architectural Style: ____

*Exterior Wall Materials:
☐ Brick ☐ Wood Horizontal Siding ☐ Asbestos
☐ Concrete Block ☐ Wood Vertical Siding ☑ Vinyl
☐ Stone ☐ Wood Shingles ☐ Aluminum/Metal
☐ Stucco ☐ Other: ____

*Roof Materials:
☑ Asphalt/Composition Shingles ☐ Metal: *5V Crimp, Standing Seam, etc.*
☐ Asbestos ☐ Other: ____

PROPOSED PROJECT: Alterations/Changes

*Project Type: *Please check all that apply.*

- ☐ Repairing Existing Structure(s)
- ☑ Restoration/Rehabilitation
- ☐ New Construction/Addition
- ☐ Relocation/Moving a Structure
- ☐ Demolition
- ☐ Paint
- ☐ Interior Work Only
- ☐ Excavation/Ground Disturbing Activities
- ☐ Fencing/Landscaping

*Project Description: *Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. Attach an additional sheet if necessary.*

Removal of existing wooden stairs and sidewalk. Replace with concrete stairs and new concrete sidewalk. The old water meter cover, will be put in the new sidewalk

*Effected Elements: *Please check any structural systems or elements that will be affected by this project.*

- ☐ Walls/Structural
- ☐ Roof
- ☐ Foundation
- ☐ Siding / Stucco / Façade Work
- ☐ Porches/Entryways/Porte-Cocheres
- ☑ Steps or Stairways
- ☐ Windows
- ☐ Doors
- ☐ Painting / Finishes
- ☐ Decorative Architectural Details/Elements

I certify that the information provided above is true and accurate to the best of my knowledge. I understand and acknowledge that any false information or deviation from the original documents may render a certificate issued under this application null and void, unless approved by the Historic Preservation Board and/or its staff, as may be applicable.

Cheryl Black
Signature

Cheryl Black
Print Name

Sept 8, 2025
Date

City of Zephyrhills
Historic Preservation Board
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for

RESIDENTIAL HISTORIC FAÇADE GRANT

REQUIRED SUPPORTIVE MATERIALS

- ☐ Detailed plans (site plans and architectural renderings/elevations), *if applicable.*
- ☐ Color and material samples/examples and/or specifications.
- ☐ Color photographs of the property and specific areas to be addressed, in their current condition.
- ☐ Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior's Standards, and CRA Design Standards.
- ☐ Cost Estimates, from a licensed contractor, architect and/or engineer, for all proposed work.

●●●

APPLICANT INFORMATION

*Property Owner: Charyl Black

*Mailing Address: 5152 21st St Zephyrhills, FL 33542

*Email Address: fantasia 1527@yahoo.com *Phone #: 561-907-0801

Applicant, *if different*: ______

Mailing Address: ______

Email Address: ______ Phone #: ______

How did you hear about this program? City

Have you received prior funding under this program in the last 12 months? ☐ Yes ☑ No

SUBJECT PROPERTY INFORMATION

*Street Address: 5527 11th Street Zephyrhills, FL 33542

Designation Name: ______ District Name: ______

*Parcel/Tax ID #: 11-26-21-0010-11800-0030 *Acreage: 8,276 sq ft

*Construction Year: ______

Is the property listed on a Local, State or National Historic Registry? ☐ Yes ☑ No

If no, are you in the process of applying for listing on a historic registry? ☐ Yes ☑ No

PROJECT PROPOSAL

*Brief Description: *Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. List each type of work separately. Attach an additional sheet if necessary.*

Removal of existing wooden stairs and broken sidewalk. Replace with concrete stairs and new concrete sidewalk. The old water meter cover will be put in the new sidewalk.

*Estimated Total Project Cost: $ 4000

*Funding Amount Requested: $ ____________

*Estimated City Match: $ ____________

*Estimated Project Start Date: ____________

*Estimated Project Completion Date: ____________

I certify that the information provided above is true and accurate to the best of my knowledge. I further acknowledge and agree to abide by the terms and conditions of this program as presented in the program guidelines.

Cheryl Black
Signature

Cheryl Black
Print Name

Sept 8, 2025
Date

9/7/2025

INTEGRITY DRYWALL SOLUTIONS

Revision:1

35317 Flowerfield Ln, Dade City, FL 33525
Office Phone## (352) 834-5933
Office@Integritysolutionsflorida.com

Attn: **Hosue Sidewalk & steps renovation**

Address: 11th st, Zephyhills, Fl 33542

Thank you for the opportunity to provide this quote.
We appreciate your consideration and are pleased to present the following proposal for your review:
Please don't hesitate to email or call if you have any questions or concerns.
May you have a blessed day.

Concrete Scopes Bid....................................... Total Base Bid: $ 4,000.00

*** Please see last page for breakout Summary***

Inclusions and scopes of work for the project:

Demolition Scope of Work

1. Removal of Existing Entry Structure

Demolition and removal of 3 existing wooden steps and the wooden landing at the front entrance of the house.

2. Side Wall Demolition

Demolition and removal of the existing side wall extending from the house to the street connection.

3. Disposal

Includes proper disposal of all demolished materials and debris in accordance with local regulations.

New Concrete Scope of Work

Site Preparation

Includes site grading, dirt compaction, and leveling to accommodate multiple slab elevation changes.
All labor and equipment necessary for compaction and site readiness are included.

Concrete Steps

Installation of 3 to 4 new concrete steps (final count pending elevation confirmation).
Each step to be 4 feet wide by 12 feet deep.

New Concrete sidewalk :

Includes a new sidewalk leading from the house to the street connection.
Sidewalk dimensions: 3 feet wide by 35 feet long.
Pouring of concrete will be a uniform thickness of 4 inches.

Finish

All concrete surfaces to receive a standard light broom finish.

We have made the following clarification and exclusions:

1 Does not include any plumbing work or related installations
2 Does not include any electrical work or related installations.
3 Any concrete finish other than the above mention and other than the finish face of Retaining south and east walls
4 Procurement or import of dirt for leveling purposes is not included; dirt is to be sourced by others at this time
5 The concrete slabs will be a uniform 4-inch thickness throughout.
6 Excludes any gutters or drains.

Summary :

Concrete Scopes Bid...................................... Total Base Bid: $ 4,000.00

Thank You for the Opportunity to Provide this Proposal
If you hace any question or concerns, Please do not hesitate to contact me.

Sincerely,

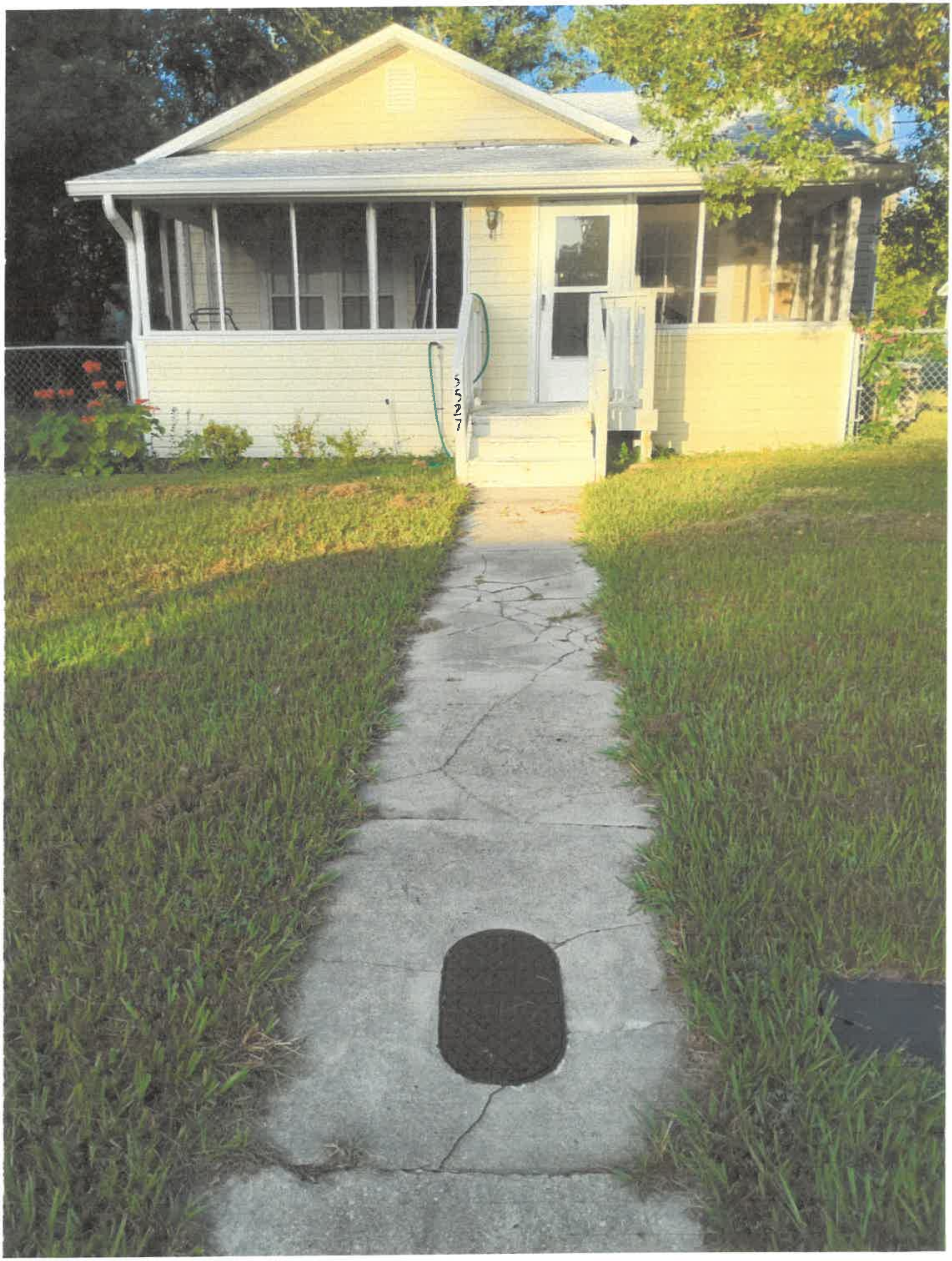
Joey Bautista
Project Manager

Office Phone #: (352) 834-5933
Cell Phone #: (407) 466-2984
Jbautista@integritysolutionsflorida.com

Notice to Proceed:

Please Sign/Date and Print Name

INTEGRITY DRYWALL SOLUTIONS

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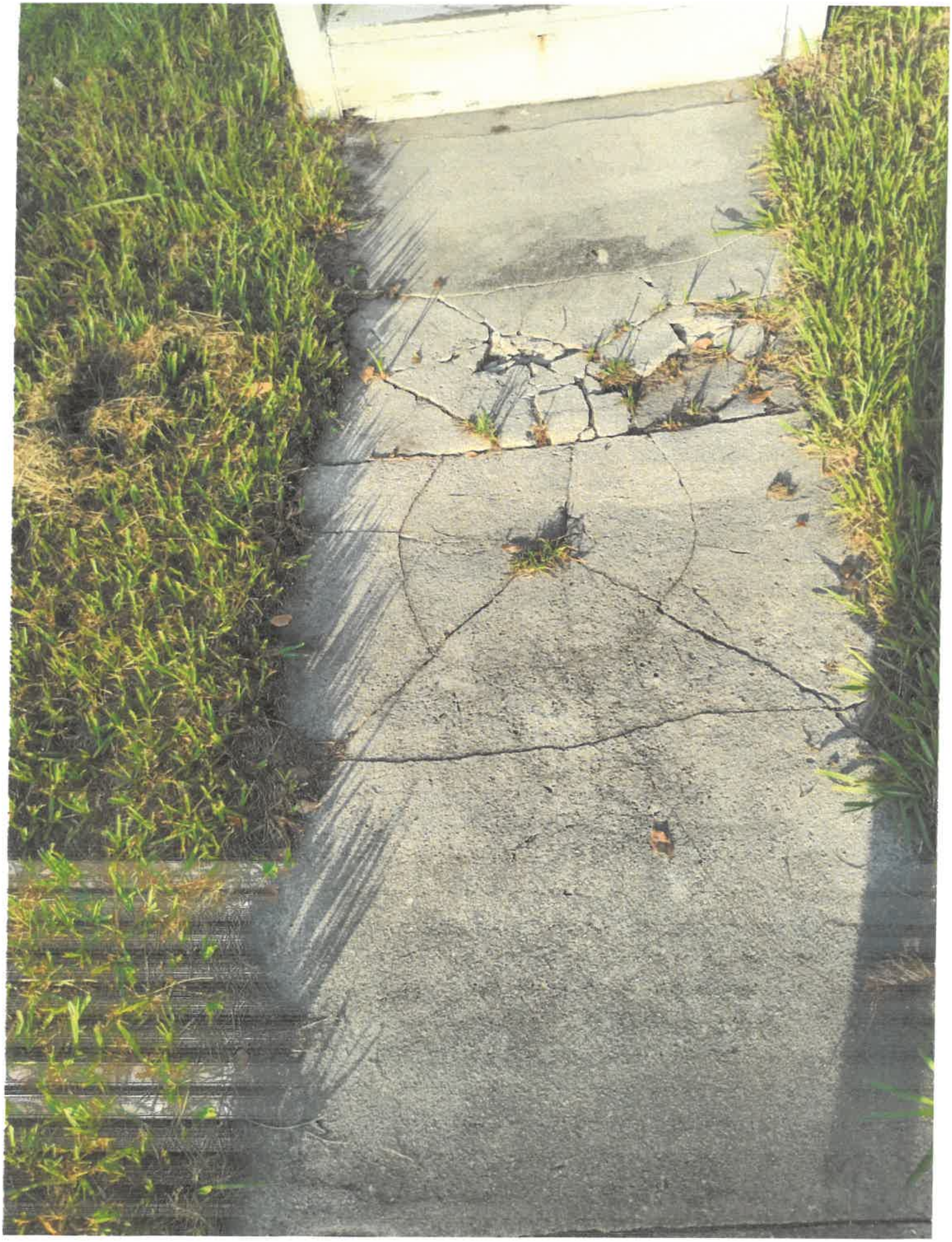

City Council Meeting
November 10, 2025

Action Item

CONSENT ITEMS 1.9

Request Council Approval of Task Order to RCM for Lift Station 28 Repairs **[41-22-21]**

Issue:

Final repairs to LS28 due to Hurricanes Helene and Milton

Background:

It is well known what the hurricanes did to LS28 in the Silver Oaks community. The floodwaters damaged a multitude of items for the proper operation of the emergency generator and lift station components.

These final repairs will make the lift station whole again. These repairs include a new fuel tank and automatic transfer switch.

Attachment(s):

1. RCM_PROPOSAL_COMBINED_V1

Fiscal Impact:

The cost of this work is $71,486.80 and includes a 10% contingency for the unknown. Although this is not a budgeted project, we do have funds in the Infrastructure Repair and Maintenance line.

Staff Recommendation:

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

Construction & Maintenance

Date: 10-28-2025

To: City of Zephyrhills
RE: Lift Station 28 Generator

- Purpose
  - Task authorization for construction services as requested from OJ Kurk for the replacement of generator diesle fuel tank & new ATS.
- Compensation and Contract
  - A budget for the work as stated totaling $64,988.00 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
  - Completion of project to be 180 calendar days from Notice to Proceed.
    - Based on history and common availability of equipment, 180 day timeline is not seen as an issue, if any delays or long lead times are arise, the City will be notified as soon as possible.
- Scope

Please refer to Estimate # 34306388

Owner:

City of Zephyrhills

By:________________________________

____

Contractor:

RCM Utilities, LLC

Noah Bates

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 34306388
Estimate Date 10/28/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
Lift Station 28 Generator Fuel Tank
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

Fuel Tank Replacement

- RCM Utilities to supply all labor, equipment, and materials for the following scope of supply:

- Remove generator from the top of the existing bad fuel tank with crane
- Remove the existing generator fuel tank off the generator pad
- Install (1) new 500 usable/538 actual gallon UL 142 external tank dimensions (200"longx40"widex30"high with side stubs of 6"x43")
- Reset generator back on and plum everything back into new fuel tank
- Fill tank with 250 gallons of diesel fuel
- Service start up & testing included

ATS

Deenergizing the service to the lift station.
Installation of towable generator (generator provided by City of Zephyrhills) to tie into lift station control panel.
Generator fuel to be maintained by RCM.
Demolition of existing ATS. (To be handed over to owner.)
Installation of new ATS with all power and control terminations.
All proper grounding as required.
Electrician present during start up.
All work to be performed up to 2020 NEC standards.
• Current Submittal Lead Time: 1-2 weeks
• Current Production Lead Time (after receipt of approved submittal and accepted PO):
o Transfer Switch(es): 14-16 weeks
• Price quoted is F.O.B. factory with freight allowed

NOTES

-RCM Utitlies warrants all supplied materials and workmanship to be free of defect for the period of one year after installations
- This proposal is for the replacement of the generator fuel tank only
- This proposal only include one start up and testing
- There will be no site restoration due to there being no machinery or digging involved In this scope of work
- Performance and payment bond included in proposal

THIS DOES NOT INCLUDE:
1. PCP, Pumps or level controls.
2. Any cutting of sidewalks and driveways.
3. Any sod, seeding, mulching and landscaping of disturbed areas.
4. Housekeeping pad around equipment rack.
5. Any cost for electric service fee to the Power Co.

Service #	Description	Quantity	Your Price	Total
Other Construction	Fuel Tank Replacement & ATS	1.00	$64,988.00	$64,988.00
Other Construction	10% Contigency	1.00	$6,498.80	$6,498.80

Sub-Total	$71,486.80
Tax	$0.00
Total Due	$71,486.80
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor’s failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the “Owner”) shall constitute acceptance of the offer and formation of contract (the “Contract”) between the Owner (the “Owner”) and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner’s request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor’s warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys’ fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner’s rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a

hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:____Date:_________________

Zephyrhills - Agreement No: 41-25-13	
GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT	
Labor/Equipment Rate Form	
Customer:	City of Zephyrhills
Project:	LS 28 Generator Fuel Tank
Date:	11/3/2025

Labor Rates	Hourly Rates	Working Hours	After Hour Rates	After Hour Hours	Subtotal
Electrician	$110	5	$165		$550
Plumbing	$110		$165		$0
Equipment Operator - Light (Backhoe, Skid, Loader)	$150		$225		$0
Laborer	$75	8	$112	2	$824
Welder	$95		$142		$0
Flag Person / MOT	$50		$75		$0
Utility / Underground Laborer	$75		$112		$0
Supervisor	$95	8	$142	2	$1,044
Foreman	$80	8	$120	2	$880
Helper - Labor Only	$75	8	$112	2	$824
Backflow Technician	$75		$112		$0
Labor Rates Total					$4,122

Equipment Rates	Hourly Rates	Working Hours	Subtotal
Man Lifts	$50		$0
Telescoping Boom Man Lifts with Platform	$60		$0
Air Compressors - Under 1000 CFM	$125		$0
Air Compressors - Over 1000 CFM	$125		$0
Skid Steer Loaders	$100		$0
Hydraulic Excavators with Operator	$200		$0
Mini Excavators with Operator	$150		$0
Loader-Backhoes with Standard Bucket	$125		$0
Loader-Heavy Duty Construction	$250		$0
Tractors	$150		$0
Trench Boxes/Trench Shields	$75		$0
Tripod Mounted Floodlights	$25		$0
Trailer Mounted Floodlights	$50		$0
Generator - Portable - Gas or Diesel	$50		$0
Generator - 13000 Watt	$50		$0
Transformer - Step Down	$25		$0
Portable Panel	$50		$0
Fusible Disconnect - Portable	$25		$0
Back Hoe with Operator	$140		$0
Transfer Switch - Portable	$25		$0
Operator	$95		$0
Hydro Tank - 1500 Gallon Temporary	$50		$0
Hydro Tank - 3000 Gallon Temporary	$50		$0
Hydro Tank - 10000 Gallon Temporary	$100		$0
Aerator for Ground Storage Tank	$50		$0
Infiltrator MH Leak Stop Plus Labor	$300		$0
Concrete Mixer with Crew - Portable	$250		$0
Sand Blast Trailer Rig with Crew	$250		$0
Compactor with Operator	$100		$0
Pressure Washers - 2000 - 3500 PSI	$50		$0
Portable Trash Pumps - Gas Powered	$25		$0
Submersible Pumps - 3 Phase	$50		$0

Suction Hose with Couplings	$20		$0
Sewage Bypass Pump with Hoses	$150		$0
Discharge Hose with Couplings	$25		$0
HDPE Pipe with Couplings	$25		$0
CCTV Camera Trailer with Operator	$500		$0
Trucks - Rear Dump with Crew	$300		$0
Trucks - Vacuum - 2 man crew	$350		$0
Trucks - Water with operator	$300		$0
Trucks - Boom with operator	$50		$0
Equipment Rates Total			$0

Material Rates	Mark Up %	Cost	Mark Up
Materials Purchased for Specific Job	20%	16,995	$3,399
Materials from Stock	20%		$0
Subcontract Labor	20%	31,415	$6,283
Material Rates Total			$58,092

Execution & Closeout	Cost
Equipment Delivery; Pickup; Mobilization and Demobilization	$500
Site Maintenance	$500
Construction Waste Management and Disposal	$500
Execution & Closeout Total	$1,500

Performance & Payment Bond 2%	Yes/No	Yes	$1,274

	Grand Total:	**$64,988**

City Council Meeting
November 10, 2025

Action Item

BUSINESS ITEMS 2.1

Bond Resolution No. 863-25

Issue:
To debt finance the construction of the public work facilities, renovate Zephyr Park, and rebuild Alice Hall, the issuing of bonds is necessary.

Background:
As previously discussed, in order to construct the public works facilities, Zephyr Park and Alice Hall, the City will need to issue bonds.
To accomplish this and comply with regulatory issue, City Council needs to authorize the attached resolution delegating maximum parameters to the staff and Mayor to work with our financial advisors. The maximum parameters are (1) $33 million bonds sold, (2) 6% interest rate, (3) a 31-year maturity, and (4) 0.550% payment to the underwriter.

Our bond counsel, Duane Draper, and financial advisor, Jeff Larson, will present at the Council Meeting to answer questions.

For the City's first bond issue, the rating agencies rated the City with an AA rating. It was unique for a city the size of Zephyrhills on its initial bond issue to garner AA rating. This eliminated the need for bond insurance and lowered the cost of issuance.

Attachment(s):
1. Resolution-agenda(916037.1)
2. Moodys CO Report Zephyrhills FL
3. SP Global Ratings Report Zephyrhills FL (Oct-23-2025)
4. Fitch Final Rating Commentary Zephyrhills Series 2025 (1)

Fiscal Impact:
The City will be borrowing up to $33 million and will have annual payments of approximately $2 million for 30 years.

Staff Recommendation:
Adopt the resolution delegating authority to staff and Mayor to complete the process of issuing bonds under the maximum parameters.

CITY OF ZEPHYRHILLS, FLORIDA

CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025

BOND RESOLUTION

ADOPTED NOVEMBER 10, 2025

TABLE OF CONTENTS

ARTICLE VI DEFAULTS AND REMEDIES

ARTICLE VII SUPPLEMENTAL RESOLUTIONS

ARTICLE VIII MISCELLANEOUS

LIST OF EXHIBITS

RESOLUTION NO. ____-25

A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $33,000,000 IN AGGREGATE PRINCIPAL AMOUNT CITY OF ZEPHYRHILLS, FLORIDA CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF ALL OR A PORTION OF VARIOUS CAPITAL IMPROVEMENTS INCLUDING WITHOUT LIMITATION A PUBLIC WORKS MAINTENANCE FACILITY PROJECT AND IMPROVEMENTS TO ZEPHYR PARK, INCLUDING WITHOUT LIMITATION THE ALICE HALL OPEN MEETING AND CLASSROOM SPACE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITER NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2 12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE SERIES 2025 BONDS; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE BONDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS.

When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:"**Act**" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, the municipal charter of the Issuer, and other applicable provisions of law.

"**Amortization Installment**" shall mean an amount designated as such by the Issuer pursuant to the terms of Section 2.02 hereof and established with respect to any Term Bonds.

"**Annual Debt Service**" shall mean, with respect to any Bond Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Interest Account made from Bond proceeds, (2) all principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) all Amortization Installments designated as provided herein with respect to such Bond Year.

"**Authorized Issuer Officer**" shall mean any person authorized by this Resolution to perform such act or sign such document.

"**Blanket Letter**" shall mean the Blanket Issuer Letter of Representation executed and delivered by the Issuer and received and accepted by The Depository Trust Company ("DTC") to induce DTC to act as securities depository for the Bonds.

"**Bond Amortization Account**" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"**Bond Counsel**" shall mean Bryant Miller Olive, P.A., or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement, the form of which is attached hereto as Exhibit A and approved pursuant to Section 2.10 hereof.

"**Bond Year**" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30 unless otherwise provided by Supplemental Resolution.

"**Bondholder**" or "**Holder**" or "**holder**" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"**Bonds**" shall mean the City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 issued pursuant to this Resolution.

"**City Attorney**" shall mean the City Attorney or acting City Attorney or any Assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"**City Clerk**" shall mean the City Clerk of the Issuer, or any deputy City Clerk of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"**City Council**" shall mean the City Council of the Issuer or the board or body succeeding to its principal functions.

"**City Manager**" shall mean the City Manager or acting City Manager of the Issuer, or any deputy or assistant City Manager of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"**Cost**" when used in connection with the Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the costs of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the construction period of such Project and for a reasonable period thereafter, including interfund loans made by the Issuer to provide interim financing for such Project; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds for up to one year, including legal and municipal advisory fees and expenses and the fees and expenses of any auditors, Paying Agent, Registrar or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; (10) capitalized interest funded from the proceeds of the Bonds, if any; or (11) any other costs properly attributable to such construction, acquisition, design, or equipping, as determined by generally accepted accounting principles and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"**Debt**" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under financing leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, to which the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. If an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "**Debt**" until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two (2) consecutive Fiscal Years.

"**Debt Service Fund**" shall mean the City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Debt Service Fund established pursuant to Section 4.04 hereof.

"**Defeasance Securities**" means Federal Securities and Prerefunded Obligations.

"**Disclosure Dissemination Agent Agreement**" shall mean the certificate executed and delivered by the Issuer for the benefit of the Holders of the Bonds in connection with the Issuer's obligations related to the Bonds under Rule 15c2-12 adopted by the U.S. Securities and Exchange Commission.

"**Federal Securities**" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"**Finance Director**" shall mean the Finance Director of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"**Fiscal Year**" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"**Interest Account**" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"**Interest Date**" shall be March 1 and September 1 of each year commencing March 1, 2026, or such other date as determined in the Bond Purchase Agreement.

"**Issuer**" shall mean City of Zephyrhills, Florida, a municipal corporation organized and existing under the laws of the State of Florida, including the Act.

"**Maximum Annual Debt Service**" shall mean the maximum Annual Debt Service to come due during any Bond Year of the Issuer on the Outstanding Bonds.

"**Mayor**" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"**Municipal Advisor**" shall mean Larson Consulting Services, LLC or such other municipal advisor as may be duly appointed by the Issuer.

"**Non-Ad Valorem Revenues**" shall mean all revenues of the Issuer, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required herein.

"**Outstanding**" when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, and (3) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity, and (4) Bonds deemed paid in accordance with Section 8.01 hereof.

"**Paying Agent**" shall mean the paying agent for Bonds appointed by or pursuant to Section 8.04 hereof and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution. The initial Paying Agent shall be The Bank of New York Mellon Trust Company, N.A.

"**Permitted Investments**" shall mean any legal investment under the laws of the State and the investment policy of the Issuer.

"**Person**" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental entity.

"**Pledged Funds**" shall mean (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 hereof and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including the investments thereof, in the funds and accounts established hereunder.

"**Prerefunded Obligations**" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1, 2 or 3" of such categories) of one of the Rating Agencies.

"**President**" shall mean the President of the City Council of the Issuer, or in his or her absence, the Vice President of the City Council of the Issuer, or such other person as may be duly authorized by the City Council of the Issuer to act on his or her behalf.

"**Principal Account**" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"**Project**" shall mean the acquisition, construction and equipping of the capital improvements, including without limitation a public works maintenance facility project and improvements to Zephyr Park including without limitation the Alice Hall open meeting and classroom space, or any other capital improvements approved by the City Council to be funded with proceeds of the Bonds, all as more particularly described in the plans and specifications on file with the Issuer and as the same may be amended and supplemented from time to time.

"**Project Fund**" shall mean the City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Project Fund established pursuant to Section 4.03 hereof.

"**Rebate Fund**" shall mean the Rebate Fund established pursuant to Section 4.05 hereof.

"**Redemption Price**" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"**Registrar**" shall mean the registrar for the Bonds appointed by or pursuant to Section 8.04 hereof and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution. The initial Registrar shall be The Bank of New York Mellon Trust Company, N.A.

"**Resolution**" shall mean this Resolution, as the same may from time to time be amended, modified, or supplemented by Supplemental Resolution.

"**Serial Bonds**" shall mean all the Bonds other than the Term Bonds.

"**State**" shall mean the State of Florida.

"**Supplemental Resolution**" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

"**Term Bonds**" shall mean those Bonds which shall be designated as Term Bonds hereby and which are subject to mandatory redemption by Amortization Installments.

"**Underwriter**" shall mean RBC Capital Markets, LLC.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION.

This Resolution is adopted pursuant to the authority of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT.

In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection, and security of the Holders of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS.

It is hereby ascertained, determined, and declared that:

(1) The Project should be acquired, constructed and equipped to improve and maintain the health, safety, and welfare of the Issuer's inhabitants.

(2) The Project is necessary, desirable and in the best interests of the Issuer and its citizens and serves a public purpose.

(3) In order to finance and/or reimburse the Costs of the Project the Issuer deems it to be in its best interest to issue the Bonds and to secure the repayment of such Bonds as provided herein.

(4) Due to the potential volatility of the market for tax-exempt municipal obligations such as the Bonds and the complexity of the transactions relating to such Bonds, it is in the best interest of the Issuer to sell the Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time for such Bonds, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible prices and interest rates for the Bonds.

(5) The Issuer anticipates receiving a favorable offer to purchase the Bonds from the Underwriter pursuant to the Bond Purchase Agreement, all within the parameters set forth herein.

(6) Inasmuch as the Issuer desires to sell the Bonds at the most advantageous time to obtain favorable financing terms and not wait for a scheduled meeting of the City Council, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award and sale of the Bonds and certain other responsibilities to the Mayor in accordance with the parameters herein provided.

(7) The Bonds shall be secured solely by a covenant of the Issuer, subject to certain conditions set forth herein, to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay the principal of and interest on the Bonds, when due.

(8) The principal of and interest on the Bonds to be issued pursuant to this Resolution and all other payments provided for in this Resolution will be paid solely from Non-Ad Valorem Revenues in accordance with the terms hereof; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon any property whatsoever of or in the Issuer.

(9) Pursuant to Section 6.12 of the municipal charter of the Issuer, the principal amount of the Bonds, taking into account the principal amount of the already outstanding indebtedness of the Issuer, cannot exceed fifteen (15) per centum of the assessed value of the taxable property within the limits of the Issuer, such value to be determined by the latest completed assessment roll of the Issuer.

(10) The Issuer does not expect the principal amount of the Bonds will exceed such limitation.

SECTION 1.05. AUTHORIZATION OF THE PROJECT.

The acquisition, construction and equipping of the Project for the purposes set forth in the findings herein are hereby authorized and approved. Costs of the Project previously paid for with other funds of the Issuer are authorized to be reimbursed in accordance with the Code.

[Remainder of page intentionally left blank]

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION
AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS.

This Resolution authorizes an issue of Bonds of the Issuer to be designated as "City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025" for the purpose of financing and/or reimbursing Costs of the Project, including paying certain costs of issuance incurred with respect thereto. The Mayor is authorized to modify the series designation of such Bonds, in his discretion, prior to the issuance thereof. The Mayor shall determine the aggregate principal amount of the Bonds prior to their issuance in reliance upon the advice of the Municipal Advisor provided such aggregate principal amount does not exceed $33,000,000.

The Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereunder.

The Bonds shall be issued in denominations of $5,000 or integral multiples thereof, in such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agent and Registrar; and shall mature in such years and amounts; all as determined hereunder.

The Bonds shall be issued under and secured by this Resolution and shall be executed and delivered in the manner set forth in this Resolution, with such additional changes and insertions therein as conform to the provisions of the Bond Purchase Agreement, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 2.02. DESCRIPTION OF BONDS.

(1) The Bonds shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall bear interest at a rate or rates not exceeding the maximum rate allowed by Florida law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds and Term Bonds; maturing in such amounts or Amortization Installments and in such years; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions; all as hereinafter described.

(2) Except as otherwise provided in Section 2.09 hereof, the principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated office of the Paying Agent. Interest payable on any such Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such

Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request of such Holder, by bank wire transfer for the account of such Holder. In the event the interest payable on any such Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(3) The Issuer hereby delegates to the Mayor the authority (a) to determine with respect to the Bonds, (i) the dated date, (ii) the maturity dates and amounts, (iii) the interest rates and Interest Dates, (iv) the optional and mandatory redemption provisions, if any, (v) the Amortization Installments for the Term Bonds, if any, (vi) the delivery date, and (vii) all other details of the Bonds; and (b) to take such further action as shall be required for carrying out the purposes of this Resolution, all with respect to the Bonds; and (c) to execute and deliver, on behalf of the Issuer, the Bond Purchase Agreement as provided in Section 2.10 hereof; provided, however, that the Mayor shall not take any action pursuant to this Section 2.02 or Section 2.10 unless the Mayor shall have received an offer from the Underwriter to purchase the Bonds and such information as the Mayor shall deem necessary in order to demonstrate that (i) the aggregate principal amount of the Bonds is not in excess of $33,000,000, (ii) the final maturity of the Bonds is not later than October 1, 2056, (iii) the true interest cost rate shall not exceed 6.00%, and (iv) the underwriting discount is not greater than 0.550% of the original principal Municipal Advisor in determining whether the foregoing conditions have been met.

(4) All actions of the Mayor taken pursuant to the authority contained in Section 2.02(3) above shall be evidenced by the execution of the Bond Purchase Agreement by the Mayor, which shall constitute complete evidence of the actions of the Mayor in accordance with this Section and shall constitute official action of the Issuer.

SECTION 2.03. APPLICATION OF BOND PROCEEDS.

Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest, if any, and premium, if any, together with legally available funds of the Issuer, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) A sufficient amount of the proceeds of the Bonds shall be applied to the payment of costs and expenses relating to the issuance of the Bonds within six months of the date of issuance of the Bonds.

(2) The balance of the proceeds of the Bonds shall be deposited in the Project Fund to be used to pay and/or reimburse the Cost of the Project.

SECTION 2.04. EXECUTION OF BONDS.

The Bonds shall be signed by or bear the manual or facsimile signature of the Mayor, countersigned with the manual or facsimile signature of the President, and shall be attested by or bear the manual or facsimile signature of the City Manager and the City Clerk. The official seal of the Issuer shall be imprinted on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although, at the date of such Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION.

No Bond shall be secured hereunder or be entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.11 hereof.

SECTION 2.06. TEMPORARY BONDS.

Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.

In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.08. TRANSFER.

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth day prior to an Interest Date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute, and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds in the same manner as is provided in Section 2.04 hereof for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense, or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECTION 2.09. BOOK ENTRY.

The Blanket Letter was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Bonds be registered to participate in a global book-entry system with DTC as set forth herein and in such Blanket Letter. The terms and conditions of such Blanket Letter shall govern the registration of the Bonds. The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity. Upon initial issuance, the ownership of such Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Bonds registered in its name, and all payments with respect to the principal or redemption price of, if any, and interest on such Bond ("Payments") and all notices with respect to such Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial holders of the Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial holders and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (I) (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial holders of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the Blanket Letter, or (c) determination by the Issuer that such book-entry only system should be discontinued by the Issuer, and (II) compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue, and the Registrar shall authenticate, transfer and exchange Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter shall apply to the registration and transfer of the Bonds and to Payments and Notices with respect thereto.

SECTION 2.10. FORM OF BOND PURCHASE AGREEMENT.

Subject to the terms and conditions of Section 2.02 hereof, the Bonds may be sold in a negotiated sale to the Underwriter upon the terms and conditions set forth in this Resolution and in the Bond Purchase Agreement, the form of which is attached hereto as Exhibit A and incorporated by reference. The form of the Bond Purchase Agreement is hereby approved by the Issuer (such approval indicating the recognition of the Issuer that the conditions precedent in the Bond Purchase Agreement and Section 2.02 hereof have been met or will be met prior to the delivery of the Bonds). Upon satisfaction of the conditions contained in this Resolution, including Section 2.02 hereof, the Bond Purchase Agreement shall be executed and delivered by the Mayor, countersigned by the President, and attested by the City Manager and City Clerk in substantially the form attached hereto as Exhibit A (with such changes and filling of blanks as shall be approved by the Mayor). All the provisions of the Bond Purchase Agreement, when executed and delivered by the Issuer as authorized herein, shall be deemed to be part of this instrument as fully and to the same extent as if incorporated verbatim herein. The execution and delivery of the Bond Purchase Agreement is to be conclusive evidence of the approval thereof.**SECTION 2.11. FORM OF BONDS.**

The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank]

No. R-______ $__________

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF ZEPHYRHILLS, FLORIDA
CAPITAL IMPROVEMENT REVENUE BOND,
SERIES 2025

Interest Rate	Maturity Date	Delivery Date	CUSIP No.
%			

REGISTERED OWNER: CEDE AND CO.

PRINCIPAL AMOUNT: _______ AND 00/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that City of Zephyrhills, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on March 1 and September 1 of each year commencing March 1, 2026 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The principal of and redemption premium, if applicable, on this Bond is payable upon presentation and surrender of this Bond at the designated office of The Bank of New York Mellon Trust Company, N.A., as Paying Agent. Interest payable on this Bond on any interest date will be paid by check or draft of the Paying Agent to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date, or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. In the event the interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, such defaulted interest will be paid to the Registered Holder in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten days preceding such special record date. All payments of principal of and redemption premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_________ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of financing and/or reimbursing costs of the acquisition, construction and equipping of various capital improvements within the Issuer, under the authority of and in full compliance with the Constitution of the State of Florida, Chapter 166, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and pursuant to Resolution No. R-___-25 duly adopted by the City Council of the Issuer on November 10, 2025, as may be amended and supplemented from time to time (the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured by an irrevocable pledge of the Pledged Funds. Pledged Funds consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 of the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution. The Issuer has covenanted and has agreed to appropriate in its annual budget for each Fiscal Year sufficient amount of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each Fiscal Year, and to make certain other payments required by this Resolution, subject to the limitations described in this Resolution. Reference is made to this Resolution for more complete description of the security for the Bonds.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND, FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

This Bond is transferable in accordance with the terms of this Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of $5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute holder hereof for all purposes, whether this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 20 days prior to the date fixed for redemption to the Registered Holders of the Bonds to be redeemed at such Bondholders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Holders to the Registrar; provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Council of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Zephyrhills, Florida has caused this Bond to be signed by its Mayor, countersigned by the President of the City Council, and attested by the manual signature of its City Manager and City Clerk and its seal to be to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of this ________________, 2025.

(OFFICIAL SEAL)

CITY OF ZEPHYRHILLS, FLORIDA

By:____________________________________
Name: Melonie Bahr Monson
Title: Mayor

By:____________________________________
Name: Charles E. Proctor
Title: President of the City Council

ATTESTED:

By:________________________________
Name: William C. Poe, Jr
Title: City Manager

By:________________________________
Name: Ricardo Quiñones
Title: City Clerk

(REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This is one of the Series 2025 Bonds referred to in the within mentioned Bond Indenture.

DATE OF AUTHENTICATION:

__________, 2025

____,
as Registrar

By:____________________________________
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ________________________________ the within Bond, and does hereby irrevocably constitute and appoint _____________________________ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Date: ______________________

____
NOTICE: The signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular, without enlargement or alteration or any change whatsoever.

Signature Guaranteed By:

____
Authorized Signatory

NOTE: The signature to this Assignment must be guaranteed by a financial institution that is a member of the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") or the New York Stock Exchange, Inc. Medallion Signature Program ("MSP").

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION.

The Bonds shall be subject to optional and/or mandatory redemption at the times and in the amounts determined by the Mayor pursuant to Section 2.02 hereof and provided by the Bond Purchase Agreement.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED.

The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not less than twenty (20) days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed, the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION.

Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least twenty (20) days and not more than forty-five (45) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

(1) the redemption date,

(2) the Redemption Price,

(3) if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall be sent to the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board within ten (10) days of the mailing of the notice of redemption to Bondholders; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

The Issuer may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Bondholders as soon as practicable after the Issuer has determined to rescind the redemption.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS.

Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS.

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

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ARTICLE IV
SECURITY, SPECIAL FUNDS AND
APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

SECTION 4.02. BONDS SECURED BY PLEDGE OF PLEDGED FUNDS.

(1) The Issuer covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues and to deposit such amounts into the appropriate accounts of the Debt Service Fund for the payment of principal of and interest on the Bonds and to make certain other payments required hereunder in each such Fiscal Year, including but not limited to the required deposits to the Rebate Fund pursuant to Section 4.05 hereof. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Bonds and other required payments shall have been budgeted, appropriated, deposited and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Holders of the Bonds and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited to the Debt Service Fund as provided herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain or continue any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees, or other Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Holder of Bonds or other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder or to maintain any activities, services or

programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues.

However, this covenant and agreement of the Issuer to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the Issuer in the manner provided herein and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources. The obligation of the Issuer to make such payments from its Non-Ad Valorem Revenues also is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments) and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Issuer; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to Section 4.04 hereof, nor does it preclude the Issuer from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. The payment of the debt service of all the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and the Issuer does hereby irrevocably agree to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times and in the amounts required hereunder in order to secure the Bonds issued hereunder, and to make the payments of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

(2) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues deposited by the Issuer in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to Section 4.04 hereof, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

SECTION 4.03. PROJECT FUND.

The Issuer covenants and agrees to establish a separate fund to be known as the "City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Project Fund," which shall be used only for payment of Costs of the Project. Moneys in the Project Fund, until applied in payment of any item of Cost of the Project in accordance with the provisions hereof, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Bondholders.

SECTION 4.04. DEBT SERVICE FUND.

The Issuer covenants and agrees to establish a separate fund to be known as the "City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account, and the "Bond Amortization Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Bondholders and for the further security of the Bondholders.

SECTION 4.05. REBATE FUND.

The Issuer covenants and agrees to establish a special fund to be known as the "City of Zephyrhills, Florida Capital Improvement Bonds, Series 2025 Rebate Fund," which shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be used to pay debt service on the Bonds) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to the Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.05 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.06. FLOW OF FUNDS.

(1) Pursuant to Section 4.02 hereof, Non-Ad Valorem Revenues shall be deposited or credited at least five (5) business days prior to the applicable Interest Date, in the following manner:

(a) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on all outstanding Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Outstanding Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the portion of the Amortization Installments of all Bonds Outstanding next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

(2) On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

SECTION 4.07. INVESTMENTS.

The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State and in accordance with the City's investment policy. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. All income received by the Issuer from the investment of moneys in each account of the Project Fund, the Interest Account, the Principal Account, and the Bond Amortization Account shall be retained in such respective Fund or Account unless otherwise required by applicable law.

Amounts, if any, on deposit in the Rebate Fund shall be invested in accordance with the applicable provisions of the Code.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Permitted Investments shall be valued at cost.

SECTION 4.08. SEPARATE ACCOUNTS.

The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

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ARTICLE V
OTHER OBLIGATIONS AND COVENANTS OF ISSUER

SECTION 5.01. ANTI-DILUTION TEST.

During such time as the Bonds are Outstanding hereunder, the Issuer agrees and covenants not to incur any Debt unless it demonstrates that Non-Ad Valorem Revenues shall cover Maximum Annual Debt Service on the Bonds, all outstanding Debt, and such proposed Debt by at least 1.5x. The calculation required in the preceding sentence shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years.

For purposes of the covenant contained in this Section 5.01, Maximum Annual Debt Service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures or is obligated to be repaid during any one Fiscal Year. The foregoing notwithstanding, for purposes of calculating annual debt service, any Debt which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 5.01 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

With respect to debt service on any Debt with respect to which the Issuer elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

SECTION 5.02. BOOKS AND RECORDS.

The Issuer shall keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and any Holders of Bonds shall have the right at all reasonable times to inspect such books, records, accounts and data of the Issuer relating thereto. The Issuer shall cause an audit of such books, records, and accounts to be made by an independent firm of certified public accountants each Fiscal Year.

SECTION 5.03. ANNUAL AUDIT.

The Issuer shall cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The annual audit will be available on the Issuer's official website.

SECTION 5.04. NO IMPAIRMENT.

The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification, or impairment by any subsequent ordinance, resolution, or other proceedings of the City Council of the Issuer.

SECTION 5.05. FEDERAL INCOME TAXATION COVENANTS.

The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of the Bonds in any manner which would cause the interest on such Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of the Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on the Bonds to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

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ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT.

The following events shall each constitute an "Event of Default:"

(1) The Issuer shall fail to make payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(2) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(3) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

SECTION 6.02. REMEDIES.

Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable.

The Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the City Clerk.

Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the City Clerk and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trust hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS.

The Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. WAIVER OF DEFAULT.

No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT.

If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(1) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(2) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(A) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(B) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

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ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTIONS WITHOUT BONDHOLDERS' CONSENT.

The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(1) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(2) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the Bondholders.

(3) To add to the conditions, limitations, and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations, and restrictions thereafter to be observed.

(4) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(5) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(6) To change or modify the description of the Project.

(7) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTIONS WITH BONDHOLDERS' CONSENT.

Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental

Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, unless such Supplemental Resolution has the approval of 100% of the Bondholders. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If, at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Mayor shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the City Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the City Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. DEFEASANCE.

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Defeasance Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Securities and moneys for the deposited Defeasance Securities and moneys if the new Defeasance Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 8.02. PRELIMINARY AND FINAL OFFICIAL STATEMENT.

(1) The preparation and distribution of a Preliminary Official Statement relating to the Bonds is hereby approved and authorized, as is the use thereof by the Underwriter in connection with the sale of the Bonds. The Issuer hereby authorizes the Mayor, City Manager, or Finance Director to execute and deliver a certificate of the Issuer which deems the Preliminary Official Statement "final" within the contemplation of Rule 15c2-12 of the U.S. Securities and Exchange Commission.

(2) The Issuer hereby ratifies and approves the Preliminary Official Statement in substantially the form attached hereto as Exhibit C. The Issuer hereby authorizes execution by the Mayor, City Manager, and Finance Director and the delivery of, a final Official Statement which incorporates the terms and provisions set forth in the Bond Purchase Agreement.

SECTION 8.03. SALE OF BONDS.

Due to the willingness of the Underwriter to purchase the Bonds at market interest costs favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale (rather than through a competitive bid) and such sale to the Underwriter (pursuant to the terms and conditions contained in the Resolution, herein and in the Bond Purchase Agreement) is hereby authorized and approved.

SECTION 8.04. PAYING AGENT AND REGISTRAR.

The Bank New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, is hereby appointed as Paying Agent and Registrar with respect to the Bonds. An agreement with the Paying Agent and Registrar shall be executed and delivered by the Mayor and shall be attested by the City Manager and the City Clerk.

SECTION 8.05. DISCLOSURE DISSEMINATION AGENT AGREEMENT.

The Issuer hereby covenants and agrees that, in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission with respect to the Bonds, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the Issuer prior to the time the Issuer delivers the Bonds to the Underwriter, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Dissemination Agent Agreement, in substantially the form attached hereto as Exhibit B, is hereby approved and ratified, and shall be executed and delivered by the Mayor (with such changes and filling of blanks as shall be approved by the Mayor). Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an Event of Default under the Resolution. However, the Disclosure Dissemination Agent Agreement shall be enforceable by the Bondholders if the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Bondholder to the Issuer that a breach exists. Any rights of the Bondholders to enforce the provisions of the covenant shall be on behalf of all Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder. Digital Assurance Certification, LLC is hereby appointed as the initial dissemination agent with respect to the Bonds.

SECTION 8.06. GENERAL AUTHORITY.

The Mayor, President, City Manager, Finance Director or City Clerk and the members of the City Council of the Issuer, and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or any Supplemental Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, this Resolution, and any Supplemental Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers and any representation made in such documents shall be deemed to be made on behalf of the Issuer. All action taken to date by the officers of the Issuer in furtherance of the issuance of the Bonds is hereby approved, confirmed, and ratified.

SECTION 8.07. INTERESTED PARTIES.

Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the registered Holders of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the registered Holders of the Bonds.

SECTION 8.08. NO PERSONAL LIABILITY.

Neither the members of the City Council of the Issuer, any employees of the Issuer, nor any person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 8.09. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 8.10. REPEAL OF INCONSISTENT RESOLUTIONS.

All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.11. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

RESOLVED in regular meeting on the 10th day of November 2025.

(OFFICIAL SEAL)

By:______________________________
Name: Melonie Bahr Monson
Title: Mayor

By:______________________________
Name: Charles E. Proctor
Title: President of the City Council

ATTESTED:

By:______________________________
Name: Ricardo Quiñones
Title: City Clerk

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

$[________]
CITY OF ZEPHYRHILLS, FLORIDA
Capital Improvement Revenue Bonds, Series 2025

[________], 2025

City of Zephyrhills, Florida
Zephyrhills, FL 33542

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter" or "RBC CM"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Zephyrhills, Florida (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer's written acceptance hereof on or before 5:00 p.m., Eastern Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Resolution (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Series 2025 Bonds. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer; to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and the other Issuer Documents (as defined herein); and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

(b) The principal amount of the Series 2025 Bonds to be issued, the dated date therefor, the maturities, sinking fund installments, interest rates per annum, prices and yields, and redemption provisions are set forth in Exhibit B hereto. The Series 2025 Bonds shall be as described in, and shall be issued and secured under and pursuant to Chapter 166, Florida Statutes, the municipal charter of the Issuer, the Constitution of the State of Florida and other applicable provisions of law (collectively, the "Act"), and pursuant to the provisions of Resolution No. [__]-25 adopted by the Issuer on [November 10], 2025 (the "Resolution").

(c) The purchase price for the Series 2025 Bonds shall be $[________] (representing $[________].00 aggregate principal amount of the Series 2025 Bonds, [plus/less net original issue premium/discount of $[________] and] less an underwriting discount (including expenses) of $[________].

(d) Delivered to the Issuer herewith as a good faith deposit is a wire transfer in the amount of $[_________]. In the event the Issuer accepts this offer, such good faith deposit shall be retained by the Issuer until the time of Closing, at which time such good faith deposit shall be credited against the purchase price for the Series 2025 Bonds. In the event that the Issuer does not accept this Agreement, such good faith deposit shall be immediately returned to the Underwriter. Should the Issuer fail to deliver the Series 2025 Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriter to purchase, accept delivery of and pay for the Series 2025 Bonds, as set forth in this Agreement (unless waived by the Underwriter), or should such obligations of the Underwriter be terminated for any reason permitted by this Agreement, such good faith deposit shall immediately be returned to the Underwriter. In the event that the Underwriter fails (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Series 2025 Bonds at the Closing as herein provided, such good faith deposit shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriter, and, except as set forth in Section 10 hereof, no party shall have any further rights against the other hereunder. The Underwriter and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriter.

(e) In connection with the offering of the Series 2025 Bonds, the Underwriter has delivered to the Issuer a letter containing the Disclosure and Truth-In-Bonding information required by Section 218.385, Florida Statutes, as amended, which letter is attached as Exhibit C hereto. Additionally, in conformance with Section 787.06(13), Florida Statutes, as amended, the Underwriter shall deliver an anti-human trafficking affidavit in connection with the execution of this Agreement.

2. Public Offering. (a) The Underwriter agrees to make a bona fide public offering of all of the Series 2025 Bonds at prices not to exceed the respective public offering prices set forth on the inside front cover of the Official Statement (the "Offering Prices") and may subsequently change such Offering Prices without any requirement of prior notice. The Underwriter may offer and sell Series 2025 Bonds to certain dealers (including dealers depositing Series 2025 Bonds into investment trusts) and others at prices higher or lower than the Offering Prices.

3. The Official Statement. (a) The Preliminary Official Statement dated [___________], 2025 (the "Preliminary Official Statement"), including the cover page and Appendices thereto, of the Issuer relating to the Series 2025 Bonds, as amended to reflect the pricing terms of the Series 2025 Bonds is hereinafter called the "Official Statement."

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriter in connection with the public offering, sale and distribution of the Series 2025 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was "deemed final" by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2025 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Issuer represents that the form of the Preliminary Offering Statement has been approved by its governing body and hereby authorizes the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Series 2025 Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Series 2025 Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the reasonable opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem reasonably necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with reasonable supporting documentation for such certification, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2025 Bonds.

(b) [Except for the Hold-the-Offering-Price maturities set forth in Schedule A to Exhibit D attached hereto,] the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) [The Underwriter confirms that it has offered the Hold-the-Offering Price maturities to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit D attached hereto, except as otherwise set forth therein. Schedule A to Exhibit D sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied (the Hold-the-Offering-Price Maturities) and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Selling Underwriters (as defined below), including the Underwriter, will neither offer nor sell unsold Series 2025 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Selling Underwriters have sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer or the Issuer's municipal advisor when the Selling Underwriters have sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date as set forth in the related pricing wires.

(d) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Selling Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (x) to report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and

(y) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(B) to promptly notify the Underwriter of any sales of Series 2025 Bonds that, to its knowledge, are made to a purchaser who is a related party to a Selling Underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Selling Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Selling Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Selling Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or such Selling Underwriter or dealer that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or such Selling Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or such Selling Underwriter or dealer and as set forth in the related pricing wires.

(iii) The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Selling Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a Selling Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Selling Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Selling Underwriter shall be liable for the failure of any other Selling Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its agreement regarding the hold-the-offering-price rule as applicable to the Series 2025 Bonds.]

(e) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to a Selling Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than a Selling Underwriter or a related party;

(2) "Selling Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public);

(3) a purchaser of any of the Series 2025 Bonds is a "related party" to a Selling Underwriter if the Selling Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Agreement by all parties.

5. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is validly existing as a municipal corporation of the State of Florida (the "State") duly created, organized and existing under the Act, and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Resolution (i) to enter into, execute and deliver this Agreement, the Resolution, the Disclosure Dissemination Agent Agreement relating to the Series 2025 Bonds (the "Undertaking"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Series 2025 Bonds to the Underwriter as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents, the Resolution, and the Official Statement and (iv) to finance the Project, and as of the date hereof, the Issuer has complied in all respects with the terms of the Act, the Resolution and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Series 2025 Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Series 2025 Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Resolution and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement, in each case excepting any authorization that cannot be obtained prior to or concurrently with the date of this Agreement;

(c) When executed by the respective parties hereto and thereto, the Issuer reasonably expects as of the date hereof that the Issuer Documents will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Series 2025 Bonds, when issued, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2025 Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the Series 2025 Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution;

(d) The Issuer is lawfully empowered to pledge and grant a lien upon the Pledged Funds (as defined in the Resolution) for payment of the principal of, redemption premium, if any, and interest on the Series 2025 Bonds pursuant to the Resolution;

(e) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and when executed by the respective parties hereto and thereto, the Issuer reasonably expects as of the date hereof that execution and delivery of the Series 2025 Bonds, the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Series 2025 Bonds or under the terms of any such law, regulation or instrument, except as provided by the Series 2025 Bonds or the Resolution;

(f) Except as expressly disclosed in the Preliminary Official Statement, the Issuer has not failed in the past five years to comply in any material respect with any prior continuing disclosure obligation arising out of the Rule;

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Series 2025 Bonds have been duly obtained, except for such approvals, consents and orders that may not be obtained until after the date of this Agreement or as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2025 Bonds;

(h) The statements and information contained in the Preliminary Official Statement and the Official Statement (including statistics and financial information furnished by the Issuer), to the extent that such statements and information concern the Issuer, its operations, assets, facilities, the Resolution, the Series 2025 Bonds, and the Issuer's participation in the transactions contemplated by and described in the Preliminary Official Statement and the Official Statement, the estimated sources and uses of funds in connection with the Series 2025 Bonds, and litigation (if any) pending or threatened against the Issuer, are, with respect to the Preliminary Official Statement, as of its date and excluding "permitted omissions" as defined in the Rule, and with respect to the Official Statement, as of the date hereof, true, correct and complete in all material respects; and, with respect to such statements and information, the Preliminary Official Statement as of its date and excluding "permitted omissions" and the Official Statement did not or does not, as the case may be, contain any untrue statement of a material fact and does not omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(i) As of the date of this Agreement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025 Bonds or the collection of the Pledged Funds pursuant to the Resolution or in any way contesting or affecting the validity or enforceability of the Series 2025 Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Series 2025 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or the financing of the Project, the issuance of the Series 2025 Bonds, the adoption of Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2025 Bonds or the Issuer Documents;

(j) As of its date and as of the date hereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(k) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(l) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (B) determine the eligibility of the Series 2025 Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Series 2025 Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction, or comply with any other requirements reasonably deemed by it to be unduly burdensome) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Series 2025 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of the Issuer and other financial information regarding the Issuer in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer that is not disclosed in the Preliminary Official Statement and the Official Statement. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(o) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the Pledged Funds without the prior approval of the Underwriter;

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(q) Except as expressly disclosed in the Preliminary Official Statement and the Official Statement, the Issuer neither is nor has been in default any time after December 31, 1975, as to principal or interest with respect to an obligation issued or guaranteed by the Issuer; however, the Issuer has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The Issuer does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2025 Bonds because the Issuer is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the Issuer have been pledged or used to pay such securities or the interest thereon;

(r) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon;

(s) Subsequent to the respective dates as of which information is given in the Preliminary Official Statement and the Official Statement, and prior to the Closing, except as set forth in or contemplated by the Preliminary Official Statement and the Official Statement, unless consented to by the Underwriter, (i) the Issuer has not incurred and shall not have incurred any material liabilities or obligations, direct or contingent, except in the ordinary course of business, and has not entered into and will not have entered into any material transaction not in the ordinary course of business, (ii) there has not been and will not have been any material adverse change in the business or financial position or results of operations of the Issuer, and (iii) no legal or governmental proceedings affecting the Issuer or the transactions contemplated by this Agreement have been or will have been instituted or threatened which is material.

6. Closing. (a) At 1:00 p.m. Eastern Standard Time, on [_________], 2025, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Series 2025 Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series 2025 Bonds as set forth in Section 1 of this Agreement by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Series 2025 Bonds as aforesaid shall be made at the offices of the Issuer, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Series 2025 Bonds shall be made to The Depository Trust Company ("DTC") through its FAST system of registration. The Series 2025 Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Series 2025 Bond for each maturity of the Series 2025 Bonds, registered in the name of Cede & Co., all as provided in the Resolution, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Series 2025 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Series 2025 Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Resolution shall have been duly adopted by the Issuer and shall remain in full force and effect, and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Series 2025 Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Series 2025 Bonds on the terms and in the manner contemplated in the Official Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by its Mayor, City Manager and Director of Finance, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Resolution with such supplements or amendments as may have been agreed to by the Underwriter and each of the other Issuer Documents in form satisfactory to the Underwriter;

(3) The Undertaking of the Issuer which satisfies the requirements of Section (b)(5)(i) of the Rule;

(4) A final approving opinion of Bryant Miller Olive P.A., Bond Counsel to the Issuer, with respect to the Series 2025 Bonds, dated the date of closing, in substantially the form attached to the Official Statement as Appendix D;

(5) A letter of Bryant Miller Olive P.A., addressed to the Underwriter and dated the date of Closing, to the effect that their final approving opinion referred to in Section 7(h)(4) hereof may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(6) A supplemental opinion of Bryant Miller Olive P.A. addressed to the Underwriter, dated the date of Closing, substantially to the effect that:

(i) the Resolution has been duly adopted and is in full force and effect; and

(ii) the information contained in the Official Statement under the headings "INTRODUCTION, "DESCRIPTION OF THE SERIES 2025 BONDS" (other than the information under the subheading "Book-Entry Only System"), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" and "APPENDIX C: Form of the Resolution" (other than the financial, statistical and demographic information included therein, as to all of which no opinion need be expressed), insofar as such statements purport to be summaries of the Resolution or the Series 2025 Bonds, constitutes a fair summary of the information purported to be summarized therein, and that the statements on the cover relating to such counsel's opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters set forth therein;

(7) An opinion of Nabors, Giblin & Nickerson, P.A., as Disclosure Counsel, dated the date of the Closing and addressed to the Issuer with a reliance letter pertaining thereto addressed to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that:

(i) the Series 2025 Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Series 2025 Bonds, to register the Series 2025 Bonds under the 1933 Act and the Resolution need not be qualified under the Trust Indenture Act;

(ii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as disclosure counsel for the Issuer and their discussions with representatives of the Issuer and others at which the Preliminary Official Statement and the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing, contained or contains, as the case may be, any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system, in each case as to which no view need be expressed); and

(iii) the Undertaking satisfies the requirements under the Rule.

(8) An opinion of Shumaker, Loop & Kendrick, LLP, Dade City, Florida, City Attorney, addressed to the Issuer, Bond Counsel and the Underwriter and dated the date of the Closing in the form set forth in Exhibit A hereto;

(9) A certificate, dated the date of Closing, signed by the Mayor, the City Manager and the Director of Finance of the Issuer, or such other officials satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that, to the best of their knowledge and belief (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against the Issuer is pending or, to their knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (A) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (B) contest the due organization and valid existence of the Issuer, (C) contest the validity, due authorization and execution of the Series 2025 Bonds or the Issuer Documents or (D) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Series 2025 Bonds, pursuant to the Resolution, and other income or the anticipated receipt of Pledged Funds pledged to pay the principal of and interest on the Series 2025 Bonds, or the pledge thereof; (iii) the Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed, and (iv) the information contained in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing (except for information relating to DTC and its book-entry system of registration), did not or does not, as the case may be, contain any untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading;

(10) A certificate of an authorized representative of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), as Registrar and Paying Agent, to the effect that (i) the Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (ii) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Resolution, the Registrar and Paying Agent Agreement, dated the date of delivery of the Series 2025 Bonds, between the Issuer and the Bank (the "Paying Agent Agreement"), (iii) the performance by the Bank of its functions under the Resolution and the Paying Agent Agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Resolution and the Paying Agent Agreement, (iv) the Paying Agent Agreement constitutes a valid and binding obligation of the Bank in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and (v) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or,

to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Resolution and the Paying Agent Agreement;

(11) A signed copy of the letter of representations from the Issuer to DTC;

(12) A certificate of the Mayor or the Director of Finance deeming the Preliminary Official Statement "final" as of its date for the purposes of Rule 15c2-12;

(13) A letter of Moody's Investors Service, Inc., satisfactory to the Underwriter to the effect that the Series 2025 Bonds have an underlying rating of "Aa3", a letter of S&P Global Ratings satisfactory to the Underwriter to the effect that the Series 2025 Bonds have an underlying rating of "AA-" (stable outlook), a letter of Fitch Ratings, Inc. satisfactory to the Underwriter to the effect that the Series 2025 Bonds have an underlying rating of "AA" (stable outlook) with the understanding that upon delivery of the Series 2025 Bonds, and that all such ratings are in effect as of the date of Closing;

(14) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2025 Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2025 Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Sections 1 (with respect to the return of the good faith deposit only) and 10 hereof shall continue in full force and effect.

8. [Reserved.]

9. Termination. The Underwriter shall have the right to cancel their obligation to purchase the Series 2025 Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Series 2025 Bonds shall be materially adversely affected, in the reasonable judgment of the Underwriter, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of Congress or the Florida Legislature or favorably reported for passage to either House of Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal or additional State income taxation upon interest received on obligations of the general character of the Series 2025 Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal or State income tax consequences of any of the transactions contemplated herein;

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2025 Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) A general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2025 Bonds or as to obligations of the general character of the Series 2025 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(f) Any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities or interest thereon;

(g) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) There shall have occurred any materially adverse change in the affairs or financial condition of the Issuer;

(i) Between the date hereof and the Closing, the Issuer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, other than as described in the Official Statement, in either case payable from the full faith and credit of the Issuer or any portion of the Pledged Funds;

(j) The United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(k) There shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States or elsewhere;

(l) Any fact or event shall exist or have existed that, in the Underwriter's sole judgment, requires or has required an amendment of or supplement to the Official Statement and such amendment or supplement has not been made;

(m) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; and

(n) The purchase of and payment for the Series 2025 Bonds by the Underwriter, or the resale of the Series 2025 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

10. Expenses. (a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Series 2025 Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, City Attorney and Disclosure Counsel, if any; (iii) the fees and disbursements of the Municipal Advisor to the Issuer; (iv) the fees and disbursements of any Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees, premiums and expenses in connection with obtaining bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Series 2025 Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs, subject to approval of the Issuer.

(b) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement, any Blue Sky Surveys and/or Legal Investment Memoranda; (ii) all advertising expenses in connection with the public offering of the Series 2025 Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Series 2025 Bonds, including the fees and disbursements of counsel retained by the Underwriter. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

(c) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

(d) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2025 Bonds.

11. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Zephyrhills, Florida, 5335 8th Street, Zephyrhills, FL 33542, to the attention of Director of Finance, and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to RBC Capital Markets LLC, 100 Second Avenue South, Suite 800, St. Petersburg, Florida 33701, Attention: Andrew Devenbeck.

12. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Series 2025 Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

13. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

15. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

[Remainder of page intentionally left blank]

18. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[Remainder of page intentionally left blank]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By:_______________________________________
Name: Andrew Devenbeck
Title: Vice President

ACCEPTANCE

ACCEPTED at _______ p.m., Eastern Standard Time, this ___ day of __________, 2025.

CITY OF ZEPHYRHILLS, FLORIDA

By:_______________________________________
Name: Melonie Bahr Monson
Title: Mayor

By:_______________________________________
Name: Charles E. Proctor
Title: President of the City Council

ATTESTED:

By:_______________________________________
Name: Ricardo Quiñones
Title: City Clerk

By:_______________________________________
Name: William C. Poe, Jr.
Title: City Manager

EXHIBIT A

FORM OF OPINION OF CITY ATTORNEY

[_________], 2025

Mayor and Members of the City Council
for the City of Zephyrhills
Zephyrhills, Florida

RBC Capital Markets, LLC
St. Petersburg, Florida

Bryant Miller Olive P.A.,
Tampa, Florida

Re: $[________] City of Zephyrhills, Florida, Capital Improvement Revenue Bonds, Series 2025

Ladies and Gentlemen:

I am the City Attorney for the City of Zephyrhills, Florida, (the "City") and have served in such capacity in connection with the City's issuance of the $[________] City of Zephyrhills, Florida, Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds are being issued for the primary purpose of financing the Cost of the Project, pursuant to Resolution No. [__]-25 adopted by the City on [November 10], 2025 (the "Resolution"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Resolution or the Bond Purchase Agreement dated [________], 2025 (the "Agreement") between the City and RBC Capital Markets, LLC (the "Underwriter").

I have examined, among other things, the State of Florida Constitution, Chapter 166, Florida Statutes, the municipal charter of the City, and other applicable provisions of law, the Resolution, and the proceedings of the City with respect to the authorization and issuance of the Series 2025 Bonds, and certificates and other documents relating to the City, the Series 2025 Bonds, and the Resolution and have made such other examination of applicable Florida law as I have deemed necessary in giving this opinion.

Based upon the foregoing, I am of the opinion that:

(A) The City is a duly existing municipal corporation of the State of Florida (the "State") and had and has good right and lawful authority under the Constitution and laws of the State to (i) to enter into, execute and deliver the Issuer Documents and all documents required thereunder to be executed and delivered by the City, (ii) to sell, issue and deliver the Series 2025 Bonds to the Underwriter as provided in the Agreement, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents, and the Official Statement, and (iv) to finance and/or reimburse the Costs of the Project, and the City has complied, and will as of the date hereof be in compliance in all respects, with the terms of Chapter 166, Florida Statutes, the municipal charter of the City, the Constitution of the State of Florida and other applicable provisions of law and the Issuer Documents as they pertain to such transactions.

(B) The Resolution has been duly adopted, and the Issuer Documents have been executed by the City, and each are in full force and effect and constitute the valid, legal and binding obligations of the City enforceable in accordance with their respective terms.

(C) As of the date hereof, the City has duly performed all obligations to be performed by it pursuant to the Resolution and the Issuer Documents.

(D) The City has the power and authority under applicable law to pledge the Pledged Funds to secure and pay the Series 2025 Bonds and interest thereon in accordance with the terms of the Resolution, and to use the proceeds of the Series 2025 Bonds as described in the Resolution.

(E) To the best of my knowledge after due inquiry, the adoption of the Resolution and the execution and delivery of the Series 2025 Bonds and the Issuer Documents, and compliance with the provisions thereof, will not conflict with or constitute a material breach of or default under any existing agreement or instrument, or violate any existing law, administrative regulation, court decree, charter provision, or ordinance to which the City is subject.

(F) Except as described in the Official Statement, to the best of my knowledge after due inquiry of the Circuit Court for Pasco County, Florida and the Federal District Court for the Middle District of Florida, no litigation or other proceedings are pending or, to the best of my knowledge after due inquiry, threatened in any court or other tribunal of competent jurisdiction, State or Federal, in any way (1) restraining or enjoining the issuance, sale or delivery of the Series 2025 Bonds, the execution or delivery of the Issuer Documents, or (2) questioning or affecting the validity of the Series 2025 Bonds, the Resolution, the Issuer Documents, or any provision for the payment of both principal of and interest on the Series 2025 Bonds from Pledged Funds as provided in the Resolution; or (3) questioning or affecting the validity of any of the proceedings for the authorization, issuance or delivery of the Series 2025 Bonds and the security therefore or the execution or delivery of the Issuer Documents; or (4) questioning or affecting (a) the organization or existence of the City or the City Council or the title to office of the officers thereof, or (b) the power or authority of the City to collect the Pledged Funds or (c) the use of the proceeds of the Series 2025 Bonds; or (5) which could materially adversely affect the operations of the City or the financial condition of the City.

(G) To the best of my knowledge after due inquiry, all approvals, consents, authorizations, licenses, permits and orders of any governmental authority or agency having jurisdiction in any matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the Issuer Documents and the Series 2025 Bonds or with respect to the financing and/or reimbursing the Costs of the Project have been obtained and are in full force and effect.

(H) The City has complied with all conditions contained in ordinances and resolutions of the City precedent to the issuance of the Series 2025 Bonds.

(I) By all necessary official action of the City prior to or concurrently with the date hereof, the City has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Series 2025 Bonds, (ii) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Series 2025 Bonds and the Issuer Documents, and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement.

(J) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City.

(K) Based on my examination and participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, I have no reason to believe that the Preliminary Official Statement, as of its date and excluding "permitted omissions" as defined in the Rule, and the Official Statement as of its date and as of the date hereof, as to legal matters only, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (no view is expressed for any financial forecast, technical and statistical data included in the Preliminary Official Statement or the Official Statement, for information regarding The Depository Trust Company and its book-entry system).

All of the above opinions as to enforceability of the legal obligations of the City may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors rights generally, and other general principles of equity.

The letter is addressed to you and is not to be used, circulated, quoted or otherwise referred to for any other purpose without, in each case, our express written consent.

This opinion is furnished by me as City Attorney and is solely for the benefit of the addressees hereto and is based solely upon the laws of the State of Florida.

Respectfully,

Shumaker, Loop & Kendrick, LLP

EXHIBIT B

$[________] CITY OF ZEPHYRHILLS, FLORIDA
Capital Improvement Revenue Bonds, Series 2025

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS

Maturity (December 1)	Amount	Interest Rate	Price	Yield

$[________] [____]% Term Bonds due December 1, 20[__]; Price [____]; Yield [_____]%

[REDEMPTION PROVISIONS TO COME]

[Remainder of page intentionally left blank.]

EXHIBIT C

DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

[________], 2025

Mayor and City Council of the City of
Zephyrhills, Florida
Zephyrhills, Florida

Re: $[________] City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025

Dear Mayor and Council Members:

In connection with the proposed issuance by the City of Zephyrhills, Florida (the "Issuer") of $[________] in aggregate principal amount of its City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), RBC Capital Markets, LLC (the "Underwriter") is underwriting a public offering of the Series 2025 Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Series 2025 Bonds, as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase and re-offering of the Series 2025 Bonds are set forth in Attachment 1 attached hereto.

(b) There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Series 2025 Bonds.

(c) As part of the estimated underwriting spread set forth in paragraph (d) below, the Underwriter will charge a management fee of $0 per $1,000 of Series 2025 Bonds issued.

(d) The amount of underwriting spread expected to be realized is as follows:

	Per $1,000 Bond	Dollar Amount
Average Takedown	$	$
Underwriter's Expenses		
Total Underwriting Spread	$	$

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2025 Bonds to any person not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriter, as set forth in paragraph (a) above.

(f) The name and address of the Underwriter is:

RBC Capital Markets LLC
100 Second Avenue South, Suite 800
St. Petersburg, Florida 33701

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The Issuer is proposing to issue $[________] of the Series 2025 Bonds for the principal purposes of (1) financing and/or reimbursing the Costs of the Project, and (2) paying certain costs and expenses relating to the issuance of the Series 2025 Bonds. This obligation is expected to be repaid over a period of approximately [____] years. At a true interest cost of approximately [________]%, total interest paid over the life of the Series 2025 Bonds will be $[________].

(b) The source of repayment or security of the Series 2025 Bonds is the Pledged Funds, which Pledged Funds include Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Resolution No. [__]-25 adopted by the Issuer on [November 10], 2025. Authorizing this debt will result in an average of $[________] (average annual debt service) of such Pledged Funds not being available to finance other services of the Issuer each year for approximately [____] years.

[Remainder of page intentionally left blank.]

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Series 2025 Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By:____
Name: Andrew Devenbeck
Title: Vice President

ATTACHMENT 1

Underwriter's Estimated Expenses

	Dollar Amount	Per $1,000
TOTAL	$[________]	[________]

EXHIBIT D

CITY OF ZEPHYRHILLS, FLORIDA

$[__________]
Capital Improvement Revenue Bonds,
Series 2025

ISSUE PRICE CERTIFICATE

RBC Capital Markets, LLC (the "Underwriter") for the bonds identified above (the "Issue"), issued by the City of Zephyrhills, Florida (the "City"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

All capitalized terms not defined in this Certificate have the meanings set forth in the City's Certificate Relating to Tax, Arbitrage and other Matters (the "Tax Certificate").

(1) **Issue Price**.

(A) As of the date of this certificate, for each Maturity of the Issue [other than the Hold-the-Offering-Price Maturities (the "General Rule Maturities")], the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in Schedule A attached hereto.

(B) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement for the Issue, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold bonds of such Maturity to any person at a price that is higher than the Sale Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(D) Definitions.

["Hold-the-Offering-Price Maturities" means those Maturities of the Issue listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

["Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Selling Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Sale Price for such Hold-the-Offering-Price Maturity.]

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Selling Underwriter or a related party to a Selling Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the bonds. The Sale Date of the Issue is [________], 2025.

"Selling Underwriter" means any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, including but not limited to the Underwriter, and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (ii) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meanings set forth in the Tax Certificate.

(2) **Yield**. The Yield on the Issue is [__________]%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1) computed with the adjustments stated in paragraph (5). Such Yield has been calculated using industry standard software.

(3) **Weighted Average Maturity**. The weighted average maturity (defined below) of the Issue is [______] years. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire Issue.

(4) **Underwriter's Discount**. The Underwriter's discount is $[_________], being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by the Underwriter to the City for the Issue.

(5) **Premium Maturities Subject to Optional Redemption**. The Maturities that mature in the years [____] through and including [_____] are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.

(6) **No Stepped Coupon Maturities**. No Maturity bears interest at an increasing interest rate.

The signer is an officer of the Underwriter and duly authorized to execute and deliver this Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Bryant Miller Olive P.A., as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Issue.

Dated: [___________], 2025

RBC CAPITAL MARKETS, LLC

By:____
Name:____
Its:____

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING PRICE MATURITIES

SALE PRICES OF THE GENERAL RULE MATURITIES

EXHIBIT B

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of November 1, 2025, is executed and delivered by the City of Zephyrhills, Florida (the "Issuer") and Digital Assurance Certification LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. **Definitions**. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Issuer's City Manager or the Finance Officer, or any of their designees, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"EMMA" means the MSRB's Electronic Municipal Market Access System authorized by the SEC in accordance with the Rule. Further information regarding EMMA can be retrieved by visiting the website "http://emma.msrb.org."

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule as a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii), as described in the Rule. The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Exhibit A.

"Operating Data" means the operating data to be provided by the Issuer described in and consistent with Section 3(a) of this Disclosure Agreement.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. **Provision of Annual Reports**. (a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the June 30 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending September 30, 2025. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement or any Operating Data received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"

7. "Modifications to rights of Bondholders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances in whole or in part of the Bonds;"

10. "Release, substitution, or sale of property securing repayment of the Bonds, if material;"

11. "Any changes in the ratings assigned to the Bonds;"

12. "Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if

such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);"

13. "The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;"

14. "Appointment of a successor or additional trustee or the change of name of a trustee;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. " certain communications from the Internal Revenue Service other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement in the following tables:

(i) Updates of information set forth in the Official Statement relating to Table entitled "GOVERNMENTAL FUNDS AND OTHER AVAILABLE NON-AD VALOREM REVENUES LAST FIVE FISCAL YEARS" under the heading "NON-AD VALOREM REVENUES – Historical Non-Ad Valorem Revenues"; and

(ii) Updates of information set forth in the Official Statement relating to the table entitled "GOVERNMENTAL FUNDS – HISTORICAL REVENUES AND EXPENDITURES LAST FIVE FISCAL YEARS" under the heading "NON-AD VALOREM REVENUES – Historical Revenues and Expenditures of Governmental Funds."

(b) Each Annual Report shall contain a description of any additional indebtedness secured in whole or in part or payable from Non-Ad Valorem Revenues (as defined in the Official Statement).

(c) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

(vii) Modifications to rights of Bondholders, if material;

(viii) Bond calls, if material and tender offers;

(ix) Defeasance in whole or in part of the Bonds;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Any changes in the ratings assigned to the Bonds;

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the

U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any other Obligated Person or the sale of all or substantially all of the assets of the Issuer or any other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect holders of the Bonds;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties; and

(xvii) Failure to provide annual financial information as required.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. **<u>CUSIP Numbers</u>**. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. **<u>Additional Disclosure Obligations</u>**. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. **<u>Voluntary Filing</u>**. (a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the

Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. **<u>Termination of Reporting Obligation</u>**. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure

Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. **Disclosure Dissemination Agent**. The Issuer has appointed Digital Assurance Certification LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days' written notice to the Disclosure Dissemination Agent and the trustee (if any), replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. **Submission of Information to the MSRB**. The information required to be disclosed pursuant to this Disclosure Agreement shall be submitted to the MSRB through EMMA. Subject to future changes in submission rules and regulations, such submissions shall be provided to the Repository in portable document format ("PDF") files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. Such PDF files shall be word-searchable (allowing the user to search for specific terms used within the document through a search or find function available in a software package).

Subject to future changes in submission rules and regulations, at the time that such information is submitted through EMMA, the Issuer, or any dissemination agent engaged by the Issuer pursuant to Section 9 hereof, shall also provide to the MSRB information necessary to accurately identify:

(a) the category of information being provided;

(b) the period covered by the Audited Financial Statements and any additional financial information and operating data being provided;

(c) the issues or specific securities to which such submission is related or otherwise material (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 11. **Remedies in Event of Default**. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. **Duties, Immunities and Liabilities of Disclosure Dissemination Agent**. (a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 13. **Public Entity Crimes**. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Disclosure Agreement, the Disclosure Dissemination Agent certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 14. __**Scrutinized Company**__. Pursuant to Section 287.135, Florida Statutes, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Disclosure Agreement is for one million dollars or more, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and the Disclosure Dissemination Agent further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, Issuer may, at the option of the City Council, terminate this Disclosure Agreement if the Disclosure Dissemination Agent is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 15. __**Amendment; Waiver**__. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice (by certified mail) of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective until the Issuer approves such amendment. Notices to the City may be sent to: 5335 8th Street, Zephyrhills, Florida 33542.

SECTION 16. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 17. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State of Florida.

SECTION 18. **Counterparts**. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION LLC, as Disclosure Dissemination Agent

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

CITY OF ZEPHYRHILLS, FLORIDA, as Issuer

By: ______________________________________
Name: [Melonie Monson Bahr
Title: Mayor]

By: ______________________________________
Name: [William Poe
Title: City Manager]

By: ______________________________________
Name: [Ted Beason
Title: Finance Director**]**

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer:	City of Zephyrhills, Florida
Name of Bond Issue:	City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025
Date of Issuance:	[CLOSING DATE]
Date of Official Statement:	[SALE DATE]
CUSIP Numbers:	

Series 2025

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Zephyrhills, Florida
Name of Bond Issue:	City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025
Date of Issuance:	[CLOSING DATE]
Date of Official Statement:	[SALE DATE]
CUSIP Numbers:	

Series 2025

[Remainder of page intentionally left blank]

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification LLC, as Disclosure Dissemination Agent. **[**The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _______________**]**.

Dated: ________________

Digital Assurance Certification LLC, as
Disclosure Dissemination Agent, on behalf of
the Issuer

____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

City of Zephyrhills, Florida

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. ___ Principal and interest payment delinquencies
2. ___ Non-Payment related defaults
3. ___ Unscheduled draws on debt service reserves reflecting financial difficulties
4. ___ Unscheduled draws on credit enhancements reflecting financial difficulties
5. ___ Substitution of credit or liquidity providers, or their failure to perform
6. ___ Adverse tax opinions or events affecting the tax-exempt status of the security
7. ___ Modifications to rights of securities holders
8. ___ Bond calls
9. ___ Defeasances
10. ___ Release, substitution, or sale of property securing repayment of the securities
11. ___ Rating changes
12. ___ Bankruptcy, insolvency, receivership or similar event of the Issuer or any other obligated person
13. ___ The consummation of a merger, consolidation, or acquisition involving the Issuer or any other obligated person or the sale of all or substantially all of the assets of the Issuer or any other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
14. ___ Appointment of a successor or additional trustee or the change of name of a trustee
15. ___ Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect holders of the Bonds
16. ___ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties
17. ___ Failure to provide annual financial information as required
18. ___ Other material event notice (specify) ____

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name: ______________________________ Title: ____________________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Zephyrhills, Florida

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ____"amendment to continuing disclosure undertaking;"
2. ____"change in obligated person;"
3. ____"notice to investors pursuant to bond documents;"
4. ____"certain communications from the Internal Revenue Service;"
5. ____"secondary market purchases;"
6. ____"bid for auction rate or other securities;"
7. ____"capital or other financing plan;"
8. ____"litigation/enforcement action;"
9. ____"change of tender agent, remarketing agent, or other on-going party;" and
10. ____"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name: ____________________________ Title:___________________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Zephyrhills, Florida

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1.____"quarterly/monthly financial information;"
2.____"change in fiscal year/timing of annual disclosure;"
3.____"change in accounting standard;"
4.____"interim/additional financial information/operating data;"
5.____"budget;"
6.____"investment/debt/financial policy;"
7.____"information provided to rating agency, credit/liquidity provider or other third party;"
8.____"consultant reports;" and
9.____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

____

Name: ____________________________ Title:___________________________________

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED [POS DATE], 2025

NEW ISSUE - BOOK-ENTRY ONLY

Ratings: Moody's: "Aa3"
S&P: "AA-"
Fitch: "AA"
(See "RATINGS" herein)

In the opinion of bond counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2025 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2025 Bonds.

$[PAR AMOUNT]*
CITY OF ZEPHYRHILLS, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025

[INSERT CITY LOGO**]**

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

The City of Zephyrhills, Florida (the "City") is issuing its Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") as fully registered bonds, without coupons, which initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Individual purchases will be made in book-entry form only in denominations of $5,000 and any integral multiple thereof. Purchasers of the Series 2025 Bonds (the "Beneficial Owners") will not receive physical delivery of the Series 2025 Bonds. Transfer of ownership in the Series 2025 Bonds will be affected by DTC's book-entry system as described herein. As long as Cede & Co. is the registered owner as nominee of DTC, principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. The principal, premium, if any, and interest on the Series 2025 Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, as Paying Agent, or its successors. Interest on the Series 2025 Bonds is payable semi-annually on each March 1 and September 1, commencing March 1, 2026, until maturity or prior redemption.

Certain of the Series 2025 Bonds are subject to redemption prior to maturity as set forth in this Official Statement. See "DESCRIPTION OF THE SERIES 2025 BONDS" herein.

The Series 2025 Bonds are being issued to (i) finance and/or reimburse the costs of certain capital improvements within the City, as described herein, and (ii) pay costs of issuance of the Series 2025 Bonds. See "THE PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2025 Bonds are being issued under the authority of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the municipal charter of the City and other applicable provisions of law (the "Act"), and pursuant to Resolution No. ___-25 duly adopted by the City Council of the Issuer (the "City Council") on November 10, 2025, as may be amended and supplemented from time to time (the "Resolution"). The Series 2025 Bonds and the interest thereon are payable solely from and secured by a lien upon and pledge of (1) Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated by the City in accordance with the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution (collectively, the "Pledged Funds"). The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Series 2025 Bonds remain Outstanding, and deposit into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Series 2025 Bonds and to make all other payments required under the Resolution in each such Fiscal Year, subject to the limitations described in the Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" herein.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of the issue. Investors must read this entire Official Statement, and the Appendices attached hereto, to obtain information needed in order to make an informed investment decision.

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

The Series 2025 Bonds are offered when, as and if issued and received by the Underwriter, subject to the receipt of an opinion as to the validity of the Series 2025 Bonds and certain other matters by Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel. Certain legal matters incident to the issuance and delivery of the Series 2025 Bonds will be passed on for the City by its counsel, Shumaker, Loop & Kendrick, LLP, Dade City, Florida and Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel. GrayRobinson, P.A., Tampa, Florida, is serving as Counsel to the Underwriter. Larson Consulting Services, LLC, Orlando, Florida is serving as Municipal Advisor to the City. It is expected that the Series 2025 Bonds will be available for delivery to the Underwriter at the facilities of DTC on or about December 11, 2025.

RBC CAPITAL MARKETS

Dated: November __, 2025

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*Preliminary, subject to change.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2025 Bonds may not be sold nor may offers to buy the Series 2025 Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2025 Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The City shall deem this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

$[PAR AMOUNT]*
CITY OF ZEPHYRHILLS, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP NUMBERS

Maturity (September 1)*	Principal Amount*	Interest Rate	Price	Yield	Initial CUSIP**
	$	%		%	

$__________*, _____% Series 2025 Term Bonds due September 1, 20__;
Priced at _____; Yield _____% CUSIP No. __________**

$__________*, _____% Series 2025 Term Bonds due September 1, 20__;
Priced at _____; Yield _____% CUSIP No. __________**

* Preliminary, subject to change.
** CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP data is provided for convenience of reference only. The County takes no responsibility for the accuracy of such numbers.

CITY OF ZEPHYRHILLS, FLORIDA

CITY MAYOR
Melonie Monson Bahr

CITY COUNCIL

Charles E. Proctor ....Council President
Dr. Steve Spina ....Council Vice President
Kenneth Burgess ....Councilman
Lance A. Smith ....Councilman
Jodi Wilkeson ....Councilwoman

ADMINISTRATION
William C. Poe, Jr., City Manager
Ricardo Quinones, City Clerk
Matthew E. Maggard, City Attorney
Ted Beason, Finance Director
Shane LeBlanc, Public Works Director
Jessica Carter, Assistant Finance Director

CITY ATTORNEY
Shumaker, Loop & Kendrick, LLP
Dade City, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

DISCLOSURE COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

MUNICIPAL ADVISOR
Larson Consulting Services, LLC
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City or the underwriter listed on the cover page hereof (the "Underwriter") to give any information or to make any representations in connection with the Series 2025 Bonds, other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information set forth herein has been obtained from the City, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2025 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2025 BONDS HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2025 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH

FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY OR THE UNDERWRITER AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2025 BONDS.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SEC RULE 15C2-12.

TABLE OF CONTENTS

OFFICIAL STATEMENT
Relating To

$[PAR AMOUNT][*]
CITY OF ZEPHYRHILLS, FLORIDA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025

INTRODUCTION

The purpose of this Official Statement, including the cover page and all appendices, is to set forth certain information in connection with the issuance by the City of Zephyrhills, Florida (the "City") of its $[PAR AMOUNT][*] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). Capitalized terms used but not defined herein have the same meanings as when used in the herein defined Resolution unless the context clearly indicates otherwise. Descriptions of certain terms and provisions of the Series 2025 Bonds are set forth in the Resolution, the form of which is attached to this Official Statement as APPENDIX C.

The Series 2025 Bonds are being issued under the authority of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the municipal charter of the City and other applicable provisions of law (the "Act"), and pursuant to a resolution adopted by the City Council of the City (the "City Council") on November 10, 2025 (the "Resolution"). The Series 2025 Bonds and the interest thereon are payable solely from and secured by a lien upon and pledge of (1) Non-Ad Valorem Revenues budgeted and appropriated by the City in accordance with the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution (collectively, the "Pledged Funds"). The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Series 2025 Bonds remain Outstanding, and deposit into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Series 2025 Bonds and to make all other payments required under the Resolution in each such Fiscal Year, subject to the limitations described in the Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" herein.

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED

[*] Preliminary, subject to change.

FUNDS. NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

The Series 2025 Bonds are being issued to (i) finance and/or reimburse the costs of certain capital improvements within the City, as described herein, and (ii) pay costs of issuance of the Series 2025 Bonds. See "THE PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2025 Bonds are issuable only in the form of fully registered bonds, without coupons, in the principal amount of $5,000 or any integral multiples thereof. The interest on the Series 2025 Bonds is payable semi-annually on each on each March 1 and September 1, commencing March 1, 2026, until maturity or earlier redemption as more fully described herein. The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, is serving as the initial Registrar and Paying Agent for the Series 2025 Bonds.

All information included herein has been provided by the City, except those attributable to other sources. The description of the Series 2025 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of any such documents that are not attached as appendices hereto may be obtained from the City of Zephyrhills, Florida, 5335 8th Street, Zephyrhills, Florida 33542, Attention: City Clerk, upon payment of reproduction costs and postage and handling expenses.

THE CITY

The City, incorporated in 1914, is located in Pasco County (the "County"), in the west-central part of the State of Florida (the "State"), and had an estimated population of 19,666 in 2024. The City provides a full range of services that include public safety, public works, public health and welfare, culture, recreation, and a general aviation airport. The City also provides utilities for water, wastewater, and solid waste. The City has operated under the Council-Manager form of government since incorporation in 1914. Policy making and legislative authority is vested in the City Council consisting of the Mayor and five other Council members. For additional information regarding the City, see APPENDIX A and APPENDIX B attached hereto.

THE PROJECT

The Project includes acquisition, construction and equipping of various capital improvements, including without limitation a public works maintenance facility project and improvements to Zephyr Park, including without limitation, the Alice Hall open meeting and classroom space, or any other capital improvements approved by the City Council to be funded with proceeds of the Series 2025 Bonds, all as more particularly described in the plans and specifications on file with the City and as the same may be amended and supplemented from time to time.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2025 Bonds are expected to be applied as follows:

SOURCES OF FUNDS	
Principal Amount	$
[Plus/Less]: [Net] Original Issue [Premium/Discount]	
Other Legally Available Monies of the City	
Total Sources of Funds	$
USES OF FUNDS	
Deposit to Project Fund	$
Costs of Issuance[(1)]	
Total Uses of Funds	$

[(1)] Includes legal and Municipal Advisory fees, Underwriter's discount, printing costs, rating agency fees, and other costs of issuance of the Series 2025 Bonds.

[Remainder of page intentionally left blank]

DEBT SERVICE SCHEDULE FOR THE SERIES 2025 BONDS

The table below sets forth the annual debt service requirements with respect to the Series 2025 Bonds:

Bond Year Ending (September 1)	Principal	Interest	Total Debt Service
	$	$	$
Totals	$	$	$

[Remainder of page intentionally left blank]

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds will be dated, will bear interest at the rates per annum, and subject to the redemption provisions set forth in the Resolution and as described below, will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Series 2025 Bonds is to be computed on the basis of a 360-day year consisting of twelve thirty-day months and will be payable semi-annually on each on each March 1 and September 1, commencing March 1, 2026, until maturity or prior redemption. The Bank of New York Mellon Trust Company, N.A., Pittsburgh Pennsylvania, is the initial Paying Agent and Registrar for the Series 2025 Bonds.

The Series 2025 Bonds are issuable as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple in excess thereof. The Series 2025 Bonds will be initially issued in the form of a single fully registered certificate for each maturity. Upon initial issuance, the ownership of the Series 2025 Bonds will be registered in the bond register in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System" below.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND UNDERWRITER BELIEVE TO BE RELIABLE. THE CITY AND UNDERWRITER TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2025 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2025 BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DTC PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2025 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY AND UNDERWRITER NEITHER MAKE NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2025 Bond certificate will be issued for each maturity of the Series 2025 Bonds as set forth in the inside cover of this Official Statement in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the U.S. Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial

Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2025 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor depository) upon compliance with any applicable DTC rules and procedures. In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

Optional Redemption

The Series 2025 Bonds maturing on or before September 1, 20___, are not subject to redemption prior to their stated dates of maturity. The Series 2025 Bonds maturing on September 1, 20___, and thereafter shall be subject to redemption prior to their stated dates of maturity at the option of the City, in whole or in part, on September 1, 20___, or any date thereafter, in such order as shall be determined by the City and by lot within a maturity, at the redemption price of 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2025 Bonds maturing on September 1, 20__ will be subject to mandatory redemption prior to maturity, by lot, in such manner as the Paying Agent may deem appropriate, at 100% of the principal amount of the Series 2025 Bonds so to be redeemed, on September 1, 20__ and on each September 1 thereafter, in the following Amortization Installments and in the years specified:

[Remainder of page intentionally left blank]

Year	Amortization Installments

*Final Maturity.

Notice of Redemption

Unless waived by any Holder of Series 2025 Bonds to be redeemed, notice of any redemption shall be given by the Registrar on behalf of the City by mailing a copy of an official redemption notice by registered or certified mail at least twenty (20) days and not more than forty-five (45) days prior to the date fixed for redemption to each Holder of Series 2025 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to the provisions of the Resolution to any Holder of Series 2025 Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Series 2025 Bonds to be redeemed.

Prior to any redemption date, the City shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

In addition to the mailing of the notice described in the Resolution, each notice of redemption and payment of the Redemption Price shall be sent to the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board within ten (10) days of the mailing of the notice of redemption to Series 2025 Bondholders; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

The Resolution provides that the City may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described in the Resolution to all Bondholders as soon as practicable after the City has determined to rescind the redemption.

Selection of Series 2025 Bonds to be Redeemed

The Series 2025 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Series 2025 Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Series 2025 Bonds of a single maturity, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall be selected not less than twenty (20) days prior to the redemption date by the Registrar from the Outstanding Series 2025 Bonds of the maturity or maturities designated by the City by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Series 2025 Bonds or portions of Series 2025 Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed, the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the City, in its discretion, designates a different allocation.

If less than all of the Outstanding Series 2025 Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the City and Paying Agent (if the Registrar is not the Paying Agent for such Series 2025 Bonds) in writing of the Series 2025 Bonds or portions of Series 2025 Bonds selected for redemption and, in the case of any Series 2025 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Redemption of Portions of Series 2025 Bonds

Any Series 2025 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the City shall execute and the Registrar shall authenticate and deliver to the Holder of such Series 2025 Bond, without service charge, a new Series 2025 Bond or Series 2025 Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2025 Bonds so surrendered.

Payment of Redeemed Series 2025 Bonds

Notice of redemption having been given substantially as aforesaid in the Resolution, the Series 2025 Bonds or portions of Series 2025 Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2025 Bonds or portions of Series 2025 Bonds shall cease to bear interest. Upon surrender of such Series 2025 Bonds for redemption in accordance with said notice, such Series 2025 Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Series 2025 Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

Transfer

So long as the Series 2025 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of Series 2025 Bonds do not apply to the Series 2025 Bonds. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry-Only System" herein. Upon the discontinuance of the book-entry-only registration system for the Series 2025 Bonds, the following paragraphs shall apply with respect to the Beneficial Owners of the Series 2025 Bonds.

Series 2025 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2025 Bonds of the same maturity of any other authorized denominations.

The Series 2025 Bonds issued under the Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in the Resolution and in the Series 2025 Bonds. So long as any of the Series 2025 Bonds shall remain Outstanding, the City shall maintain and keep at the office of the Registrar, books for the registration and transfer of the Series 2025 Bonds.

Each Series 2025 Bond shall be transferable only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Series 2025 Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Series 2025 Bond or Series 2025 Bonds of the same aggregate principal amount and Series and maturity as the surrendered Series 2025 Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Series 2025 Bond shall be registered upon the books of the City as the absolute holder of such Series 2025 Bond, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Series 2025 Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Series 2025 Bonds, forthwith (1) following the fifteenth day prior to an Interest Date; (2) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Series 2025 Bonds; and (3) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Series 2025 Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Series 2025 Bond shall effect payment of interest on such Series 2025 Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Series 2025 Bonds or transferring Series 2025 Bonds is exercised, the City shall execute, and the Registrar shall authenticate and deliver such Series 2025 Bonds in accordance with the provisions of the Resolution. Execution of Series 2025 Bonds in the same manner as is provided in the Resolution for purposes of exchanging, replacing or transferring Series 2025 Bonds may occur at the time of the original delivery of the Series 2025 Bonds. All Series 2025 Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the City to be canceled by the Registrar. For every such exchange or transfer of Series 2025 Bonds, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense, or other governmental charge required to be paid with respect to such exchange or transfer. The City and the Registrar shall not be obligated to make any such exchange or transfer of Series 2025 Bonds during the fifteen days next preceding an Interest Date on the Series 2025 Bonds, or, in the case of any proposed redemption of Series 2025 Bonds, then during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS

General

The Resolution defines Pledged Funds as (1) Non-Ad Valorem Revenues budgeted and appropriated by the City in accordance with the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution. The Series 2025 Bonds and the interest thereon are payable solely from and secured by a lien upon and pledge of the Pledged Funds.

"Non-Ad Valorem Revenues" are defined in the Resolution as all revenues of the City, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments provided for in the Resolution. Non-Ad Valorem Revenues will not be subject to a lien for the benefit of Series 2025 Bondholders until they are budgeted and appropriated and deposited into the Debt Service Fund. The City is required to deposit or credit Non-Ad Valorem Revenues into the Debt Service Fund at least five (5) business days next preceding the applicable due date.

Limited Obligation

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE RESOLUTION.

Covenant to Budget and Appropriate Non-Ad Valorem Revenues

Pursuant to the Resolution, the City covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Series 2025 Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues and to deposit such amounts into the appropriate accounts of the Debt Service Fund for the payment of principal of and interest on the Series 2025 Bonds and to make certain other payments required under the Resolution in each such Fiscal Year, including but not limited to the required deposits to the Rebate Fund pursuant to the Resolution. Such covenant and agreement on the part of the City is cumulative and shall continue until all payments of principal of and interest on the Series 2025 Bonds and other required payments shall have been budgeted, appropriated, deposited and actually paid. The City agrees that such covenant and agreement shall be deemed to be entered into for the benefit of the Holders of the Series 2025 Bonds and that such obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Resolution. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited to the Debt Service Fund as provided in the Resolution. Notwithstanding the foregoing or any portion of the Resolution to the contrary, the City does not covenant to maintain or continue any activities, services or programs now maintained or provided by the City, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues. Such covenant and agreement to budget and appropriate Non-Ad Valorem Revenues shall not be construed as a limitation on the ability of the City to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing in the Resolution shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City or require the City to maintain any activities, services or programs now maintained or provided by the City, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues.

However, the covenant and agreement of the City to budget and appropriate in its annual budget for the purposes and in the manner stated in the Resolution has the effect of making available for the payment of the Series 2025 Bonds the Non-Ad Valorem Revenues of the City in the manner provided in the Resolution and placing on the City a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations under the Resolution; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each Fiscal Year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources. The obligation of the City to make such payments from its Non-Ad Valorem Revenues also is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments), and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the City; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund, nor does it preclude the City from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Series 2025 Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. The payment of the debt service of all of the Series 2025 Bonds shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The City, pursuant to the Resolution, irrevocably pledges such Pledged Funds to the payment of the principal of and interest on the Series 2025 Bonds, and the City pursuant to the Resolution irrevocably agrees to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times and in the amounts required under the Resolution in order to secure the Series 2025 Bonds under the Resolution, and to make the payments of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City.

Until applied in accordance with the Resolution, the Non-Ad Valorem Revenues deposited by the City in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to the Resolution, plus any earnings thereon, shall be pledged to the repayment of the Series 2025 Bonds.

Project Fund

Pursuant to the Resolution, the City covenants and agrees to establish a separate fund to be known as the "City of Zephyrhills Capital Improvement Revenue Bonds, Series 2025 Project Fund," which shall be used only for payment of Costs of the Project. Moneys in the Project Fund, until applied in payment of any item of Cost of the Project in accordance with the provisions of the Resolution, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Holders of the Series 2025 Bonds and for the further security of such Series 2025 Bondholders.

Debt Service Fund

Pursuant to the Resolution, the City covenants and agrees to establish a separate fund to be known as the "City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Debt Service Fund" (the "Debt Service Fund"). The City shall maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account, and the "Bond Amortization Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions of the Resolution, shall be subject to a lien and charge in favor of the Series 2025 Bondholders and for the further security of the Series 2025 Bondholders.

Rebate Fund

Pursuant to the Resolution, the City covenants and agrees to establish a special fund to be known as the "City of Zephyrhills, Florida Capital Improvement Revenue Bonds, Series 2025 Rebate Fund," which shall be held in trust by the City and used solely to make required rebates to the United States (except to the extent the same may be used to pay debt service on the Series 2025 Bonds) and the Series 2025 Bondholders shall have no right to have the same applied for debt service on the Series 2025 Bonds. The City agrees to undertake all actions required of it in its arbitrage certificate relating to the Series 2025 Bonds, including, but not limited to:

1. making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

2. depositing the amount determined in clause (1) above into the Rebate Fund;

3. paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the City such amounts as shall be required by the Code to be rebated to the United States Treasury; and

4. keeping such records of the determinations made pursuant to the Resolution as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Series 2025 Bonds.

The provisions of the above described arbitrage certificates may be amended without the consent of any Holder from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

Flow of Funds

Pursuant to the Resolution, Non-Ad Valorem Revenues shall be deposited or credited at least five (5) business days prior to the applicable Interest Date, in the following manner to accounts within the Debt Service Fund:

1. Interest Account. The City shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on all outstanding Series 2025 Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Series 2025 Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

2. Principal Account. The City shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Outstanding Series 2025 Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Series 2025 Bonds as and when the same shall mature, and for no other purpose.

3. Bond Amortization Account. The City shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the portion of the Amortization Installments of all Bonds Outstanding next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner provided in the Resolution, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Series 2025 Bonds, the City shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Series 2025 Bonds to be paid.

Separate Accounts

The moneys required to be accounted for in each of the funds and accounts established in the Resolution may be deposited in a single account, and funds allocated to the various funds and accounts established in the Resolution may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as provided in the Resolution.

The designation and establishment of the various funds and accounts in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as provided in the Resolution.

Investments

The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State and in accordance with the City's investment policy. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. All income received by the City from the investment of moneys in each account of the Project Fund, the Interest Account, the Principal Account, and the Bond Amortization Account shall be retained in such respective Fund or Account unless otherwise required by applicable law. Amounts, if any, on deposit in the Rebate Fund shall be invested in accordance with the applicable provisions of the Code. Nothing contained in the Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under the Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Anti-Dilution Test

Pursuant to the Resolution, the City covenants and agrees that during such time as the Series 2025 Bonds are Outstanding under the Resolution the City will not incur any Debt unless it demonstrates that Non-Ad Valorem Revenues shall cover Maximum Annual Debt Service on the Series 2025 Bonds, all outstanding Debt and such proposed Debt by at least 1.50x. Such calculation shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the City's annual audited financial statements for such Fiscal Years.

"Debt," as defined in the Resolution, means as at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (1) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (2) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (3) all obligations of the City as lessee under financing leases; and (4) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the City;

provided, however, if with respect to any obligation contemplated in (1), (2), or (3) above, to which the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues, and with respect to any obligation contemplated in (4) above, such obligation shall not be considered "Debt" for purposes of the Resolution unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. If an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for two (2) consecutive Fiscal Years.

For the purposes of the anti-dilution test contained in the Resolution and described above, Maximum Annual Debt Service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures or is obligated to be repaid during any one Fiscal Year. The foregoing notwithstanding, for purposes of calculating annual debt service, any Debt which bears interest at a variable rate with respect to which the City has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated as bearing interest at a fixed rate equal to the fixed rate payable by the City under the interest rate swap, or the capped rate provided by the interest rate cap.

The Resolution provides that with respect to debt service on any Debt with respect to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date, the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the City reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

Books and Records

Pursuant to the Resolution, the City has agreed to keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and any Holders of Series 2025 Bonds shall have the right at all reasonable times to inspect such books, records, accounts and data of the City relating thereto. The City shall cause an audit of such books, records and accounts to be made by an independent firm of certified public accountants each Fiscal Year.

Annual Audit

Pursuant to the Resolution, the City has agreed to cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the City of any covenant or agreement in the Resolution which is disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The annual audit will be available on the City's official website.

No Impairment

Pursuant to the Resolution, the City has agreed that the pledging of the Pledged Funds in the manner provided therein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council of the City.

No Reserve Fund

The City has not established a debt service reserve fund or account to secure the Series 2025 Bonds.

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GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES

General

In its governmental funds, the City generally receives two primary sources of revenue: ad valorem taxes and non-ad valorem revenues. Ad valorem taxes may not be pledged for the payment of debt obligations of the City maturing more than twelve months from the date of issuance thereof without approval of the electorate of the City. **The ad valorem tax revenues of the City are not pledged as security for the payment of the Series 2025 Bonds and the City is not obligated to budget and appropriate ad valorem tax revenues for the payment of the Series 2025 Bonds.**

The Series 2025 Bonds are payable from Pledged Funds which includes Non-Ad Valorem Revenues budgeted, appropriated and deposited by the City to the Debt Service Fund for such purpose as provided in the Resolution and described herein and are not payable from ad valorem taxation. However, the ability of the City to covenant to budget and appropriate sufficient Non-Ad Valorem Revenues is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of Florida law which require the City to have a balanced budget. Ad-valorem tax revenues may be applied to pay for such governmental services and to help balance the City's budget.

Non-ad valorem revenues of the City may be pledged or applied, subject to certain limitations disclosed herein, for the payment of debt obligations of the City. Such non-ad valorem revenues include a broad category of revenues, including, but not limited to, revenues received from the federal and state governments, investment income and income produced from certain services and facilities of the City, as described below. Not all non-ad valorem revenues of the City constitute Non-Ad Valorem Revenues pursuant to the Resolution. For purposes of the Resolution and the City's obligations with respect to the Series 2025 Bonds, under the City's current financial classification system, Non-Ad Valorem Revenues generally include all revenues of the City other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required under the Resolution. The non-ad valorem revenue sources described herein, from which the Non-Ad Valorem Revenues are derived, are included within the City's Governmental Funds, Utility Fund and Sanitation Fund, as set forth in the General Purpose Financial Statements for the Year Ended September 30, 2024. Amounts in particular categories of Non-Ad Valorem Revenues may increase or decrease in the future due to factors within or outside of the control of the City. Certain categories may cease to exist altogether and new sources may come about from time to time.

Specific sources of Non-Ad Valorem Revenues have been, and may subsequently be, pledged to secure debt issued by the City. Any such debt is or will be payable from such specific Non-Ad Valorem Revenues prior to payment of debt service on the Series 2025 Bonds. Currently, the City has two outstanding obligations that are secured by a pledge of or lien on a specific source of Non-Ad Valorem Revenues. One is outstanding in the amount of $4,300,027 as of September 30, 2025, and is secured by a lien on and pledge of the herein described Infrastructure Sales Surtax revenues with a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City similar to the security provided for the Series 2025 Bonds. The second debt obligation was outstanding, as of September 30, 2025, in the aggregate principal amount of $8,581,749, and is secured by a lien on and pledge of revenues of the City's water and wastewater utility system (the "Utility System") and is also payable by a back-up covenant to budget and appropriate non-ad valorem revenues similar to the security provided for the Series 2025 Bonds. The City also has a year-to-year Equipment Finance Lease that is subject to annual appropriation and is payable from any legally available revenue source of the City, including non-ad valorem revenues. See the subheading "Other Debt of City Secured by or Payable from Non-Ad Valorem Revenues" below for a description of such obligations.

The revenues accounted for in the City's governmental funds can be categorized into eight major categories: taxes; intergovernmental revenues; licenses, permits and fees; charges for services; fines and forfeitures; investment earnings; contributions and donations; and other revenues. Because some of the Project includes capital improvements to the City's Utility System and solid waste system (the "Sanitation System"), portions of the revenues derived from such systems are legally available to pay debt service on the Series 2025 Bonds and would constitute Non-Ad Valorem Revenues that may be budgeted and appropriated to pay an allocable portion of the debt service on the Series 2025 Bonds. Using that organization, the following describes major sources of the City's Non-Ad Valorem Revenues.

Taxes

One Percent Infrastructure Sales Surtax

Pursuant to Chapter 212, Florida Statutes, as amended, the State levies and collects a six percent (6%) sales and use tax (the "State Sales Tax") on, among other things, the sales price of each item or article of tangible personal property sold at retail in the State. The largest single source of tax receipts in the State is sales and use tax.

In addition to the 6% State Sales Tax, Section 212.055(2), Florida Statutes, authorizes counties to levy a local option discretionary sales surtax of 0.5 percent (0.5%) or 1 percent (1%) on all transactions within a county which are subject to the State Sales Tax (the "Infrastructure Sales Surtax"). The Infrastructure Sales Surtax is levied pursuant to ordinance enacted by a majority of the members of the board of county commissioners of such county and approved by referendum of the electors of such county. The Discretionary Sales Surtax does not apply to the portion of any sales amount which exceeds $5,000 on any item of tangible personal property.

Generally, the proceeds of the Infrastructure Sales Surtax may only be expended to finance, plan and construct "infrastructure," which is defined as including fixed capital expenditures or fixed capital costs associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of five or more years and any land acquisition, land improvement, design and engineering costs related thereto. Pursuant to Section 212.055(2)(e), Florida Statutes, as amended, counties receiving discretionary sales surtax proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law.

On March 9, 2004, voters in the County approved a one percent (1%) Infrastructure Sales Surtax. In 2012, voters approved a continuation of the Infrastructure Sales Surtax and in 2022, it was renewed for the period commencing January 1, 2025 and ending December 31, 2039. The Infrastructure Sales Surtax is collected by FDOR and the net proceeds are distributed to the City on a monthly basis pursuant to an interlocal agreement dated August 9, 2022, entered into between the County, the Pasco County School Board, the City of Dade City, the City of New Port Richey, the City of Port Richey, the City of San Antonio, the Town of St. Leo, and the City. Proceeds are distributed between the County (45%), the Pasco County School Board (45%), and the municipalities within the County (10%). The municipalities within the County receive the following allocations, aggregating 10%:

- The City of Zephyrhills – 3.59%
- The City of New Port Richey – 3.49%
- The City of Dade City – 1.52%
- The City of Port Richey – 0.64%
- The City of San Antonio – 0.27%
- The Town of St. Leo – 0.49%

The total amount of Infrastructure Sales Surtax revenues collected within the County and distributed to the City is subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislative changes which may include or exclude from taxation sales of particular goods or services, and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions. The potential for increased use of electronic commerce and other internet-related sales activity could have a material adverse impact upon the amount of Sales Surtax Revenues collected by the County and distributed to the City.

The Infrastructure Sales Surtax revenues received by the City are deposited into the City's Special Revenue Fund and may be used for any capital project approved by the City Council.

The infrastructure sales surtax, unless renewed, expires prior to the final maturity of the Series 2025 Bonds. There can be no assurance that the infrastructure sales surtax will be renewed.

Utility Services Taxes Revenues

The "utilities tax" (also, commonly referred to as the "Public Services Tax") is imposed by the City pursuant to the Constitution of the State and Section 166.231, Florida Statutes, and other applicable provisions of law. Florida law authorizes any municipality in the State to levy a utilities tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Services competitive with those enumerated in the previous sentence, as defined by ordinance, shall be taxed on a comparable base at the same rates. However, fuel oil shall be taxed at a rate not to exceed 4 cents per gallon. The utilities tax shall not be applied against any fuel adjustment charge. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

Florida law provides that a municipality may exempt from the utilities tax the first 500 kilowatts of electricity per month purchased for residential use, metered or bottled gas or fuel oil for agricultural purposes, purchases of electricity, natural gas, liquefied petroleum gas or manufactured gas by industrial customers for use in industrial manufacturing or processing facilities in the municipality and electrical energy used in a facility located in a designated enterprise zone. The City has exempted United States of America, the State, and political subdivisions and agencies thereof, including school boards and all other tax-supported bodies from the payment of the Public Service Tax. Additionally, all recognized churches are exempted from payment of the Public Service Tax where the commodity or service is furnished on church property used exclusively for church purposes. Additional statutory exemptions are accorded to purchases for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines.

The utilities tax must be collected by the seller from purchasers at the time of sale and remitted to the City on a monthly basis. Taxes on most utility services are separately itemized on the bill rendered to customers, but separate disclosure is not required. A failure by a consumer to pay that portion of the bill attributable to the utilities tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The City, in accordance with Section 166.231, Florida Statutes, has imposed a utilities tax of ten percent (10%) on the purchase of electricity, metered natural gas liquefied petroleum gas either natural or bottled, manufactured gas either metered or bottled and on fuel oil at a rate of $0.04 per gallon.

The amount of Utility Service Tax collected by the City may fluctuate as the price of fuel, gas, electricity and the other services subject to the Utility Service Tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of Utility Service Tax collected.

The Utility Service Tax revenues received by the City are deposited into the City's General Fund and may be used for any lawful public purpose.

Communications Services Tax Revenues

The Communications Services Tax Simplification Act, enacted by Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida Statutes (the "CSTA") established, effective October 1, 2001, a local communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes, and as of the same date repealed Section 166.231(9), Florida Statutes, which previously granted municipalities the authority to levy a utility services tax on the purchase of telecommunications services. Pursuant to Resolution No. 499-01 adopted by the City Council on June 25, 2001, the City has imposed the local communication services tax at a rate of 5.520%, (which rate includes the 0.12% authorized by Section 337.401, Florida Statutes), beginning on October 1, 2002, and thereafter, unless changed by action of the City Council.

The proceeds of the local communications services tax, less Florida Department of Revenue's ("FDOR") cost of administration which may not exceed 1% of the total tax generated, are deposited in the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and distributed monthly to the appropriate jurisdiction. The local communications services tax revenues received by the City are deposited into the City's General Fund and may be used for any public purpose. The revenues that are received by the City from such communications services tax which derive from the CST Trust Fund created with the FDOR pursuant to Section 202.193, Florida Statutes, may be pledged for the repayment of current or future bonded indebtedness.

One effect of the CSTA was to replace the former utilities tax on telecommunications, including pre-paid calling arrangements, as well as any revenues from franchise fees on cable and telecommunications service providers and permit fees relating to placing or maintaining facilities in rights-of-way collected from providers of certain telecommunications services, with the local communications services tax. This change in law was intended to be revenue neutral to the counties and municipalities. The communications services tax applies to a broader base of communications services than the former utilities tax on telecommunications.

The local communications services tax applies to the purchase of "communications services" which originated or terminated within the City, with certain exemptions described below. "Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

(a) Information services.
(b) Installation or maintenance of wiring or equipment on a customer's premises.
(c) The sale or rental of tangible personal property.
(d) The sale of advertising, including, but not limited to, directory advertising.
(e) Bad check charges.
(f) Late payment charges.
(g) Billing and collection services.
(h) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line services.

While such services have historically been taxed, if the charges for such services are not stated separately from the charges for communications services, on a customer's bill, providers now have the ability to exclude such services from the tax if they can be reasonably identified from the selling dealer's books and records kept in the regular course of business. The dealer may support the allocation of charges with books and records kept in the regular course of business covering the dealer's entire service area, including territories outside of Florida.

The sale of communications services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged or educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others) or religious institutions (which include, but are not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), are exempt from the local communications services tax.

The CSTA provides that, to the extent that a provider of communications services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the local communications services tax, such provider is entitled to a credit against the amount of such local communications services tax payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under

Section 202.18(3), Florida Statutes. However, the City does not impose any such fees or charges on communications services providers.

Under the CSTA, local governments must work with the FDOR to properly identify service addresses to each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

Providers of communications services collect the local communications services tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a data base that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the CST Trust Fund. The FDOR then makes monthly contributions from the CST Trust Fund to the appropriate local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The amount of local communications services tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences.

The amount of the local communications services tax revenues collected within the City may be adversely affected by de-annexation. Such de-annexation would decrease the number of addresses contained within the City. At this time, there are no de-annexations anticipated within the City.

The local communications services tax revenues may be used for any lawful public purpose.

Business Tax Revenues

The "Business Tax" (formerly called the "Occupational License Tax") includes the business taxes levied and collected by the City pursuant to Chapter 205, Florida Statutes, and Ordinances enacted by the City Council. Section 205.042, Florida Statutes, authorizes the City to levy "a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction." The Business Tax may be levied on:

1. Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.

2. Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.

3. Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the Business Tax is not prohibited by the United States Constitution.

All business tax receipts are issued for payment by the City beginning August 1 of each year and such taxes are due and payable on or before September 30 of each year. Each business tax receipt expires on September 30 of the succeeding year. Business tax receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25 percent of the business tax for the delinquent establishment.

Any person who engages in or manages any business, occupation, or profession without first paying the required business tax, is subject to a penalty of 25 percent of the tax due, in addition to any other penalty provided by law or ordinance. Any person who engages in any business, occupation, or profession covered by Article III of the Code of Ordinance of the City, who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required business tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to $250.

Chapter 205, Florida Statutes, provides that the City may only increase by ordinance the rates of business taxes every other year by up to 5 percent. The increase, however, may be enacted only by a majority plus one vote of City Council. The City has not increased its business tax rates since adoption.

In past sessions of the Florida Legislature, legislation has been introduced that, had it been enacted, could have reduced the amount of business taxes to be collected by the City. Such proposed legislation was not passed. No assurance can be given that similar legislation will not be re-introduced in the future.

The Business Tax revenues may be used for any lawful public purpose.

Intergovernmental Revenues

All revenues received by a local government from federal, state, and other local government sources in the form of grants, shared revenues, payments in lieu of taxes and payments in lieu of franchise fees would be included in the intergovernmental revenues category. If a particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately.

Half-Cent Sales Tax Revenues

Section 212.05, Florida Statutes (the "Sales Tax Act") authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund (hereinafter defined) began receiving a portion of certain taxes imposed by the State on communications services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744%, reduced by 0.1%, of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant the following distribution formula:

County Share (percentage of total Half-Cent Sales Tax receipts)

$$= \frac{\text{unincorporated area population} + \text{2/3 incorporated area population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

Municipality Share (percentage of total Half-Cent Sales Tax receipts)

$$= \frac{\text{municipality population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula.

Receipts of the Half-Cent Sales Tax is distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act and is deposited by the City into the City's General Fund. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

Below are the estimated distribution percentages of the Half-Cent Sales Tax Revenues for the County, the City and the other municipalities within the County for the year ended September 30, 2025:

Local Government
Half-Cent Sales Tax Revenues

County/Municipality	Distribution
Pasco County	91.93%
Dade City	1.30
New Port Richey	2.67
Port Richey	0.51
St. Leo	0.38
San Antonio	0.21
Zephyrhills	3.00

Source: Office of Economic and Demographic Research.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). Those requirements include, but are not limited to, the following:

1. reported its finances for its most recently completed fiscal year to the Florida Department of Banking and Finance ("FDBF") as required by Florida law;

2. made provisions for annual post audits of financial accounts in accordance with provisions of law;

3. levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in the case of a municipality), collected an occupational license tax, utility tax, or ad valorem tax, or any combination of those four sources;

4. certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation;

5. certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation;

6. certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and

7. certified to FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law.

The requirements described in (1) through (7) are referred to herein as the "Eligibility Requirements." If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. The City has continuously maintained eligibility to receive the Half-Cent Sales Tax distributions.

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax revenues from the Half Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, and it is not unusual for the distribution formulas in Sections 212.20(6)(d) or 218.62, Florida Statutes, to be revised from time to time.

The amount of Half-Cent Sales Tax distributions to the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

The Half Cent Sales Tax revenues received by the City are deposited in the General Fund and may be used for any lawful public purpose.

Motor Fuel Tax

The City receives revenues from the County relating to various fuel taxes imposed within the County. However, such fuel tax revenues may only be used by the City for certain transportation-related expenditures and may only be used to pay that portion of the debt service which is allocable to transportation-related projects. None of the debt service on the Series 2025 Bonds will be allocated to transportation-related expenditures. Accordingly, none of the fuel tax revenues may be used to pay debt service on the Series 2025 Bonds.

State Revenue Sharing

A portion of certain taxes levied and collected by the State is shared with local governments under provisions of Section 218.215, Florida Statutes. The amount deposited by the FDOR into the State Revenue Sharing Trust Fund for Municipalities is 1.3653% of available sales and use tax collections after certain required distributions, and the net collections from the one-cent municipal fuel tax.

The amount of revenues from the State Revenue Sharing Trust Fund for Municipalities distributed to any one municipality is the average of three factors: an adjusted population factor; a sales tax collection factor, which is the proportion of the local municipality's ordinary sales tax distribution the municipality would receive if the distribution were strictly population-based; and a relative revenue-raising ability factor, which measures the municipality's ability to raise revenue relative to other qualifying municipalities in the State.

To be eligible for State Revenue Sharing funds beyond the minimum entitlement (defined as the amount necessary to meet obligations to which the City has pledged amounts received from the State Revenue Sharing Trust Fund for Municipalities), a local government must have satisfied the Eligibility Requirements. If the City fails to comply with the Eligibility Requirements, the FDOR may utilize the best information available to it, if such information is available, or take any necessary action including disqualification, either partial or entire, and the City shall further waive any right to challenge the determination of the FDOR as to its distribution, if any. Eligibility is retained if the local government has met eligibility requirements for the previous three years, even if the local government reduces its millage or utilities taxes because of the receipt of State Revenue Sharing funds. The City has always maintained eligibility to receive State Revenue Sharing funds.

Municipal Fuel Tax. The proceeds of the municipal fuel tax imposed pursuant to Section 206.41(1)(c), Florida Statutes, after deducting certain service charges and administrative costs is transferred into the Revenue Sharing Trust Fund for Municipalities. Funds derived from the municipal fuel tax on motor fuel may only be used to pay debt service allocable to transportation facilities. ***Because the Project is not eligible to be paid with this portion of this revenue source, it is not legally available to pay debt service on the Series 2025 Bonds but may be legally available for future financings***.

The sales and use tax provides the majority of the receipts for the guaranteed entitlement from the Revenue Sharing Trust Fund for Municipalities. For the State's 2025 fiscal year, approximately 82.1% of the deposits of the Revenue Sharing Trust Fund for Municipalities were from sales and use tax and approximately 17.9% were from the municipal fuel tax. That portion of the revenue sharing derived from sales and use taxes that is distributed to the City may be used for any lawful public purpose.

Licenses, Permits and Fees

Franchise Fee Revenues. Pursuant to Ordinance No. 647 enacted by the City Council on September 23, 1996, the City has a non-exclusive franchise agreement granting Duke Energy ("Duke Energy"), successor to the Florida Power Corporation, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under rights-of-way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its electric utility system for the supply of electricity and other services within the incorporated areas of the City. In consideration for this privilege, Duke Energy has agreed to pay a percentage of its base revenues from the sale of electrical energy to residential, commercial, and industrial customers within the incorporated areas of the City. The agreement is for a thirty (30) year period which commenced on September 23, 1996.

Pursuant to Ordinance No. 690 enacted by the City Council on April 23, 1998, the City has a non-exclusive franchise agreement granting Withlacoochee River Electric Cooperative, Inc. ("Withlacoochee River Electric"), the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under rights-of-way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its electric utility system for the supply of electricity and other services within the incorporated areas of the City. In consideration for this privilege, Withlacoochee River Electric has agreed to pay a percentage of its base revenues from the sale of electrical energy to residential, commercial, and industrial customers within the incorporated areas of the City. The agreement is for a thirty (30) year period which commenced on April 23, 1998.

Pursuant to Ordinance No. 695, enacted by the City Council on June 22, 1998, the City has a non-exclusive franchise agreement granting Peoples Gas System, Inc. ("PGS") a non-exclusive franchise to erect, install, extended, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances in, on, and under the streets, alleys, avenues, easements, and other public ways and places in the City for the purpose of transporting, distributing, and selling natural gas, manufactured gas, propane/air mixed gas and/or commingled gas for the public and private use of the inhabitants of the City. In consideration for this privilege, PGS pays to the City a percentage of its gross revenues derived from the sale of natural gas to customers located within the corporate limits of the City, less any adjustments for uncollectible accounts. The agreement is for a thirty (30) year period commencing on June 22, 1998.

Each of the Duke Energy, Withlacoochee River Electric and PGS franchise agreements expire prior to the final maturity date of the Bonds. If it is in the best interest of the City, the City intends to negotiate new franchise agreements or extend the existing agreements prior to the expiration of the existing agreements.

Franchise fees received by the City are deposited to the credit of the General Fund and may be used for any lawful public purpose.

Mobile Home Licenses. Section 320.08, Florida Statues, imposes an annual license tax in lieu of ad valorem taxes upon mobile homes which are not permanently affixed to real property. The annual license taxes are remitted by the Tax Collector to the State. Pursuant to Section 320.081 Florida Statutes, after deduction of a service charge for each license issued, the State remits to the City one-half of the balance of such taxes derived from licenses issued to mobile homes located within the City. The State remits such funds to the City on a monthly basis. Such license revenues may be used for any lawful public purpose.

Alcoholic Beverage Licenses. Pursuant to Sections 561.14(6), 563.02, 564.02, 565.02(1), (4) and (5) and 565.03, Florida Statutes, the State levies license taxes on vendors, manufacturers and distributors of beer, wine and liquor. Section 561.342, Florida Statutes, requires that 38% of such taxes collected within the City be returned to the City. Distributions are made to the City on a monthly basis. Such license revenues may be used for any lawful public purpose.

Impact Fees. The City Council established a trust fund for police, fire, transportation and park impact fees that are restricted by ordinance for specific purposes (collectively, the

"Impact Fees"). The trust fund created for the Impact Fees is maintained separate and apart from each of the other trust funds and from all other funds of the City. The funds deposited into the Impact Fees trust fund are to be used solely for the purpose of providing growth necessitated improvements and additions to the specific public facility for which such Impact Fees were received.

Impact Fees are charged on new construction. The use of Impact Fees is limited under State law to (i) payment for expansion facilities or (ii) paying debt service on obligations issued to acquire or construct or refinance expansion facilities to the extent the debt service is attributable to expansion facilities. The use of Impact Fees is further limited to facility expansions related to the purpose of the Impact Fee itself. Under State law, investment earnings with respect to Impact Fees are subject to the same restrictions on use as the Impact Fees themselves. Revenues from Impact Fees fluctuate with the amount of new construction or development that occurs within the city. As a result, no assurance can be provided that such revenue will not decrease or be eliminated altogether in the event that new construction, for whatever reason, decreases or ceases within the City.

Portions of the Project for which the Series 2025 Bonds are being issued are to finance and refinance growth related improvements and additions for which Utility Capacity Fees and Park Impact Fees legally can be used to pay the cost of such projects. Accordingly, a portion of the debt service on the Series 2025 Bonds may be paid for from certain of the Impact Fees.

In 2021 the State adopted a law that prevents local governments from increasing impact fees more than once every four (4) years and limits the increases to fifty percent (50%). Increases between twenty-five percent (25%) and fifty percent (50%) are required to be spread over four (4) years. Smaller increases may be phased in over a two (2) year period. A local governmental entity is allowed to exceed such limits if the governmental entity (i) obtains a study that describes "the extraordinary circumstances requiring the additional increase," (ii) holds at least two (2) workshops relating to the increase and (iii) approves the increases by at least a two-thirds vote of its governing body. The limitation on impact fee increases became effective retroactively and applies to any impact fee increase made since January 1, 2021. The 2021 impact fee law is not expected to have any impact on the ability of the City to pay Debt Service on the Series 2025 Bonds.

Charges for Services

Revenues resulting from the City's charges for services are reflected in this category and include those charges received from private individuals or other governmental units. The following functional areas include such charges:

(i) Building Administrative;
(ii) Code Enforcement;
(iii) Library;

(iv) Payments in Lieu of Taxes;
(v) Administrative Fees;
(vi) Proprietary Fund Reimbursed; and
(vii) Other.

Charges from services generally may be used for any lawful purpose although some may be restricted for certain purposes.

Fines and Forfeitures

Fines and forfeitures reflect those penalties and fines imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeitures include revenues resulting from ordinance violation fines, filing fees and tax billed penalties. Fines and forfeitures generally may be used for any lawful purpose although some may be restricted for certain purposes.

Investment Earnings

This category includes interest earned on City investments. Interest earned on City investments that is deposited into the General Fund generally may be used for any lawful purpose although some may be restricted for certain purposes.

Other Revenues

This is a broad category that includes a wide variety of revenues, including but not limited to licensing and regulatory fees, contributions and donations, fees for services or publications, transfers from other governmental units, traffic and parking fines, interest earnings and other miscellaneous revenues.

Enterprise Funds

Approximately $6,500,000 or 21% of the Project is comprised of capital improvements to the City's Utility System and approximately $3,500,000 or 11% is comprised of capital improvements to the City's Sanitation System. Accordingly, the City may legally use, and currently intends to use, a portion of the revenues derived from the operation of such Systems accounted for in the related enterprise funds for payment of the debt service allocable to those portions of the Project.

<u>Utility Fund</u>. The Utility Fund is used to account for the provision of potable water to customers and the collection and processing of wastewater in the City. The service territory for the City's Utility System is a predefined, 9.8 square mile and 11 square mile area encompassing all of the incorporated City limits and certain surrounding areas, respectively. The City's Utility System serves approximately 13,500 customers as of September 30, 2025.

The following table, which has been prepared by the City, sets forth historical net operating revenues of the Utility System of the City from which the City may budget and appropriate amounts to pay a portion of debt service on the Series 2025 Bonds.]

	Fiscal Years Ended September 30,				
	2020	**2021**	**2022**	**2023**	**2024**
Utility System Net Operating Revenues[(1)]	$887,720	$1,670,970	$2,987,907	$3,315,601	$2,151,162

(1) Does not include depreciation expense.

Source: City of Zephyrhills, Florida Finance Department.

Sanitation Fund. The Sanitation Fund is used to account for the provision of solid waste collection and disposal services for customers. The service territory for the City's Sanitation System is a predefined, 9.88 square mile area. The City's Sanitation System serves approximately 8,800 residential and 1,050 commercial customers as of September 30, 2025.

The following table, which has been prepared by the City, lists net operating revenues of the Sanitation System of the City, from which the City may budget and appropriate amounts to pay a portion of debt service on the Series 2025 Bonds.

	Fiscal Years Ended September 30,				
	2020	**2021**	**2022**	**2023**	**2024**
Sanitation System Net Operating Revenues[(1)]	$(292,524)	$2,853	$97,428	$391,959	$477,089

(1) Does not include depreciation expense.

Source: City of Zephyrhills, Florida Finance Department.

Historical Non-Ad Valorem Revenues

The following table sets forth, for the City's Fiscal Years ending September 30, 2020 through and including September 30, 2024, Non-Ad Valorem Revenues accounted for in the City's governmental funds and the City's Utility Fund and Sanitation fund which may be legally available to pay debt service on the Series 2025 Bonds, subject to the conditions and restrictions described above. Certain of such revenues may heretofore or hereinafter be specifically pledged to secure other indebtedness of the City. Any such debt would be payable from such specific revenue sources prior to payment of debt service on the Series 2025 Bonds or any other indebtedness that is similarly payable from a covenant of the City to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service. Additionally, as noted previously and described under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS – Covenant to Budget and Appropriate Non-Ad Valorem Revenues," the City's covenant and agreement to appropriate Non-Ad Valorem Revenues to pay the Series 2025 Bonds are also subject to other conditions, including the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are mandated by applicable law, and the obligation of the City to have a balanced budget. The following table is not intended to represent revenues of the City which are available to pay debt service on Series 2025 Bonds. However, it is an indication of the relative amounts of Non-Ad Valorem Revenues of the City which may be available for the payment of debt service on the Series 2025 Bonds and other Non-Ad Valorem Revenue obligations to the City. Certain categories may cease to exist altogether and new sources may come about from time to time.

Continued consistent receipt of Non-Ad Valorem Revenues is dependent upon a variety of factors, including formulas specified under Florida law for the distribution of certain of such funds which take into consideration the ratio of residents in the City to total County residents. Greater growth in the unincorporated areas of the County as compared to the City could have an adverse effect on certain Non-Ad Valorem Revenues. The amounts and availability of any of the Non-Ad Valorem Revenues to the City are also subject to change, including reduction or elimination, by change of State law or changes in the facts or circumstances according to which certain of the Non-Ad Valorem Revenues are allocated. In addition, the amount of certain of the Non-Ad Valorem Revenues collected by the City is directly related to the general economy of the City, the County and the State. Accordingly, adverse economic conditions could have a material adverse effect on the amount of Non-Ad Valorem Revenues collected by the City. The City may in the future specifically pledge certain of the Non-Ad Valorem Revenues or covenant to budget and appropriate Non-Ad Valorem Revenues of the City to its obligations. In the case of a specific pledge, such Non-Ad Valorem Revenues would be required to be applied to such obligations prior to paying the principal of and interest on the Series 2025 Bonds.

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CITY OF ZEPHYRHILLS, FLORIDA
GOVERNMENTAL FUNDS AND OTHER AVAILABLE NON-AD VALOREM REVENUES LAST FIVE FISCAL YEARS

	2020	2021	2022	2023	2024
Taxes					
Infrastructure Sales Tax[1]	$ 2,662,404	$ 2,855,463	$ 3,348,813	$ 3,519,013	$ 3,649,934
Utility Tax Electric	2,081,576	2,001,486	2,173,863	2,449,311	2,382,872
Utility Tax Propane	29,408	29,601	23,251	25,926	18,698
Communications Service Tax	546,294	630,568	706,216	867,746	965,964
Business Tax	103,816	100,588	91,838	96,350	118,852
Total	**$ 5,423,498**	**$ 5,617,706**	**$ 6,343,981**	**$ 6,958,346**	**$ 7,136,320**
Licenses, Permits and Fees					
Franchise Fees Electric	$ 1,630,722	$ 1,546,234	$ 1,776,532	$ 1,874,449	$ 1,886,140
Franchise Fees Gas	3,028	4,235	5,992	5,437	5,609
Building Permits[2]	833,954	1,196,335	1,035,215	2,061,811	539,522
Other Licenses and Fees	173,280	176,530	184,110	205,015	183,354
Total	**$ 2,640,984**	**$ 2,923,334**	**$ 3,001,849**	**$ 4,146,712**	**$ 2,614,625**
Intergovernmental					
Local Govt Half Cent Tax	$ 1,169,437	$ 1,332,415	$ 1,491,705	$ 1,535,072	$ 1,548,994
State Revenue Sharing[3]	415,870	509,039	680,243	714,010	711,455
Total	**$ 1,585,307**	**$ 1,841,454**	**$ 2,171,948**	**$ 2,249,082**	**$ 2,260,449**
Charges for Services	$ 1,866,894	$ 1,894,229	$ 1,942,615	$ 1,752,149	$ 1,660,094
Fines and Forfeitures	51,513	68,748	64,240	49,730	45,532
Investment Earnings	79,384	15,293	30,848	583,166	879,840
Contributions and Donations	16,384	12,722	18,792	6,577	22,418
Other	210,014	275,471	405,267	373,004	468,276
Utility System Net Operating Revenues[4][5]	887,720	1,670,970	2,987,907	3,315,601	2,151,162
Sanitation System Net Operating Revenues[6]	(292,524)	2,853	97,428	391,959	477,089
Total Sources of Non-Ad Valorem Revenues	**$12,469,174**	**$14,322,780**	**$17,064,875**	**$19,826,326**	**$17,715,805**

(1) The City has previously issued its Infrastructure Sales Surtax Revenue Bond, Series 2017 which is secured by Infrastructure Sales Surtax revenues and a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. See "NON-AD VALOREM REVENUES – Other Debt of the City Secured by or Payable Non-Ad Valorem Revenues" herein. The levy of the Infrastructure Sales Surtax expires prior to the final maturity of the Series 2025 Bonds. See "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES -- Taxes -- *One-Percent Infrastructure Sales Surtax"* herein.

(2) After completing several subdivisions in FY 2023, new construction starts declined in FY 2024.

(3) Such municipal fuel tax portion (which is approximately 17.9%) of the State Revenue Sharing may only be used to pay debt service allocable to transportation-related projects and therefore, are not available to pay debt service on the Series 2025 Bonds. See " GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES – Intergovernmental Revenues – *State Revenue Sharing*" herein.

(4) Approximately 21% of the Project is allocable to the Utility System. Accordingly, approximately 21% of the debt service on the Series 2025 Bonds may be legally available to be paid for from Utility System operating income. See "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES – Other Revenues – *Enterprise Funds*" herein.

(5) The City has previously incurred various SRF Loans (as defined herein) which are secured by net revenues of the Utility System. See "NON-AD VALOREM REVENUES – Other Debt of the City Secured by or Payable Non-Ad Valorem Revenues" herein. The SRF Loans are also secured by and a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. See "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES – Other Debt of the City Secured by or Payable Non-Ad Valorem Revenues" herein.

(6) Approximately 11% of the Project is allocable to the Sanitation System. Accordingly, approximately 11% of the debt service on the Series 2025 Bonds may be legally available to be paid for from Sanitation System operating income. See "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES – Other Revenues – *Enterprise Funds*" herein.

Source: City of Zephyrhills, Finance Department.

Other Debt of the City Secured by or Payable from Non-Ad Valorem Revenues

The City has incurred indebtedness which is secured by and/or may be payable from its Non-Ad Valorem Revenues which may require a portion of the Non-Ad Valorem Revenues to be used to pay such indebtedness.

The City previously issued its Infrastructure Sales Surtax Revenue Bond, Series 2017 (the "Series 2017 Bond") which is outstanding in the aggregate principal amount of $4,299,027 as of September 30, 2025, and which is secured by a lien on and pledge of the Infrastructure Sales Surtax revenues and is further secured by a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. The Infrastructure Sales Surtax revenues shall be used to pay debt service on the Series 2017 Bond prior to the payment of debt service on the Series 2025 Bonds. See "NON-AD VALOREM REVENUES – Taxes – *One Percent Infrastructure Sales Surtax*" herein.

The City has State Revolving Fund Loans ("SRF Loans") which are outstanding in the aggregate principal amount of $8,581,749 as of September 30, 2025, and which are secured by certain Utility System net revenues and stormwater system revenues and are further secured a backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. The City's Utility System revenues shall be used to pay debt service on the SRF Loans prior to the payment of debt service on the Series 2025 Bonds. The SRF Loans have historically been fully paid with Utility System and stormwater utility net revenues. None of the debt service on such SRF Loans is expected to be paid from other Non-Ad Valorem Revenues described herein.

The City also has an outstanding Equipment Finance Lease (the "BB&T Loan") for the long-term financing of equipment upgrades and related costs for the Utility and Sanitation Systems which is outstanding in the aggregate principal amount of $698,205 as of September 30, 2025. The BB&T Loan is a year-to-year lease that is subject to annual appropriation and is payable from any legally available revenue source of the City, including Non-Ad Valorem Revenues.

Ad Valorem Taxes

The Series 2025 Bonds are secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent provided in the Resolution, as described under "SECURITY FOR THE SERIES 2025 BONDS" herein, and are not payable from ad valorem taxation. However, the ability of the City to pay the Series 2025 Bonds is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of Florida law which require the City to have a balanced budget. Ad Valorem Tax Revenues may be applied to pay for such governmental services and to help balance the City's budget.

Although the Series 2025 Bonds are not payable from ad valorem taxation, approximately 29% of governmental fund revenues which were collected by the City in Fiscal Year 2025 were derived from ad valorem taxes. To the extent that the future collection of ad valorem tax revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide governmental services. This could impact the City's ability to pay debt service on the Series 2025 Bonds.

The City is permitted by the Florida Constitution to levy ad valorem taxes at a rate of up to $10 per $1,000 of assessed valuation for general governmental expenditures. The City's General Fund ad valorem tax millage rate for the Fiscal Year ending September 30, 2025 is $6.25 per $1,000 and is budgeted to be $6.25 per $1,000 for the Fiscal Year ending September 30, 2026. The City is also permitted by the Florida Constitution to levy ad valorem taxes above the $10 per $1,000 limitation to pay debt service on general obligation long-term debt if approved by a voter referendum. The City currently does not have any general obligation debt outstanding.

Budget Process

The City begins the budget process each February for the ensuing Fiscal Year (October 1 to September 30) with the distribution of budget request forms and instructions to departments and division heads. City division heads and elected officers submit their proposed expenditures beginning in April for compilation no later than July 1 of each year and each submission is matched against available revenues. A balanced, proposed budget is presented to the Board for review within 15 days of receipt of an assessed value certification from the Collier County Property Appraiser which is due by July 1. A tentative budget is thereupon adopted within 15 days.

Subsequent to public hearings, a final budget is adopted. The final budget for the Fiscal Year ending September 30, 2026 was adopted by the City Council on September 22**,** 2025. Final millage rates are adopted, usually by late September, and the Pasco County Tax Collector prepares tax bills for mailing on or after November 1. Upon valid adoption, all expenditures in the budget constitute appropriations, and amendments to the budget can be made only in accordance with the provisions of Chapter 129, Florida Statutes, as amended, and such chapter provides that expenditures in excess of total fund budgets are unlawful.

Historical Revenues and Expenditures of Governmental Funds

The following table shows information regarding total revenues and expenditures within the governmental funds for the City's Fiscal Years ended September 30, 2020 through and including September 30, 2024. The amounts shown for Fiscal Years 2020-2024 are derived from audited financial statements. The table is not intended to represent revenues of the City which would necessarily be available to pay debt service on the Series 2025 Bonds. The table is intended to provide general historical information regarding the

City's governmental funds, from which, together with the certain of the net revenues of the Utility System and the Sanitation System, the City is expected to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Series 2025 Bonds, subject to the conditions set forth in the Resolution and described herein. See "SECURITY FOR THE SERIES 2025 BONDS" herein.

The table includes both Non-Ad Valorem Revenues, ad valorem property taxes and non-ad valorem revenues that are restricted or otherwise not available to pay debt service on the Series 2025 Bonds that are accounted for in the governmental funds of the City. The table does not include the Utility Fund or the Sanitation Fund. As noted previously, the Series 2025 Bonds are only payable from Non-Ad Valorem Revenues budgeted and appropriated in accordance with the applicable provisions of the Resolution. While the Series 2025 Bonds are not secured by or payable from ad valorem property taxes, such taxes may be used to pay for expenditures allocable to the governmental funds. To the extent ad valorem taxes are negatively impacted, the City may be required to use more Non-Ad Valorem Revenues to pay for expenditures, including those for essential public purposes. Future legislative or constitutional changes adversely impacting ad valorem tax collections could require the City to use more Non-Ad Valorem Revenues for payment of expenditures.

The ability of the City to appropriate Non-Ad Valorem Revenues in sufficient amounts to pay the principal of and the interest on the Series 2025 Bonds is subject to a variety of factors, including the City's responsibility to provide for the payment of essential services relating to the health, welfare and safety of the inhabitants of the City or which are mandated by applicable law and the obligation of the City to have a balanced budget. No representation is being made by the City that any particular Non-Ad Valorem Revenue source will be available in future years, or if available, will be budgeted to pay debt service on the Series 2025 Bonds.

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CITY OF ZEPHYRHILLS, FLORIDA
GOVERNMENTAL FUNDS - HISTORICAL REVENUES AND EXPENDITURES
LAST FIVE FISCAL YEARS

	Fiscal Year Ended September 30				
REVENUES:	**2020**	**2021**	**2022**	**2023**	**2024**
Taxes	$ 7,693,887	$ 8,185,436	$ 9,097,382	$10,556,349	$12,170,618
Licenses, Permits at Fees	2,591,870	2,774,515	2,840,756	3,994,879	2,460,151
Intergovernmental Revenues	4,921,713	11,690,965	10,950,751	6,934,819	7,560,482
Charges for Services	1,871,282	1,894,847	1,942,949	1,752,910	1,731,807
Fines and Forfeitures	49,471	81,436	110,426	187,891	85,918
Other Revenue	480,123	333,480	886,398	2,172,986	2,760,213
Special Assessments	1,621,329	2,097,051	1,553,763	4,681,239	984,866
Total Revenues	**$19,229,675**	**$27,057,730**	**$27,382,425**	**$30,281,073**	**$27,754,055**
EXPENDITURES:					
Current					
General Government	3,936,842	5,461,333	4,961,065	5,236,540	5,613,638
Public Safety	8,016,285	7,140,591	6,960,537	7,552,329	8,034,160
Economic Environment	-	-	-	-	-
Physical Environment	-	-	-	-	-
Public Works	1,944,400	2,116,706	2,358,193	2,525,571	2,672,881
Library	304,995	330,143	363,223	347,648	425,023
Capital Outlay	6,812,791	3,923,850	3,719,875	5,424,604	11,500,516
Debt Service					
Principal Retirement	430,602	440,695	451,025	461,597	472,417
Interest and Fiscal Charges	159,970	149,732	139,282	128,556	117,639
Total Expenditures	**$21,605,885**	**$19,563,050**	**$18,953,200**	**$21,703,845**	**$28,836,274**
Excess (Deficiency) of Revenues Over (Under) Expended	(2,376,210)	7,494,680	8,429,225	8,577,228	(1,082,219)
Other financing sources (uses):					
Transfers In	-	-	-	-	-
Transfers Out	-	(18,740)	(97,140)	(18,740)	(83,705)
Total Other Financing Sources (uses)	**-**	**(18,740)**	**(97,140)**	**(18,740)**	**(83,705)**
Net Change in Fund Balances	(2,376,210)	7,475,940	8,332,085	8,558,488	(1,165,924)
Fund Balances – Beginning of Year	**$17,920,085**	**$15,543,875**	**$23,019,815**	**$31,351,900**	**$39,910,388**
Fund Balances – End of Year	**$15,543,875**	**$23,019,815**	**$31,351,900**	**$39,910,388**	**$38,744,464**

Source: City of Zephyrhills, Florida Finance Department.

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EMPLOYEE PENSION PLANS AND OTHER POST-BENEFIT BENEFIT PLANS

Florida Retirement System

The Florida Retirement System ("FRS") was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program ("DROP") under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy Program ("HIS"), a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially, all regular employees of the City are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The City's pension expense totaled $2,965,480 for both the FRS Pension Plan and HIS Plan for the year ended September 30, 2024.

The FRS Pension Plan

The Florida Retirement System Pension Plan

The Florida Retirement System Pension Plan ("FRS Plan") is a cost-sharing multiple-employer defined benefit pension plan with a DROP for eligible employees. The general classes of membership are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class* ("SMSC") – Members in senior management level positions.
- *Special Risk Class* – Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not

Benefits Provided: Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

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Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00
Special Risk Regular	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions: The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the City, effective July 1, 2023, were applied to employee salaries as follows: Regular—12.33%, Senior Management 41.89%, and DROP participants 19.13%. The City's contributions to the FRS Plan were $1,640,381 for year ended September 30, 2024.

Pension Costs: At September 30, 2024, the City reported a liability of $10,908,821 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportion of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2023, through June 30, 2024, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2024, the City's proportion was

0.028199359%, which was a decrease of 0.000934623% from its proportion measured as of June 30, 2023.

For the year ended September 30, 2024, the City recognized pension expense of $1,140,376. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$1,102,086	-
Changes in Actuarial Assumptions	1,495,156	
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	$ 725,058
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	312,727	1,109,216
City Contributions Subsequent to the Measurement Date	386,659	-
Total	**$3,296,628**	**$1,834,274**

The $3,296,628 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2025	$ (664,459)
2026	1,423,407
2027	135,750
2028	65,253
2029	115,744
Thereafter	-

Actuarial Assumptions: The total pension liability in the June 30, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

FRS Actuarial Assumptions	Amount
Inflation	2.40% per year
Salary Increases	3.50%, Average, Including Inflation
Investment Rate of Return	6.70%, Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the PUB-2010 table which varies by member category and sex, projected generationally with Projection Scale MP-2018. The actuarial assumptions used in the June 30, 2023, valuation were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation[1]	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	3.30%	3.30%	1.10%
Fixed Income	29.00	5.70	5.60	3.980
Global Equity	45.00	8.60	7.00	18.20
Real Estate (Property)	12.00	8.10	6.80	16.60
Private Equity	11.00	12.40	8.80	28.40
Strategic Investments	2.00	6.50	6.20	8.70
Totals	**100.00%**			
Assumed Inflation – Mean			2.40%	1.50%

[1] As outlined in the Pension Plan's investment policy.

Discount Rate: The discount rate used to measure the total pension liability was 6.70% for the FRS Plan. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return.

Pension Liability Sensitivity: The following presents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.70%	6.70%	7.70%
Council's Proportionate Share of the FRS Plan Net Pension Liability (Asset)	$19,188,264	$10,908,838	$3,973,063

Pension Plan Fiduciary Net Position: Detailed information about the FRS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Health Insurance Subsidy Program

The Health Insurance Subsidy Program ("HIS Plan") is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided: For the fiscal year ended June 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions: The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.67 percent of payroll pursuant to Section 112.363, Florida Statues. The City contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $183,397 for the year ended September 30, 2024.

Pension Costs: At September 30, 2024, the City reported a liability of $3,157,783 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The City's proportion of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2023, through June 30, 2024, relative to the total employer contributions received from all participating employers. At June 30, 2024, the City's proportion was 0.0210505%.

For the year ended September 30, 2024, the City recognized pension expense of $80,659 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 30,491	$6,063
Changes in Actuarial Assumptions	55,885	373,841
Net Difference Between Projected and Actual Earnings on HIS Program Investments		1,142
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	23,545	194,238
City Contributions Subsequent to the Measurement Date	43,253	
Total	**$153,174**	**$575,284**

The $153,174 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2025	$(110,443)
2026	(117,455)
2027	(122,131)
2028	(69,549)
2029	(35,724)
Thereafter	(10,061)

Actuarial Assumptions: The total pension liability in the June 30, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

HIS Actuarial Assumptions	Amount
Inflation	2.40 % per year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	3.65%

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2024 valuation were based on the results of an actuarial experience study of the FRS Pension Plan for the period July 1, 2013, through June 30, 2018.

Discount Rate: The discount rate used to measure the total pension liability was 3.93% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity: The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.93%	3.93%	4.93%
Council's Proportionate Share of the HIS Plan Net Pension Liability	$3,594,730	$3,157,783	$2,795,046

Pension Plan Fiduciary Net Position: Detailed information about the HIS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Deferred Compensation Plan

The City has created a deferred compensation plan which is available to all employees in accordance with Internal Revenue Code 457. The plan is administered by independent plan administrators through applicable service agreements. Various options are available for all City employees.

Certain provisions of the Small Business Job Protection Act of 1996 affect Internal Revenue Code Section 457 plans by eliminating the requirement that Section 457 plan assets remain assets of the sponsoring government. The Act now requires that amounts deferred under Section 457 be held in trust for the exclusive benefit of participating employees and not be accessible by the government or its creditors.

Other Post-Employment Benefits

Effective for the fiscal year ended September 30, 2018, the City implemented GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions, which supersedes previous accounting and financial reporting guidance for certain postemployment healthcare and life insurance benefits provided by the City.

The City provides, through annual City Council appropriation, health insurance for approximately thirty-four retired employees and their families. The postemployment benefits are accounted for in the general fund on a “pay-as- you-go” basis. The cost for the year ended September 30, 2024, was $1,083,191. In addition, the City provides health insurance coverage to terminated employees in accordance with the COBRA law. These benefits are provided at no cost to the City, since former employees reimburse the City.

Based on GASB Statement 75, which sets forth the guidelines for the treatment of Other Post-Employment Benefits (OPEB), the City has had an actuarial calculation completed to determine the future funding requirements of these benefits. The actuary's 2022 valuation (calculated as of September 30, 2022) involves estimates of the value of reported amounts and assumptions about the probability of events far into the future. These assumptions include future employment, mortality, future payroll and health care cost trends. The calculation used the entry age normal cost method including normal pension-related actuarial assumptions, health care inflation for Pre- Medicare cost of 7.0% and a Post-Medicare cost of 6.0%, plus a salary increase assumption of 3.5% and inflation rate assumption of 2.5%. The calculation amortizes the Unfunded Actuarial Accrued Liability ("UAAL") over 30 years.

The City contributes up to 50% of the active health insurance premium for retirees with at least 10 years of service, and who were participating in the City's group insurance plan at the time of retirement. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the health insurance program by retirees and their eligible dependents, at a cost to the retirees that is no greater than the cost at which coverage is available for active employees. The City currently has no plans to fund the UAAL.

OPEB Plan participants must reimburse the City for the City's average blended cost. Contributions requirements of the City are established and may be amended through action of the Council. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

At September 30, 2024, the following employees were covered by the benefit terms:

Retirees and Beneficiaries	
Currently Receiving Benefits	34
Active Employees	169
Total	**203**

Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total OPEB liability was September 30, 2024. The measurement period for OPEB cost was October 1, 2023 to September 30, 2024. The components of the City's net OPEB liability are as follows:

Total OPEB Liability	$11,215,677
OPEB Plan Fiduciary Net Position	-
City's Net OPEB Liability	$11,215,677
OPEB Plan Fiduciary Net Position as a Percentage of Total OPEB Liability	0%

The components of the changes in the total OPEB liability are as follows:

Total OPEB Liability	Fiscal Year 2024
Service Cost	$ 855,806
Interest	679,647
Difference between Expected and Actual Experience	(8,465,511)
Change of Assumptions and Other Inputs	2,500,483
Benefit Payments	(232,439)
Net Change in Total OPEB Liability	(4,662,014)
Total OPEB Liability, Beginning	15,877,691
Total OPEB Liability, Ending	**$11,215,677**

Schedule of Deferred Inflows/Outflows:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	-	$917,229,584)
Changes in Assumptions/Inputs	$10,497,832	(4,742,202)
Net Difference Between Projected and Actual Earnings on HIS Program Investments	-	-
Total	**$10,497,832**	**$(21,971,786)**

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Amounts reported as deferred outflows of resources and deferred inflows of resources:

Year Ended September 30,	Amount
2025	($ 858,414)
2026	(858,414)
2027	(858,414)
2028	(858,414)
2029	(858,414)
Thereafter	(7,181,884)

Actuarial Assumptions and OPEB liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2024 was based on an actuarial valuation dated September 30, 2024, using the following actuarial assumptions:

Inflation	2.5% per annum
Discount Rate	3.81% per annum
Salary Increases	3.5% per annum
Mortality Rates	PUB-2010, using Scale MP-2021
Healthcare Trend Rate	Trend starting at 7.0% with .31% decrease per year to final rate of 4.0%

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	$9,489,000	$11,216,000	$13,425,000

Discount Rate and OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2024 was 3.81%.

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current Trend Rate	1% Increase
	2.81%	3.81%	4.81%
Total OPEB Liability	$13,038,000	$11,216,000	$9,748,000

RISK FACTORS

1. There is no assurance that any rating assigned to the Series 2025 Bonds by the rating agencies will continue for any given period of time or that it will not be lowered or withdrawn entirely by such rating agency, if in its judgment, circumstances warrant. A downgrade change in or withdrawal of any rating may have an adverse effect on the market price of the Series 2025 Bonds.

2. In the event of a default in the payment of principal of and interest on the Series 2025 Bonds, the remedies of the owners of the Series 2025 Bonds are limited under the Resolution and may be further limited under Florida law.

3. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on communities including the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change, generally discussed below), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. While the City is not located on the coast of the State but more centrally in the State, the City has experienced damage from hurricanes in the past. On October 9, 2024, Hurricane Milton made landfall near Siesta Key and proceeded inland. The City suffered major flooding and wind damage. The City staff has estimated $1.4 million dollars in damages and $2.5 million in sewer pumping and debris removal. As of May 6, 2025, the City has accrued $3 million in actual expenditures. The City has received $2.3 million from its insurance company and is continuing to work to submit the appropriate documentation to the Federal Emergency Management Agency to maximize its reimbursement and expects to receive reimbursement for much of their expenditures. The City does not believe the impacts of Hurricane Milton will materially adversely affect its ability to pay debt service on the Series 2025 Bonds.

4. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. The City is unable to predict whether sea level rise or other impacts of climate change will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or

financial condition of the City. As noted previously, the City is not located on the coast of the State but more centrally in the State, and sea level rise is less of a concern to the City than communities in the State which are located closer to the coast.

5. Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services or to receive significant ransom payments. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the City's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruptions, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, expenditures to repair and restore service and/or for ransom payments and the loss of confidence in City operations, ultimately adversely affecting City revenues.

6. The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including without limitation fueling inflation and creating supply chain issues. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the City, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances.

7. Prior Florida Legislative Sessions have involved discussions of State-wide tax reform that could potentially impact City revenues. There have been efforts by the Governor and the Florida House and Senate to propose and discuss various forms of tax reform and revenue and expense caps. Several successful measures previously have been adopted legislatively and other successful measures have been adopted by state-wide

referendum, but to date no recent tax reform measures have impacted the City's overall financial condition or ability to satisfy its debt service obligations.

On April 29, 2025, the Speaker of the Florida House of Representatives announced the creation of the Select Committee on Property Taxes (the "Select Committee") to consider various property tax reforms in the State that may be included on the ballot in the November 2026 general election. On May 2, 2025, the Select Committee convened for its first meeting to discuss five proposals offered for talks on providing property tax relief. Among the property tax reforms that the Select Committee is considering are (i) eliminating foreclosures on homestead properties due to property tax liens, (ii) requiring a referendum on eliminating property taxes on homestead properties, (iii) creating a $500,000 homestead exemption for non-school property taxes, which would increase to $1 million for residents 65 and older or those who have had a homestead in the State for 30 years or more, (iv) authorizing the legislature to increase the homestead exemption to any value by general law, and (v) changing the caps on annual increases for homestead property. The Select Committee most recently convened on September 23, 2025 for additional discussion and to hear from cities and counties on the potential impacts of the proposed property tax reforms. Recommendations from the Select Committee are expected to be considered during the 2026 regular Florida legislative session and if enacted, placed on the November 2026 general election ballot. There can be no assurance that any such proposals, or similar or additional proposals, will not be introduced or enacted by the legislature or approved by the electors, if applicable, in the future that would or might apply to, or have a material adverse effect upon, the City or its finances.

THE CITY CANNOT PREDICT WHETHER ANY OF THE INTRODUCED BILLS OR OTHER PROPOSALS MAY BE ENACTED DURING THE CURRENT LEGISLATIVE SESSION OR WHAT LEGISLATION MAY BE INTRODUCED AND POSSIBLY ENACTED INTO LAW IN FUTURE SESSIONS OR WHAT THE IMPACT OF ANY SUCH ENACTED LEGISLATION MAY BE, WHICH IMPACT COULD BE MATERIALLY ADVERSE TO THE CITY'S OVERALL FINANCIAL CONDITION AND/OR ITS ABILITY TO SATISFY ITS DEBT SERVICE OBLIGATIONS.

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LEGAL MATTERS

Certain legal matters in connection with the authorization, issuance and sale of the Series 2025 Bonds are subject to the approval of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Series 2025 Bonds.

The proposed form of Bond Counsel opinion is attached hereto as APPENDIX D and reference is made to such form of opinion for the complete text thereof. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Series 2025 Bonds; provided, however, that Bond Counsel will render an opinion to the Underwriter and the City relating to the accuracy of certain statements contained hereunder under the heading "TAX MATTERS" and certain statements which summarize provisions of the Resolution and the Series 2025 Bonds, and (2) the compliance with any federal or state law with regard to the sale or distribution of the Series 2025 Bonds.

Certain letters matters will be passed upon for the City by Shumaker, Loop & Kendrick, LLP, Dade City, Florida, City Attorney and Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel. GrayRobinson, P.A., Tampa, Florida, is serving as counsel to the Underwriter.

LITIGATION

[TO BE REVIEWED BY CITY ATTORNEY]

There is no litigation of any nature now pending or, to the knowledge of the City, threatened, against the City which in any way questions or affects the validity of the Series 2025 Bonds, or any proceedings or transactions on the part of the City relating to their issuance, sale or delivery. Although the City experiences claims, litigation and various legal proceedings from time to time, there are no judicial, administrative or regulatory proceedings pending or, to the knowledge of the City, threatened, against the City which may significantly affect the City's ability to perform its obligations to the holders of the Series 2025 Bonds or which would have a material adverse effect upon the Non-Ad Valorem Revenues or, except as described below, the financial condition or operations of the City.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities, other than general obligation bonds and those industrial or commercial development bonds where payments are made or unconditionally guaranteed by a person whose securities are exempt from registration under Section 18(b)(1) of the Securities Act of 1933, as amended, of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative Rule 69W-400.003, the FFSC has required the disclosure of the amount, date, status and type of each default, specified descriptions of any legal proceedings resulting from such defaults and discussion of any materially relevant pending legal proceedings, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

The City has not undertaken an independent review or investigation of securities for which it has served as conduit City. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2025 Bonds because the City would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City would have been pledged or used to pay such securities or the interest thereon.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2025 Bonds in order that interest on the Series 2025 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2025 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2025 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2025 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Resolution with respect to the Series 2025 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2025 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2025 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2025 Bonds. Prospective purchasers of Series 2025 Bonds should be aware that the ownership of Series 2025 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2025 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2025 Bonds; (iii) the inclusion of interest on Series 2025 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2025 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2025 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2025 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2025 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes.

However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2025 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2025 Bonds and proceeds from the sale of Series 2025 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2025 Bonds. This withholding generally applies if the owner of Series 2025 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2025 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2025 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2025 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

[Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2025 Bonds maturing on [_______________] (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.].

[Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2025 Bonds maturing on **[__________________]** (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.**]**

RATINGS

Moody's Ratings, S&P Global Ratings and Fitch Ratings, Inc. have assigned underlying ratings of "Aa3", "AA-" (stable outlook) and "AA" (stable outlook), respectively, to the Series 2025 Bonds. Such rating agencies may have obtained and considered information and material which have not been included in this Official Statement. Generally, the rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. The ratings reflect only the views of the rating agency and an explanation of the significance of such rating may be obtained from them. No assurance can be given that the rating will be maintained for any given period of time or that the rating may not be revised downward or withdrawn entirely by the rating agencies, if, in their judgment, circumstances warrant. Any such downward change in or withdrawal of the ratings may have an adverse effect on the market price of the Series 2025 Bonds. The Underwriter and the City have undertaken no responsibility after issuance of the Series 2025 Bonds to assure the maintenance of the ratings or to oppose any such revision or withdrawal. The addresses of the rating agencies are as follows: Moody's Ratings, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, S&P Global Ratings, 55 Water Street, New York, New York 10041 and Fitch Ratings, Inc., 300 West 57th Street, New York, New York 10019.

MUNICIPAL ADVISOR

The City has retained Larson Consulting Services, LLC, Orlando, Florida, as Municipal Advisor (the "Municipal Advisor") in connection with preparation of the City's plan of financing and with respect to the authorization and issuance of the Series 2025 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in the Official Statement. The Municipal Advisor is an independent SEC and MSRB registered Municipal Advisory and consulting organization and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments.

GENERAL PURPOSE FINANCIAL STATEMENTS

The General Purpose Financial Statements for the Fiscal Year Ended September 30, 2024, and report on the audited financial statements included therein of DGPerry (the "Independent Auditor") are attached hereto as "APPENDIX B – General Purpose Financial Statements for the Fiscal Year Ended September 30, 2024." Such statements speak only as of September 30, 2024 and have been included in this Official Statement as public documents. The 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. The Independent Auditor also has not performed any procedures relating to this Official Statement.

INVESTMENT POLICY OF THE CITY

Moneys on deposit in the funds and accounts created under the Resolution may be invested only in investments authorized pursuant to the written investment policy of the City and the laws of the State. Additionally, investment of surplus funds of the City is subject to state law, including, in particular, Section 218.415, Florida Statutes, which requires the adoption of a formal written investment policy for each unit of local government within the State. In the absence of such a formal written investment policy, investment of surplus funds is limited to certain specified types of investments.

The City adopted a formal investment policy, which was most recently amended on September 13, 2022 (the "Investment Policy"), which governs the investment of surplus City funds. The City's Investment Policy applies to all funds held by or for the benefit of the City and provides for quarterly and annual reporting. The Investment Policy specifies the types of investments permitted and sets forth maximum allocations of investments. The objectives of the Investment Policy in order of priority are: safety of principal, maintenance of liquidity and return on investment. The City Council is responsible for providing oversight of the City's investment program and the management responsibility is delegated to the City's Finance Director. The investment policy may be modified by the City Council from time to time. A copy of the investment policy of the City can be obtained directly from the City. See "INTRODUCTION" herein.

UNDERWRITING

The Series 2025 Bonds will be purchased by RBC Capital Markets, LLC (the "Underwriter") at an aggregate purchase price of $__________ (representing the principal amount of $_________ [plus/less] an original issue [net] [premium/discount] of $[OIPD] and less an Underwriter's discount of $[UWD]). The Underwriter's obligations are subject to certain conditions precedent, and it will be obligated to purchase all of the Series 2025 Bonds if any Series 2025 Bonds are purchased. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2025 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter and its respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, municipal advisory, investment management, investment research, principal investment, hedging, market marking, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriter and its affiliates may have certain creditor and/or other rights against the City and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriter and its respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the city. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RBC Capital Markets, LLC ("RBCCM"), the Underwriter of the Series 2025 Bonds, has entered into a distribution arrangement with its affiliate City National Securities, Inc. ("CNS"). As part of this arrangement, RBCCM may distribute municipal securities to investors through the Municipal Advisor network of CNS. As part of this arrangement, RBCCM may compensate CNS for its selling efforts with respect to the Series 2025 Bonds

CONTINGENT FEES

The City has retained Bond Counsel, the Municipal Advisor, Disclosure Counsel, Registrar and Paying Agent, and Dissemination Agent (as hereinafter defined) with respect to the authorization, sale, execution and delivery of the Series 2025 Bonds. Payment of the fees of such professionals and a discount to the Underwriter (including the fees of its counsel) are each contingent upon the issuance of the Series 2025 Bonds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2025 Bondholders to provide certain financial information and operating data relating to the City, the Non-Ad Valorem Revenues and the Series 2025 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated events, when and if they occur, with the Repository.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E - Form of Disclosure Dissemination Agent Agreement" attached hereto. The Disclosure Dissemination Agent Agreement shall be executed by the City upon the issuance of the Series 2025 Bonds. These covenants have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule.

With respect to the Series 2025 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. This is the City's first undertaking pursuant the Rule. The City fully anticipates satisfying its disclosure obligations required pursuant to the Rule. The City's dissemination agent is Digital Assurance Certification, LLC, Orlando, Florida (the "Dissemination Agent").

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2025 Bonds upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Federal Bankruptcy Code, the remedies specified by the Resolution and the Series 2025 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C - Form of Resolution" attached hereto for a description of events of default and remedies.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for the payment of the Series 2025 Bonds and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2025 Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

[Remainder of page intentionally left blank]

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2025 Bonds, the City will furnish a certificate substantially to the effect that nothing has come to their attention which would lead them to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no opinion shall be expressed), as of its date and as of the date of delivery of the Series 2025 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF ZEPHYRHILLS, FLORIDA

By: ____________________________________
Mayor

By: ____________________________________
City Manager

By: ____________________________________
Finance Director

APPENDIX A

GENERAL INFORMATION CONCERNING THE CITY

APPENDIX B

GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

APPENDIX C

FORM OF RESOLUTION

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

CREDIT OPINION
22 October 2025

Send Your Feedback

Contacts

Harlene Liriano	+1.212.553.1781
Associate Lead Analyst	
harlene.liriano@moodys.com	
Thomas Jacobs	+1.212.553.0131
Associate Managing Director	
thomas.jacobs@moodys.com	

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Zephyrhills (City of) FL

Initial Rating

Summary

The credit profile of the City of Zephyrhills, FL (Aa3) is bolstered by ongoing economic expansion and diversification resulting from its participation in the Pasco County industrial development program, as well as favorable prospects for sustained tax base growth. The city also benefits from a healthy financial position with reserves expected to remain above 25% of revenue due to strong management policies and consistent revenue growth. Including the current issuance, long-term obligations and fixed costs are projected to remain manageable, as the city does not anticipate incurring additional debt in the foreseeable future and a portion of its capital requirements have been met through cash funding.

On October 24th, 2025 we assigned an initial Aa3 issuer and non-ad valorem rating to the City of Zephyrhills.

Credit strengths

» Continued commercial and industrial development leading to changes in residents' wealth and diversification of the local economy

» Healthy financial position strengthened by strong budget management and implementation of formal fund balance policies

Credit challenges

» Below average resident wealth and income levels compared to national medians

» Environmental risk exposure to hurricanes and severe rainfall

Rating outlook

Moody's does not assign outlooks to local governments with this amount of debt outstanding.

Factors that could lead to an upgrade

» Substantial expansion of local economy that drives material improvement in resident wealth and income levels

» Maintenance of strong reserves after completion of current capital program

Factors that could lead to a downgrade

» Material declines in reserves and/or liquidity to levels that fall below the rating category

» Significant increase in long-term liabilities and fixed costs

Key indicators

Exhibit 1
Zephyrhills (City of) FL

	2021	2022	2023	2024	Aaa Medians
Economy					
Resident income ratio (%)	61.6%	60.9%	60.7%	N/A	168.9%
Full Value ($000)	$1,327,140	$1,496,332	$1,811,626	$2,247,511	$9,011,663
Population	16,845	17,575	18,471	N/A	36,103
Full value per capita ($)	$78,785	$85,140	$98,079	N/A	$218,941
Annual Growth in Real GDP	8.8%	5.9%	4.3%	N/A	2.4%
Financial Performance					
Revenue ($000)	$43,137	$45,152	$52,637	$47,895	$108,194
Available fund balance ($000)	$17,995	$22,427	$29,468	$31,674	$68,159
Net unrestricted cash ($000)	$34,088	$43,122	$55,253	$53,144	$99,090
Available fund balance ratio (%)	41.7%	49.7%	56.0%	66.1%	62.6%
Liquidity ratio (%)	79.0%	95.5%	105.0%	111.0%	95.0%
Leverage					
Debt ($000)	$21,108	$20,162	$20,756	$17,643	$72,678
Adjusted net pension liabilities ($000)	$42,148	$29,759	$28,112	$24,894	$89,696
Adjusted net OPEB liabilities ($000)	$17,211	$8,418	$8,188	$9,430	$10,915
Other long-term liabilities ($000)	$1,826	$1,873	$2,025	$2,334	$4,029
Long-term liabilities ratio (%)	190.8%	133.4%	112.2%	113.4%	217.2%
Fixed costs					
Implied debt service ($000)	$1,377	$1,481	$1,408	$1,442	$4,949
Pension tread water contribution ($000)	$108	$760	$1,330	$1,562	$2,629
OPEB contributions ($000)	$350	$291	$320	$232	$594
Implied cost of other long-term liabilities ($000)	$114	$128	$131	$141	$274
Fixed-costs ratio (%)	4.5%	5.9%	6.1%	7.1%	10.0%

For definitions of the metrics in the table above please refer to the US Cities and Counties Methodology or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published US Cities and Counties Median Report.
The real GDP annual growth metric cited above is for the Tampa-St. Petersburg-Clearwater, FL.
Sources: US Census Bureau, Zephyrhills (City of) FL's financial statements and Moody's Ratings, US Bureau of Economic Analysis

Profile

The city is located in Pasco County (Aa1 stable), in the west-central part of the Florida (Aaa stable). The city provides a full range of services that include public safety, health and welfare, culture, recreation, and a general aviation airport. The city also provides utilities for water, wastewater, and solid waste to approximately 18,500 residents.

Detailed credit considerations

The local economy of Zephyrhills, FL is influenced by ongoing industrial development, leading to potential for geographic annexations and population growth. The city participates in the Pasco County land evaluation and sites program, which aims to support industrial development and employment opportunities in the region. Several projects are scheduled to begin operations in the city's Airport and North Tampa Bay industrial parks. Current projects include Bauducco Foods' $200 million production and distribution facility, with phase one set for mid-2026 operation. MiTek will invest nearly $80 million and create about 150 jobs manufacturing steel connector plates and builder products. The city's rapid growth may lead to a need for annexation to expand city services and capacities such as water, sewer and infrastructure for which the city is working closely with the county to address current capital needs.

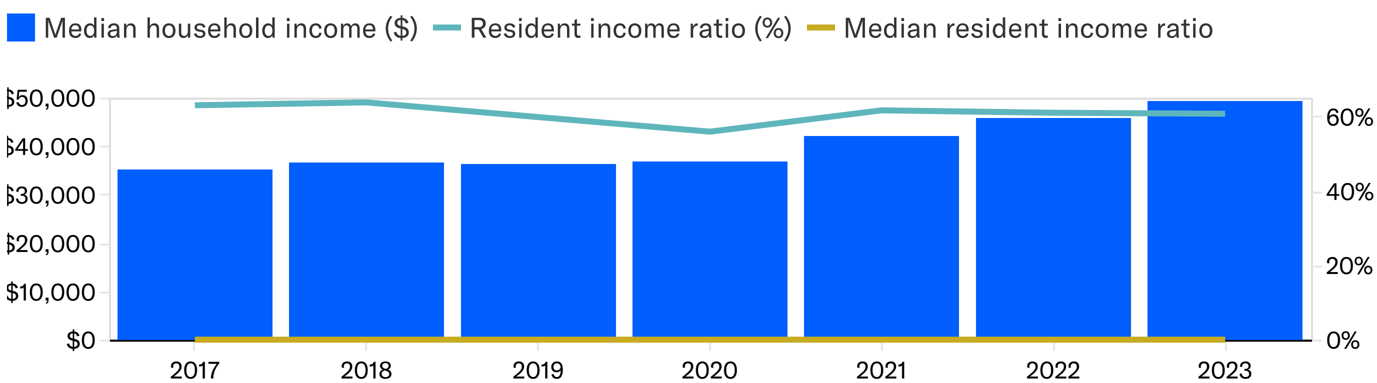
While the city's tax base remains limited, it has shown growth in recent years, contributing to an increase in resident wealth. However, both resident income and full value per capita continue to fall below national median levels. The sectors that drive the local economy are healthcare and social assistance, manufacturing, and retail trade.

The city's financial position is expected to remain stable, supported by prudent budgetary practices and revenue growth. Early projections for fiscal year 2025 suggest that reserve levels will continue to be robust, with unassigned fund balance anticipated to increase by $2 million due to revenue exceeding initial expectations. The approved budget for fiscal 2026 indicates an increase of $30.6 million, or about 29% compared to the previous year's budget. The increase mainly reflects $28.6 million in capital outlay, partially offset by a $13.3 million fund balance appropriation. Although the anticipated use of fund balances is projected, reserves are expected to stay above 50% of revenue, as the city continues to adhere to conservative budgeting practices and enforces a formal fund balance policy that requires a minimum of 25% of total operational costs. General government activities account for 58% of total revenue, while business-type activities, including water, wastewater and sanitation contribute 42% of total revenue. Non-ad valorem revenues remain strong and totaled $17.7 million in fiscal 2024, making up about 37% of the city's total revenue.

The city's long-term liabilities are projected to remain moderate in the near term, as there are no plans for additional debt. With the current issuance, total leverage is expected to increase to 176% from 113%, and total fixed costs are anticipated to increase to 11% from 7.1%. The city's Capital Improvement Plan (CIP) for fiscal year 2026 amounts to $69.8 million, funded through a mix of debt and cash financing. Over the next five years, the CIP totals approximately $49.9 million, with most funding provided by grants and the utility fund.

Exhibit 2

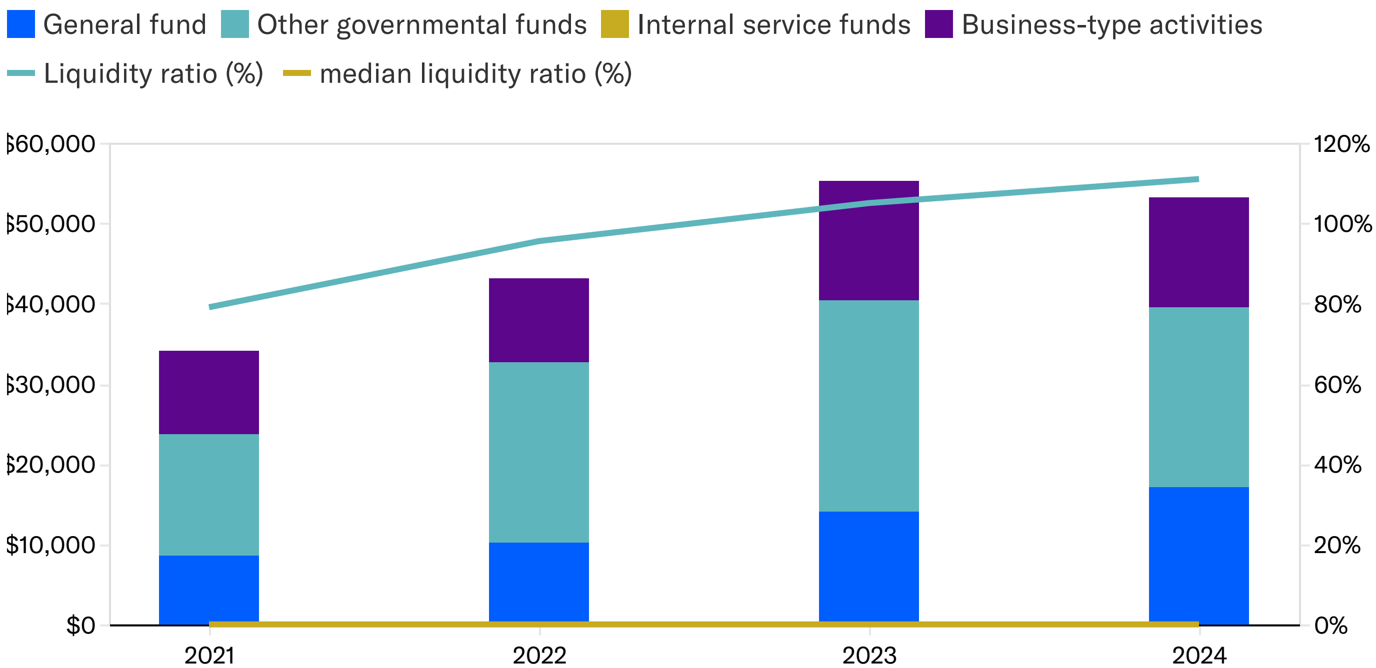
Resident income remains below average compared to national medians but expected to continue to improve



Source: US Census Bureau - American Community Survey 5-Year Estimates; US Bureau of Economic Analysis; Moody's Ratings

Exhibit 3

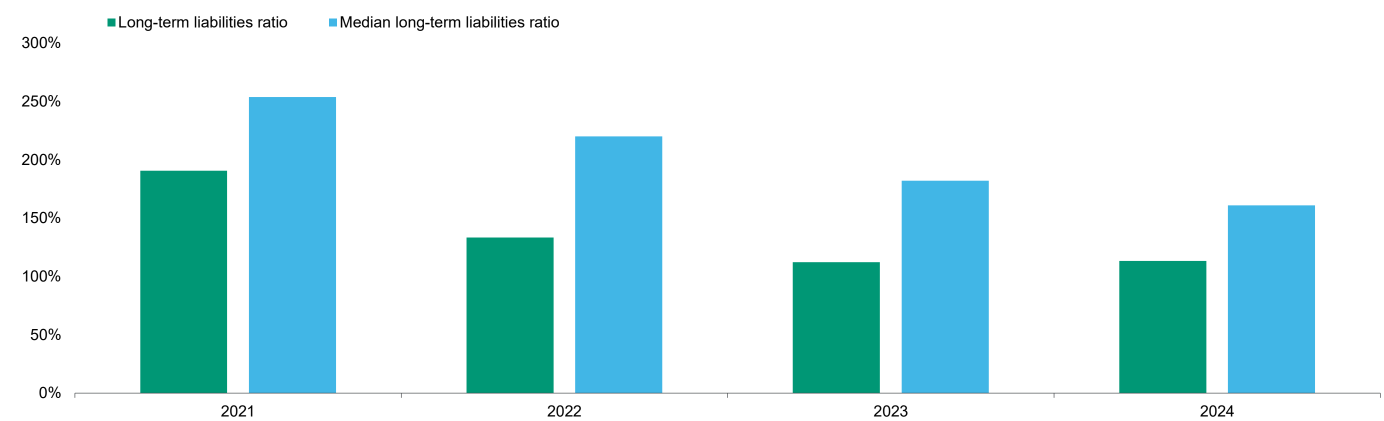
Liquidity across all funds is expected to remain strong



Source: Source: Moody's Ratings, Audited financial statements

Exhibit 4

Long-term liabilities are moderate and below average compared to national medians



Source: Moody's Ratings; Audited financial statements

ESG considerations

Environmental

The city has material exposure to physical climate risks, particularly hurricanes. The city is not materially exposed to other risks associated with water management, waste and pollution and natural capital. The city benefits from a regional approach to climate impacts that guides and prioritizes ongoing infrastructure development. Additionally, the city has implemented policies that govern building codes and development and maintains a hazard mitigation plan, all targeted at increasing its resilience to severe weather events.

Social

The city reflects neutral to low exposure to demographics, labor and income, education, housing, health and safety and access to basic services.

Governance

The city benefits from a strong institutional structure and low exposure to risks associated with policy credibility and effectiveness and budget management. Budget and audits are produced in a timely manner annually.

Rating methodology and scorecard factors

The US Cities and Counties Methodology includes a scorecard, which summarizes the rating factors generally most important to city and county credit profiles. Because the scorecard is a summary, and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not map closely to the actual rating assigned.

The difference between the scorecard indicated outcome and the assigned rating is driven by the expected use of available fund balance and additional debt not reflected in the current scorecard.

Exhibit 5

Zephyrhills (City of) FL

	Measure	Weight	Score
Economy			
Resident income ratio	60.7%	10.0%	Ba
Full value per capita	136,541	10.0%	Aa
Economic growth metric	2.3%	10.0%	Aaa
Financial Performance			
Available fund balance ratio	66.1%	20.0%	Aaa
Liquidity ratio	111.0%	10.0%	Aaa
Institutional Framework			
Institutional Framework	Aa	10.0%	Aa
Leverage			
Long-term liabilities ratio	113.4%	20.0%	Aa
Fixed-costs ratio	7.1%	10.0%	Aaa
Notching factors			
No notchings applied			
Scorecard-Indicated Outcome			Aa1
Assigned Rating			**Aa3**

The Economic Growth metric cited above compares the five-year CAGR of real GDP for Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area to the five-year CAGR of real GDP for the US.
Sources: US Census Bureau, Zephyrhills (City of) FL's financial statements and Moody's Ratings

Appendix

Exhibit 6

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Ratings
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the US Cities and Counties Methodology .

Source: Moody's Ratings

REPORT NUMBER 1462949

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Research Update:

Zephyrhills, FL Series 2025 Capital Improvement Revenue Bonds Assigned 'AA-' Rating; Outlook Stable

October 23, 2025

Primary Contact

Lauren Freire
New York
1-212-438-7854
lauren.freire
@spglobal.com

Secondary Contact

Rahul Chakraborty
New York
2124381864
Rahul.Chakraborty
@spglobal.com

Overview

- S&P Global Ratings has assigned it 'AA-' long term rating to Zephyrhills, FL's series 2025 $30.97 million capital improvement revenue bonds.
- The outlook is stable.

Rationale

Security

The 2025 non-ad-valorem revenue bonds are secured by the city's covenant to annually budget and appropriate debt service from legally available non-ad-valorem revenue. We rate the non-ad-valorem bonds on par with our opinion of the city's general creditworthiness, which supports our view that the pledged revenue is not limited in scope nor are there sizable competing claims that warrant notching below the city's general creditworthiness. Bond proceeds will fund capital improvements within the city.

Credit highlights

The rating reflects our view of Zephyrhills' robust reserve position, positive operations, limited fixed cost pressure, and a well-embedded management framework. However, a limiting factor is the city's economic profile. Zephyrhills' local income metrics trail countywide and national levels, however, we expect future development will transform these metrics beyond the two-year outlook period. Zephyrhills is in southern Pasco County, roughly 30 miles north of Tampa. The city has access to various highways and close tie ins with several different metro areas, which it is looking to leverage with available space in its industrial park and open space available for residential development.

Management's conservative budgeting, and continued revenue growth, underpin the city's positive performance, which resulted in reserve growth to $11.0 million in fiscal 2024 from $1.9 million in fiscal 2019. The city's sizeable surplus in fiscal 2024 was driven by investment income and overall expenditure savings. Zephyrhills' main source of revenue is taxes, at 58%. We expect the city will generate positive results in fiscal 2025, despite some unanticipated costs associated with Hurricane Milton, driven by strong revenue growth. The city already received some insurance reimbursement and is expecting federal reimbursement. Zephyrhills' fiscal 2026 budget is significantly higher than fiscal 2025 with the inclusion of $30.6 million in capital expenses.

After this issuance, the city will have $45.4 million in outstanding debt, with a portion offset by its enterprise funds. The city's capital improvement plan (CIP) for fiscal years 2027-2030 is $49.9 million, with the largest portion for its airport fund to potentially build new hangers and make other improvements. Zephyrhills participates in the Florida retirement system pension plan (83.4% funded) and the health insurance subsidy program (4.8%) with net pension liabilities of $10.9 million and $3.1 million, respectively. It offers postemployment benefits to retirees that meet certain requirements, and despite its unfunded state of $11.2 million, we do not view this as a material weight on the city's debt and liability profile.

The rating also reflects our view of the city's:

- Expanding tax base in Pasco County, for which economic output and income metrics trail those of national peers. The city's income metrics also trail those of other municipalities within the county and national peers, which is a credit weakness. However, Zephyrhills is expecting the completion of several transformation projects over the next few years. These include a new Bauducco food processing plant, MiTek manufacturing facility, and expansion of a BlueTriton facility, which are underway and will drive new higher-paying jobs within the city and county. Population growth is expected, with several large-scale housing projects in various stages of approval and groundbreaking. Additional investment and employment gains will likely contribute to further growth in the tax and employment bases in the near term, as Pasco County and the city benefit from spillover growth from Hillsborough and Pinellas County.
- Management is proactive in its planning and prudent in its budgeting. Budgeting is guided by the city's formal debt management policy, fund balance policy, and investment policy. Management also pursues comprehensive measures to address exposure to physical environmental risks from rising sea levels and hurricanes. Furthermore, the city implemented a five-capital plan with the 2026 budget, which it intends to update annually. It is also taking steps to mitigate cyber risk.
- Positive operating trends driven by the city's conservative budgeting and tight budget control. Available reserves remain more than policy levels, and we do not expect the city will materially spend them down. We note the city has a privately placed debt obligation; however, we do not view this as a contingent liquidity risk.
- Manageable debt and liability costs, despite our expectation that overall costs will rise slightly with the addition of the 2025 bonds. Further debt plans are outside our outlook period and the size would depend on receipt of grant funding from the state. In addition, the city aims to fund pay-as-you-go capital projects from reserves and within its budget.
- The institutional framework assessment is in line with other Florida municipalities, reflecting a generally predictable operating environment with some potential for voter initiative changes and flexibility to raise local revenue sources despite the state limitation on nonvoted millage rate. For more information on our institutional framework assessment for Florida counties, see: "Institutional Framework Assessment: Florida Local Governments," Sept. 9, 2024.

Environmental, social, and governance

Zephyrhills faces some environmental physical risks, given recent damage incurred during Hurricane Milton. To address these risks, it is working with Pasco County on several resiliency projects and is undertaking some projects on its own. These include dredging a portion of a nearby river, elevating certain equipment, and improvement within its water/sewer enterprise funds. Zephyrhills also has very strong reserves, which help bridge the gap before it receives Federal Emergency Management Agency reimbursements. We consider the city's social and governance factors neutral in our analysis.

Outlook

The stable outlook reflects our expectation that Zephyrhills will maintain its consistent operating results, and conservative management practices, supported by an economy poised for consistent growth.

Downside scenario

We could lower the rating if the city's operations deteriorate for any reason, leading to a sustained draw on reserves to levels we no longer consider commensurate with the rating.

Upside scenario

We could raise the rating if income metrics increase to levels commensurate with those of higher-rated peers.

Zephyrhills, Florida--credit summary

Institutional framework (IF)	**2**
Individual credit profile (ICP)	2.39
Economy	5.5
Financial performance	1
Reserves and liquidity	1
Management	1.70
Debt and liabilities	2.75

Zephyrhills, Florida--key credit metrics

	Most recent	**2024**	**2023**	**2022**
Economy				
Real GCP per capita % of U.S.	--	--	41	42
County PCPI % of U.S.	--	--	81	80
Market value ($000s)	--	2,247,511	1,811,626	1,496,332
Market value per capita ($)	--	118,471	101,350	92,980
Top 10 taxpayers % of taxable value	--	7.5	--	--
County unemployment rate (%)	--	3.7	3.2	3.0
Local median household EBI % of U.S.	--	66	61	64
Local per capita EBI % of U.S.	--	69	65	73
Local population	--	18,971	17,875	16,093

Zephyrhills, Florida--key credit metrics

	Most recent	2024	2023	2022
Financial performance				
Operating fund revenues ($000s)	--	19,236	19,119	16,298
Operating fund expenditures ($000s)	--	16,183	14,553	13,921
Net transfers and other adjustments ($000s)	--	(84)	(19)	(97)
Operating result ($000s)	--	2,969	4,547	2,280
Operating result % of revenues	--	15.4	23.8	14.0
Operating result three-year average %	--	17.7	--	--
Reserves and liquidity				
Available reserves % of operating revenues	--	85.9	70.8	55.8
Available reserves ($000s)	--	16,516	13,540	9,091
Debt and liabilities				
Debt service cost % of revenues	--	2.1	2.0	2.2
Net direct debt per capita ($)	2,023	437	532	355
Net direct debt ($000s)	38,387	8,298	9,508	5,717
Direct debt 10-year amortization (%)	32.3	58	55	90
Pension and OPEB cost % of revenues	--	7.0	6.0	6.0
NPLs per capita ($)	--	741	796	766
Combined NPLs ($000s)	--	14,067	14,224	12,320

Financial data may reflect analytical adjustments and are sourced from issuer audit reports or other annual disclosures. Economic data is generally sourced from S&P Global Market Intelligence, the Bureau of Labor Statistics, Claritas, and issuer audits and other disclosures. Local population is sourced from Claritas. Claritas estimates are point in time and not meant to show year-over-year trends. GCP--Gross county product. PCPI--Per capita personal income. EBI--Effective buying income. OPEB--Other postemployment benefits. NPLs--Net pension liabilities.

Ratings List	
New Issue Ratings	
US$30.975 mil capital imp rev bnds ser 2025 due 09/01/2055	
Long Term Rating	AA-/Stable
New Rating	
Local Government	
Zephyrhills, FL Non-Ad Valorem Revenues	AA-/Stable

The ratings appearing below the new issues represent an aggregation of debt issues (ASID) associated with related maturities. The maturities similarly reflect our opinion about the creditworthiness of the U.S. Public Finance obligor's legal pledge for payment of the financial obligation. Nevertheless, these maturities may have different credit ratings than the rating presented next to the ASID depending on whether or not additional legal pledge(s) support the specific maturity's payment obligation, such as credit enhancement, as a result of defeasance, or other factors.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at https://disclosure.spglobal.com/ratings/en/regulatory/ratings-criteria for further information. A description of each of S&P Global Ratings' rating categories is contained in "S&P Global Ratings Definitions" at https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings referenced herein can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

FitchRatings

RATING ACTION COMMENTARY

Fitch Rates Zephyrhills, FL's $30.9MM Capital Improvement Bonds Ser 2025 at 'AA'; Outlook Stable

Fri 24 Oct, 2025 - 4:30 PM ET

Fitch Ratings - New York - 24 Oct 2025: Fitch Ratings has assigned a 'AA' rating to the city of Zephyrhills, FL's $30,895,000 capital improvement revenue bonds, series 2025 and a 'AA' Issuer Default Rating (IDR).

The bonds are scheduled to price via negotiated sale on Nov. 20, 2025. Proceeds of the bonds will be used to fund various capital projects, including those related to the construction of a public works facility and improvements to Zephyr Park.

The Rating Outlook is Stable.

RATING ACTIONS

ENTITY / DEBT	RATING		
Zephyrhills (FL) [General Government]	LT IDR	AA Rating Outlook Stable	New Rating
Zephyrhills (FL) /Covenant to Budget and Appropriate Non-Ad Valorem Revenues/1 LT	LT	AA Rating Outlook Stable	New Rating
Zephyrhills (FL) /Issuer Default Rating - General Government/1 LT	LT	AA Rating Outlook Stable	New Rating

VIEW ADDITIONAL RATING DETAILS

The 'AA' IDR reflects the city's 'aaa' financial resilience assessment, which is supported by a 'High-Midrange' level of budgetary flexibility and assumes maintenance of unrestricted general fund reserves (sum of committed, assigned, and unassigned) of at least 10% of spending. Historically, reserves have consistently exceeded the 10% threshold for 'aaa', with reported fiscal year-end 2024 unrestricted reserves equal to 101% of spending.

In addition, the rating incorporates the city's rapid population growth, assessed as 'Strongest', offset by 'Weak' demographic and economic level metrics compared to Fitch's rated portfolio, reflecting lower resident median household income and below-average population with a bachelors' degree.

Long-term liabilities (LTL) related to direct governmental debt and net pension liabilities are moderate and assessed as 'Midrange'. Fitch does not anticipate a notable near-term change in LTL metrics as potential future borrowing is expected to be funded from self-supporting utility and airport enterprises.

The 'AA' rating on the series 2025 capital improvement bonds is driven by the city's 'AA' IDR. The bonds are backed by the city's covenant to budget and appropriate (CB&A) non-ad valorem (NAV) revenues, by amendment, if necessary, in amounts sufficient to pay annual debt service.

Fitch's "U.S. Public Finance Local Government Rating Criteria" allows debt backed by an absolute and non-cancellable covenant to appropriate debt service payments to be rated on par with the IDR if the revenue available to make such payments is sufficiently broad and controllable. The city's covenant to appropriate debt service and its broad pool of NAV revenue available for appropriation support the rating of the bonds on par with the IDR.

RATING SENSITIVITIES

Factors that Could, Individually or Collectively, Lead to Negative Rating Action/Downgrade

--An approximate 70% increase in direct debt and/or net pension liabilities and carrying costs, assuming current levels of personal income and governmental resources;

--Further enterprise fund borrowing that weakens self-supporting coverage, resulting in general fund support;

-- A sustained decline in unrestricted general fund reserve levels below 10% of spending, which would lower Fitch's assessment of financial resilience to below 'aaa';

--Weakened underlying economic and demographic performance including but not limited to slower population gains, rising unemployment and lower resident income.

Factors that Could, Individually or Collectively, Lead to Positive Rating Action/Upgrade

--Notable improvement in demographic and economic level metrics, including but not limited to higher resident education levels and/or median household income;

-- A sustained 10%-20% decrease in long-term liabilities and carrying costs associated with debt and retiree benefits without a material change in personal income, governmental revenues and spending, considering uncertainty around growth driven demands.

SECURITY

The capital improvement bonds are backed by the city's NAV revenues pledge, subject to the city's CB&A, by amendment if necessary, in an amount sufficient to pay debt service on the bonds. The NAV covenant shall be cumulative to the extent not paid and shall continue until such NAV revenues or other legally available funds are sufficient to make all such required payments under the bond resolution.

FITCH’S LOCAL GOVERNMENT RATING MODEL

The Local Government Rating Model generates Model Implied Ratings, which communicate the issuer's credit quality relative to Fitch's local government rating portfolio. (The Model Implied Rating will be the Issuer Default Rating except in certain circumstances explained in the applicable criteria.) The Model Implied Rating is expressed via a numerical value calibrated to Fitch's long-term rating scale that ranges from 10.0 or higher (AAA), 9.0 (AA+), 8.0 (AA), and so forth down to 1.0 (BBB- and below).

Model Implied Ratings reflect the combination of issuer-specific metrics and assessments to generate a Metric Profile and a structured framework to account for Additional Analytical Factors not captured in the Metric Profile that can either mitigate or exacerbate credit risks. Additional Analytical Factors are reflected in notching from the Metric Profile and are capped at +/-3 notches.

RATINGS HEADROOM & POSITIONING

Zephyrhills Model Implied Rating: 'AA' (Numerical Value: 8.98)

-- Metric Profile: 'AA' (Numerical Value: 8.98)

-- Net Additional Analytical Factor Notching: 0.0

Zephyrhills' Model Implied Rating is 'AA'. The associated numerical value of 8.98 is at the upper end of the 8.0 to 9.0 range for a 'AA' rating.

While the MIR is currently at the high end of the range for the current rating, Fitch believes that over time the MIR could move more to the middle of the range as the growth in demographic and economic indicators including population gradually softens coming off peak periods with future changes in the economy, and also Fitch expectations for potential future governmental borrowings that could occur to address new growth and service needs.

KEY RATING DRIVERS

FINANCIAL PROFILE

Financial Resilience - 'aaa'

Zephyrhills' financial resilience is driven by the combination of its 'High' revenue control assessment and 'Midrange' expenditure control assessment, culminating in a 'High Midrange' budgetary flexibility assessment.

-- Revenue control assessment: High

-- Expenditure control assessment: Midrange

-- Budgetary flexibility assessment: High Midrange

-- Minimum fund balance for current financial resilience assessment: >=10.0%

-- Current year fund balance to expenditure ratio: 101.5% (2024)

-- Lowest fund balance to expenditure ratio for the fiscal-year period 2020-2024: 42.4% (2020)

Revenue Volatility - 'Weak'

Zephyrhills' weakest historic three-year revenue performance has a modest negative impact on the Model Implied Rating.

The revenue volatility metric is an estimate of potential revenue volatility based on the issuer's historical experience relative to the median for the Fitch-rated local government portfolio. The metric helps to differentiate issuers by the scale of revenue loss that would have to be addressed through revenue raising, cost controls or utilization of reserves through economic cycles.

-- Lowest three-year revenue performance (based on revenues dating back to 2005): 10.9% decrease for the three-year period ending fiscal 2010

-- Median issuer decline: -4.3% (2024)

DEMOGRAPHIC AND ECONOMIC STRENGTH

Population Trend - 'Strongest'

Based on the median of 10-year annual percentage change in population, Zephyrhills' population trend is assessed as 'Strongest'.

Population trend: 3.8% 2024 (97th percentile) (vs. 3.2% 2023 median of 10-year annual percentage change in population)

Unemployment, Educational Attainment and MHI Level - 'Weak'

The overall strength of Zephyrhills' demographic and economic level indicators (unemployment rate, educational attainment, median household income [MHI]) in 2024 are assessed as 'Weak' on a composite basis, performing at the 26th percentile of Fitch's local government rating portfolio. This is due to very low education attainment levels and median-issuer indexed adjusted MHI offsetting midrange unemployment rate.

-- Unemployment rate as a percentage of national rate: 92.5% 2024 (57th percentile), relative to the national rate of 4.0%

-- Percent of population with a bachelor's degree or higher: 18.9% (2023) (19th percentile)

-- MHI as a percent of the portfolio median: 59.9% (2023) (2nd percentile)

Economic Concentration and Population Size - 'Midrange'

Zephyrhills' economy is sufficiently diversified but this is offset by the limited population size.

The composite metric acts asymmetrically, with most issuers (above the 15th percentile for each metric) sufficiently diversified to minimize risks associated with small population and economic concentration. Downward effects of the metric on the Metric Profile are most pronounced for the least economically diverse issuers (in the 5th percentile for the metric or lower). The economic concentration percentage shown below is defined as the sum of the absolute deviation of the percentage of personal income by major economic sectors relative to the U.S. distribution.

-- Population size: 22,304 2024 (from 10th to 15th percentile) (vs. 21,007 2023 Actual)

-- Economic concentration: 35.7% (2024) (above the 15th percentile)

Analyst Inputs to the Model

Analyst inputs to the model reflect metric adjustments to account for historical data anomalies, forward-looking performance shifts, or non-recurring events that may otherwise skew the time series.

Population trend and size was adjusted to reflect 2024 data.

LONG-TERM LIABILITY BURDEN

Long-Term Liability Burden - 'Strong'

Zephyrhills' carrying costs to governmental expenditures, liabilities to personal income, and liabilities to governmental revenue have deteriorated. The long-term liability composite metric in 2024 is at the 70th percentile, indicating a somewhat lower liability burden relative to the Fitch's local government rating portfolio.

-- Liabilities to personal income: 3.9% Analyst Input (65th percentile) (vs. 2.0% 2024 Actual)

-- Liabilities to governmental revenue: 130.8% Analyst Input (73rd percentile) (vs. 65.7% 2024 Actual)

-- Carrying costs to governmental expenditures: 11.8% Analyst Input (72nd percentile) (vs. 7.5% 2024 Actual)

Net direct debt was adjusted to reflect scheduled amortization of principal through fiscal end 2025 and includes the par amount of the current 2025 issuance, less the portion that is expected to be paid by the city's enterprise funds. In addition, the carrying cost metric was adjusted to reflect pro-forma fiscal 2027 debt service, inclusive of the governmental portion of the current 2025 issuance.

PROFILE

The city of Zephyrhills is located in Pasco County (AA+ IDR/Stable), approximately 25 miles northeast of Tampa and 50 miles southwest of Orlando. The city had a 2024 U.S. census-estimated population of 22,304, which has grown by approximately 68% since 2010. The local economy is centered on retail, manufacturing, and healthcare. The city's unemployment rates have historically fallen below the state and national rates, while wealth and higher education levels are below state and national levels.

The city's competitive location, commutable to Tampa and Orlando, and recent industrial developments have drawn new residents and businesses to the area. Major investments and new developments include a $200 million Bauducco Foods production and distribution facility that is expected to create 600 jobs and a $80 million investment by Mitek Inc. (steel and building product manufacturer) to build a manufacturing facility, providing approximately 150 jobs.

Bluetriton Brands, the producer of Zephyrhills bottled water, is completing a 520,000 sq. ft. expansion project of their existing bottling facility. Several other development projects, including single and multi-family residential developments and commercial projects, are currently underway. These projects are expected to continue to strengthen the local economy and drive growth in the tax base and NAV revenues.

DATE OF RELEVANT COMMITTEE

23-Oct-2025

Sources of Information

In addition to sources of information identified in Fitch's applicable criteria specified below, this action was informed by data from DIVER by Solve.

REFERENCES FOR SUBSTANTIALLY MATERIAL SOURCE CITED AS KEY DRIVER OF RATING

The principal sources of information used in the analysis are described in the Applicable Criteria.

ESG CONSIDERATIONS

The highest level of ESG credit relevance is a score of '3', unless otherwise disclosed in this section. A score of '3' means ESG issues are credit-neutral or have only a minimal credit impact on the entity, either due to their nature or the way in which they are being managed by the entity. Fitch's ESG Relevance Scores are not inputs in the rating process; they are an observation on the relevance and materiality of ESG factors in the rating decision. For more information on Fitch's ESG Relevance Scores, visit https://www.fitchratings.com/topics/esg/products#esg-relevance-scores.

FITCH RATINGS ANALYSTS

Blythe Logan
Analyst
Primary Rating Analyst
+1 646 582 3640
blythe.logan@fitchratings.com
Fitch Ratings, Inc.
Hearst Tower 300 W. 57th Street New York, NY 10019

Arthur Tildesley III, CFA
Director
Secondary Rating Analyst
+1 646 582 4749
arthur.tildesley@fitchratings.com

Evette Caze
Senior Director
Committee Chairperson
+1 212 908 0376
evette.caze@fitchratings.com

MEDIA CONTACTS

Cristina Bermudez
New York
+1 212 612 7892
cristina.bermudez@thefitchgroup.com

Additional information is available on www.fitchratings.com

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The rated entity (and/or its agents) or, in the case of structured finance, one or more of the transaction parties participated in the rating process except that the following issuer(s), if any, did not participate in the rating process, or provide additional information, beyond the issuer's available public disclosure.

APPLICABLE CRITERIA

U.S. Public Finance Local Government Rating Criteria (pub. 02 Apr 2024) (including rating assumption sensitivity)

APPLICABLE MODELS

Numbers in parentheses accompanying applicable model(s) contain hyperlinks to criteria providing description of model(s).

U.S. Local Government Rating Model, v1.2.0 (1)

ADDITIONAL DISCLOSURES

Dodd-Frank Rating Information Disclosure Form

Solicitation Status

Endorsement Policy

ENDORSEMENT STATUS

Zephyrhills (FL)	-

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The complete span of best- and worst-case scenario credit ratings for all rating categories ranges from 'AAA' to 'D'. Fitch also provides information on best-case rating upgrade scenarios and worst-case rating downgrade scenarios (defined as the 99th percentile of rating transitions, measured in each direction) for international credit ratings, based on historical performance. A simple average across asset classes presents best-case upgrades of 4 notches and worst-case downgrades of 8 notches at the 99th percentile. For more details on sector-specific best- and worst-case scenario credit ratings, please see Best- and Worst-Case Measures under the Rating Performance page on Fitch's website.

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City Council Meeting
November 10, 2025

Action Item

PLANNING DIRECTOR'S REPORT 3.1

Tree Ordinance
Planning Report

Issue:
Proposed new tree and landscape ordinance.

Background:
The Planning Department has prepared a new ordinance for Part 7.06.00 of the City's Land Development Code. This section of the Code includes standards for tree removal, mitigation and landscape requirements. The City Council asked Staff to revisit the code with an emphasis on strengthening tree preservation. Initially, staff looked at some minor text amendments within the existing code. Staff then looked at other City tree codes and then made a decision to redo this entire section of the Land Development Code. The City of Safety Harbor was used as a template for the proposed ordinance where sections of their code and the City's existing code were used for crafting the new ordinance. Some hi-lites of the proposed ordinance include:
* Tree removal permit requirement for all residential properties, including HOA / CDD developments (caveats provided on residential lots ie diseased / damaged - causing damage to structures with a letter from an arborist / State requirement);
* Protected tree definition changed from a 6" to 4" (dbh)
* Revisiting the existing table that has different thresholds for tree removal based on the average # of trees per acre and replaced with a stronger tree replacement / mitigation / fees section;
* Tree survey requirement expanded to include a tree conditions assessment by an arborist to assist in prioritizing the condition of trees and priorities for preservation;
* Tree survey / conditions assessment will be required as part of a pre-application and reviewed by Staff prior to the engineer development of a preliminary eningeering plan;
* Proposed new pruning section / standards.
Staff has also engaged with an arborist and landscape architect who the Staff asked to review the proposed ordinance at a meeting to discuss the overall ordinance. Staff, the consultant LA / arborist will be in attendance at the meeting for presentation and Q & A. Staff has also forwarded the draft ordinance to the City Attorney for legal review and Code Enforcement (enforcement / penalties), CRA Director & Public Works Director for review / comments. The intent is to adopt the new ordinance and then identify communication mechanisms in which to share with the public (through the City's PIO) and the tree companies.

Attachment(s):
1. Tree Preservation and Landscape Ordinance Update
2. Appendix X - Tree Grading Details

Fiscal Impact:

Proposed ordinance will require residential property owners to obtain a tree removal permit from the City.

Staff Recommendation:

Approval to move forward to the first public hearing.

Tree Preservation and Landscape Ordinance Updates

Key issues addressed

- Updated tree removal procedures
- New grading system for trees >4"
- Increased tree replacement ratios
- Existing Tree Removal Table can be removed or retained
- Added residential tree removal permits
- Start with tree surveys and conditions assessments before moving to site plans

Tree Classifications

Regulated trees – Any non-prohibited tree species that measures at least four inches DBH

Regulated palms – Any non-prohibited palm species that measures at least 10 feet of clear trunk height

Prohibited Species – All Category 1 species, including palms, as listed in the current Florida Invasive Species Council Invasive Plant List

Grand Trees

Grant Trees – Any tree from the Grand Trees Species List below that is at least 26 inches DBH and Grade 3 or greater on the Tree Grade Guidelines Sheet.

- Cypress (Taxodium spp.)
- Magnolia (Magnolia spp.)
- Pine (Pinus spp.)
- Sycamore (Platanus occidentalis)
- Elm (Ulmus spp.)
- Maple (Acer spp.)
- Red Cedar (Juniperus spp.)
- Hickory or Pecan (Carya spp.)
- Holly (Ilex spp.)
- Oak (Quercus spp.)
- Sweet Gum (Liquidambar styraciflua)

Tree Condition Rating System

Regulated trees – Any non-prohibited tree species that measures at least four inches DBH

Regulated palms – Any non-prohibited palm species that measures at least 10 feet of clear trunk height

Updated Tree Removal Process

- Tree removal permits required for any Regulated Tree regardless of condition
- Trees must be evaluated by a Certified Arborist
- For removal of Regulated Trees one of the following must be met:
    - Must pose a safety hazard
    - Be weakened or damaged by natural causes
    - Blocks a structural location, access point, surface water drainage or utility installation
    - In the best interest of the public

Residential Tree Removal Permits

Residential properties will now be required to submit an "Individual Tree Removal Permit" for any tree removals not associated with a development proposal.

If trees are causing, or at risk of causing property damage to the roof or foundation of a property then the removal permit fee is waived, and trees are not required to be replaced.

Any work by the Public Works Department is exempt from the requirements.

Tree Replacement Ratios and Fees

- Tree removal permits required for any Regulated Tree regardless of condition
- Trees must be evaluated by a Certified Arborist.
- Reduced replacement fee for homesteaded properties

Regulated Tree Replacement

DBH of Tree	Replacement Ratio	Inch per Inch Replacement Fee	Inch per Inch Replacement Fee for Homesteaded Properties
4" to 9"	1:1	$50.00	$25.00
10" to 19"	2:1	$100.00	$50.00
20" to 29"	4:1	$125.00	$70.00
30" +	5:1	$150.00	$100.00

Tree Replacement Ratios and Fees

- Grand Trees require more comprehensive protection
- Fees are elevated for Grand
- Size breakdowns of Grand Trees are more closely monitored
- Replacement ratio from Regulated Trees is used

Grand Tree Replacement Fees

DBH of Tree Removed	Inch per Inch Replacement Fee	Inch per Inch Replacement Fee for Homesteaded Properties
26" to 29"	$125.00	$70.00
30" to 39"	$150.00	$100.00
40" to 49"	$175.00	$125.00
50" to 59"	$200.00	$150.00
60" +	$225.00	$175.00

Tree Replacement Example

- Applicant is a resident living on their homestead that wants to remove a 50" Oak Tree from their property.
- Applicant could replace the tree or pay the Replacement Fee instead.

Grand Tree Removal Example

DBH of Tree Removed	Inch per Inch Replacement Fee for Homesteaded Properties	Number of Replacement Trees
50"	$7,500.00	10

Tree Replacement Example

- Applicant is a developer looking to build homes on a site that would require 147 trees to be removed to accommodate buildings and infrastructure.
- Applicant could replace all the trees, replace some of the tree and pay the Replacement Fee for the remaining value, or pay the Replacement Fee in full.
- Trees planted as part of an approved landscape plan count towards the required replacement trees.

Proposed Development Tree Removal Example

# of Trees Removed	Total DBH of all Trees Removed	Inch per Inch Replacement Fee	# of Replacement Trees
147	2,630"	$318,625.00	388

Replacement trees such as Live Oaks, Sweet Gum, Sycamore, or Red Maples of at least 4" caliper, 10' cost typically between $300 and $400 per tree. At $350 per tree the cost of all 388 replacement trees would be $135,800.

City Tree Trust Fund

Current Tree Trust Fund moneys:

- Purchase and replacement of trees
- Use of trained arborists for education regarding trees
- Enforcement of the Tree Preservation Ordinance

Updated Tree Trust Fund moneys:

- Purchase and replacement of trees
- Contract with arborists to review permits
- Use of trained arborists for educating Staff or the public
- Other services or programs deemed by the City Manager

Zephyrhills

Updates to Landscaping Code

Code of Ordinances Part 7.06.00

cma
chen moore and associates

Project Description and Background

Purpose

Update Landscaping Code (landscape and tree protection guidelines)

- Conform with industry best management practices.
- Conformance with other municipal ordinances.
- Better protect City's urban canopy.

Proposed Updates

Include Single family homeowners

In line with other municipal ordinances

Intent is to preserve and enhance canopy "City-Wide".

"Protected Trees" Definition

Change term to "Regulated Trees"

Change threshold from 6" to 4" (in line with other municipal ordinances)

cma
chen moore and associates

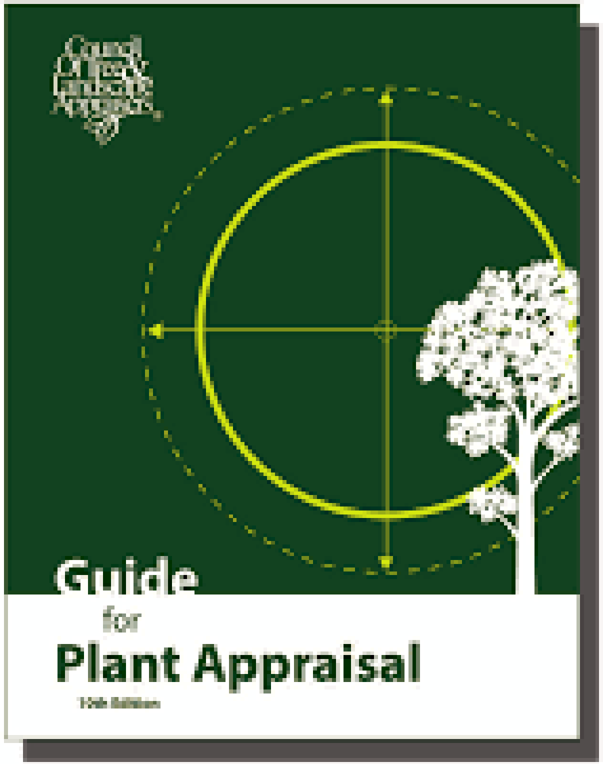
Proposed Updates

Grand Tree Calculations

- **Simplify** to just trunk diameter and condition ratings.
  - Eliminates arbitrary height and spread requirements
  - More emphasis on condition.
  - Added common species not on table.

Tree Condition Ratings

- Switch to industry standard for grading
  - *(Guide to Plant Appraisal*).
- Grade must be determined by an ISA Certified Arborist.



Proposed Updates

Modify “Nuisance Trees” Definition

Separate out Camphor Trees

Require 1:1 replacement for lager trees (26”+)

Will help maintain City-wide canopy when these mature trees are lost.

Proposed Updates

Tree Protection Zone

Update definition to protect canopy AND roots

Proposing Fines for “Tree Abuse”

No penalties for “prohibited acts” currently

Proposed fees are 50% of removal fees

Proposed Updates

Tree Pruning/Maintenance

Remove reference to outdated pruning practices

~~Thinning~~ → End Weight Reduction

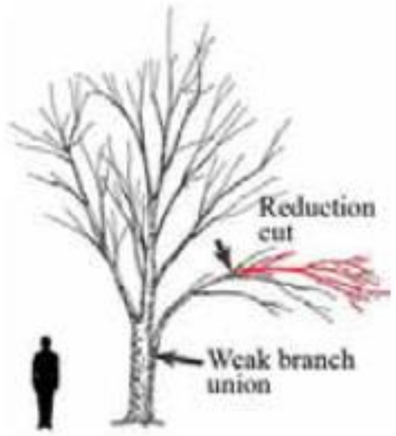
Root pruning specifications

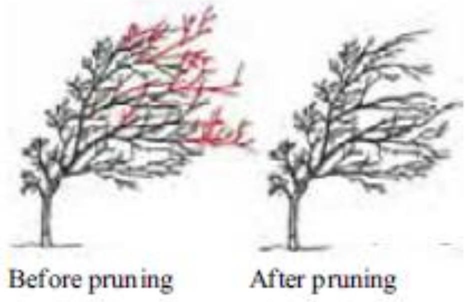
Promote strong tree structure prior to storms

Proposing Notification for Major Pruning on Grand Trees

Proposed notification/approval prior to major pruning on Grand Trees (on limbs >6" diameter)

ISA Certified Arborist required





Appendix X - Tree Grade Guidelines

Date:	
Permit Number:	
Site Address:	

Assigning Tree Grade

All regulated trees shall be assigned a grade, as determined by an ISA Certified Arborist, based on the table below. Justification and specific arboricultural language shall be provided to support the downgrade of any tree rated at or below a 3.

Condition Class*	Grade	Action
Excellent (81% to 100%)	5	Worthy of Preservation
Good (61% to 80%)	4	Worthy of Preservation
Fair (41% to 60%)	3	Worthy of Preservation
Poor (21% to 40%)	2	Removal may be Appropriate
Very Poor/Critical (6% to 20%)	1	Removal is Required
Dead (0% to 5%)	0	Removal is Required

Notes:
*Condition Class rating should be assigned using the methods outlined in the current edition of the Council of Tree and Landscape Appraisers *Guide for Plant Appraisal*, or equivalent.

Determining Grand Tree Status

In order for a tree to be evaluated for grand tree status it must first meet a minimum of 26" of DBH and be of a species included on the list below. A grade shall be assigned by a Certified Arborist, using the methods outlined above (see Assigning Tree Grade). A tree will meet grand tree status if a grade of at least 3 is determined.

- Cypress (*Taxodium* spp.)
- Elm (*Ulmus* spp.)
- Holly (*Ilex* spp.)
- Magnolia (*Magnolia* spp.)
- Maple (*Acer* spp.)
- Oak (*Quercus* spp.)
- Pine (*Pinus* spp.)
- Red Cedar (*Juniperus* spp.)
- Sweet Gum (*Liquidambar styraciflua*)
- Sycamore (*Platanus occidentalis*)
- Hickory or Pecan (*Carya* spp.)

Table 2: Grand Tree Replacement Fees

DBH Removed	Inch per Inch Tree Replacement Fee for Properties with Homestead Exemption for Ad Valorem Tax Purposes	Inch per Inch Tree Replacement Fee for all Other Properties
26" to 29"	$70.00	$125.00
30" to 39"	$100.00	$150.00
40" to 49"	$125.00	$175.00
50" to 59"	$150.00	$200.00
60" and greater	$175.00	$225.00

Grand Tree Mitigation Calculations

If a tree meets Grand Tree status and a removal permit is obtained, mitigation shall be determined in accordance with Section 7.06.05.09. Grand Tree Replacement shall be double the DBH of the removed grand tree, on an inch by DBH inch removed rate. Where a property cannot replace the number of trees as required by the Grand Tree Replacement, a payment based on the Inch per Inch Grand Tree Replacement Fee may be paid for the caliper inches remaining. Please note that palm trees do not contribute towards Grand Tree Replacement. Examples of Grand Tree Mitigation Calculations are provided below.

A tree is identified as over 26 inches in DBH:

1. Determine Grand Tree Status:

Species	DBH (in)	Height (ft)	Spread (ft)	Tree Grade
Live Oak (*Quercus virginiana*)	32	50	65	4

   Based on the information provided within the *blue highlighted rows* with the example tree table above, the tree meets grand tree requirements.

2. Calculate Grand Tree Replacement Requirements:
   a. Example of Full On-Site Mitigation
      i. DBH Removed = 32 in
      ii. *Grand Tree Replacement* = DBH * 2 = (32 * 2) = **64 inches of replacement trees are required.**
   b. Example of Partial On-Site Mitigation
      i. DBH Removed = 32 in
      ii. *Grand Tree Replacement* = DBH * 2 = (32 * 2) = **64 inches of replacement trees are required.**
      iii. Ten (4-inch caliper) replacement trees are installed, totaling **40 inches in caliper of replacement trees installed**.
      iv. *Remaining Grand Tree Replacement* = Grand Tree Replacement (in) – Installed Replacement Trees (in) = (64 – 40) = **24 caliper inches of replacement trees remain to be mitigated.**
      v. Refer to **Table 2: Grand Tree Replacement Fees** to determine the *Inch per Inch Tree Replacement Fee Rate* based on the size of the removed grand tree.
         1. DBH Removed = 32 in → *Pull Values from* **Table 2** → $100.00
         2. *Total Remaining Inch per Inch Tree Replacement Fee* = Grand Tree Replacement Caliper Inches Remaining * Inch per Inch Tree Replacement Fee Rate = (24 in * $100.00) = **$2400.00**