



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, March 23, 2026
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 — Nick Deford of the First Church of the Nazarene

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Amira Ali - Hurricane Shelter Feasibility, College Capstone Project.

1. TABLED ITEMS - PUBLIC HEARING

- 1.1 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment
RESOLUTION No. 866-26 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING

CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "

- A. Council Pulls Resolution No. 866-26 from the table
 - B. Council President opens Public Hearing
 - C. Council President closes Public Hearing
 - D. City Council considers Resolution No. 866-26
- 1. RESOLUTION 866-26 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment (38984087v1)
 - 2. RESOLUTION 866-26 - Exhibit A - Wire Ranch Hotels Conditional Use Approval 2026

2. CONSENT ITEMS

- 2.1 City Council Meeting Minutes - March 09, 2026
 - 1. 03.09.2026 CCM Minutes
- 2.2 Award of Bid to Flores Construction for Bus Stop Concrete Pads
 - 1. 2026.03.17 - Go Pasco Bus Stops - Contractor Recommendation
 - 2. 01 - Pricing Summary - 2026-001
- 2.3 Amendment 1 to SWFWMD Grant Agreement Q274 (**24-22-04**), Pasco Reclaimed Interconnect
 - 1. Q274 Amendment No. 1
 - 2. 41-22-09 22CF0003735 Agreement
- 2.4 Change Order No.1 to CWR Agreement No. **25-25-04** for Runway 1-19 Lighting
 - 1. CWR WLD_Zephyrhills Airport Runway 1-19 CO Final_Jacobs
 - 2. 2026 Runway 01 19 Change order C.W. Roberts

3. BUSINESS ITEMS

- 3.1 Postpone Ordinance No. 1514-26 (*Evaluation and Appraisal-Based Comprehensive Plan Amendments*)
 - 1. 26-00554P PUBLIC
- 3.2 Postpone Ordinance No. 1515-26 (*Zephyr Knolls FLU Classification*)
 - 1. 26-00555P PUBLIC

4. CITY MANAGER'S REPORT

- 4.1 Introduction of City of Zephyrhills PIO Intern Tembria Thompson

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.**

MAYOR 1

Amira Ali - Hurricane Shelter Feasibility, College Capstone Project.

Issue:

St. Petersburg College student Amira Ali will present the findings of her capstone research project to the City Council regarding the feasibility of a potential hurricane shelter option for City employees.

Background:

Ms. Ali is a student in the Public Policy & Administration Bachelor's Program at St. Petersburg College and is completing her graduating capstone project. Ms. Ali is also an employee of the Pinellas County Sheriff's Office and selected the City of Zephyrhills as the case study for her academic research.

As part of her research, Ms. Ali conducted a voluntary and anonymous survey of City employees to gather feedback regarding the feasibility of a potential hurricane shelter option for City personnel. The survey was conducted strictly for academic purposes and was not associated with any City policy initiative.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A

TABLED ITEMS - PUBLIC HEARING 1.1

Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment
RESOLUTION No. 866-26 " **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

- A. Council Pulls Resolution No. 866-26 from the table
- B. Council President opens Public Hearing
- C. Council President closes Public Hearing
- D. City Council considers Resolution No. 866-26

Issue:

Applicant is requesting a text amendment to a prior resolution for consideration of a change of a condition requiring the hotels to include a full-service restaurant. The condition is being amended to no longer require a full-service restaurant but still require breakfast / package foods to be available.

Background:

Attachment(s):

1. RESOLUTION 866-26 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment (38984087v1)
2. RESOLUTION 866-26 - Exhibit A - Wire Ranch Hotels Conditional Use Approval 2026

Fiscal Impact:

NA

Staff Recommendation:

Approval

RESOLUTION NO. 866-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 10, 2025, the City Council of the City of Zephyrhills adopted Resolution No. 847-25, approving a conditional use to exceed the height limitations of the C1 (Neighborhood Commercial) zoning district to allow an increase to a maximum height of forty-eight feet (48') on hotel buildings to be located on approximately 8.52 acres (MOL) of real property generally located on the east of US 301, and north of Kossik Road with the parcel ID no: 26-25-21-0000-00700-0000 (the "Subject Property"); and

WHEREAS, Resolution No. 847-25 was approved for the benefit of Wareco-Pasco I, LLC (the "Applicant"), and the Applicant's successors and/or assigns, and only for the use to construct two hotels with a maximum height of forty-eight feet (48') as specified within the application, subject to the conditions stated therein; and

WHEREAS, Resolution No. 847-25 provided that the conditional use was subject to, among other things, the additional conditions outlined on Exhibit "A" attached thereto; and

WHEREAS, the City Council now desires to amend Resolution No. 847-25 by modifying Exhibit "A" thereto; and

WHEREAS, the City Council has determined that such amendment is consistent with the Comprehensive Plan of the City of Zephyrhills, as amended, and the City of Zephyrhills Land Development Code.

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

- Section 1.** The foregoing recitals are incorporated herein by reference and made a part hereof.
- Section 2.** Exhibit "A" to Resolution No. 847-25 is hereby amended and replaced in its entirety with the revised Exhibit "A" attached hereto and incorporated herein by reference.
- Section 3.** Except as specifically amended hereby, all terms, conditions, and provisions of Resolution No. 847-25 shall remain in full force and effect. In the event of any conflict between the provisions of this Resolution No. 866-26 and Resolution No. 847-25, the provisions of this Resolution No. 866-26 shall control.
- Section 4.** The conditional use approved under Resolution No. 847-25 shall continue to run with the Subject Property and shall inure to the benefit of and be binding upon Wareco-Pasco I, LLC, as owner, and its successors and assigns, subject to the conditions as amended herein. All references to

"Applicant" herein shall mean Wareco-Pasco I, LLC and its successors and assigns.

Section 5. The City Council does hereby expressly find that the provisions of this Resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

Section 6. This Resolution No. 866-26 shall take effect immediately upon its adoption.

This Resolution No. 847-25 shall run with the subject property and shall inure to the benefit of and be binding upon Wareco-Pasco I, LLC., as owner, and its successors and assigns. All references to "applicant" herein shall mean Wareco-Pasco I, LLC. and its successors and assigns.

The foregoing Resolution No. 866-26 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of March 2026.

Attest:

Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Resolution No. 866-26 was approved by me this 9th day of March 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

Exhibit A
Conditions to Resolution 847-25

1. Any hotel to be constructed on the Property shall have, within the hotel building itself, [food service, including breakfast, and pre-packaged or pre-prepared food and meals available for purchase on site throughout the day and evening](#) ~~a full-service restaurant~~, along with conference/banquet facilities. Additionally, the following designed standards must be met:
 - a. Multiple exterior primary surface paint colors.
 - b. Architectural and design accoutrements and various construction to break up monotony of a standard construction.
 - c. Roofline elements to provide varying roofline for aesthetic appeal.
 - d. Building frontage architectural offsets to provide additional architectural design and details to for aesthetic appeal.
 - e. Covered portico drive thru entrance.
2. Any hotel to be constructed on the Property shall not exceed forty-eight feet (48') in height.
3. Pursuant to the proposed project plans provided with this application, the Property, along with the parcel adjoining the Property immediately to the east, ("Townhome Parcel") shall be accessed by a privately maintained access from US 301 (the "Access Parcel"). Such Access Parcel shall be privately constructed and maintained by the Property owner, and the Townhome Parcel owner, and shall be constructed and maintained to City standards. Coordination of the construction and maintenance shall be by private agreement.
4. The hotel project shall provide the appropriate agreements for construction and maintenance of the drainage and stormwater retention that will be shared with and located on the Townhome Parcel. The issuance of any permit for the Property is contingent upon the Property Owner providing City with the property agreements with Townhome Parcel for stormwater drainage and retention as well as agreements for the construction and maintenance of the stormwater facilities proposed to be shared with the Townhome Parcel.
5. Property Owner shall use its best efforts to preserve trees on the Property along US 301.
6. Provide a perimeter type C landscape buffer.
7. Property Owner will cooperate with the City to provide an area for a potential future walking trail along the eastern perimeter of the Property, if feasible, based on engineering and safety considerations.
8. [An extended-stay hotel which is designed for longer stays \(usually a week, month, or more\) shall not be permitted on the subject property.](#)

CONSENT ITEMS 2.1

City Council Meeting Minutes - March 09, 2026

Issue:

A regular City Council Meeting was held on March 09, 2026

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. 03.09.2026 CCM Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

Page 1 of 3

A Regular City Council Meeting was held on March 9, 2026 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 6:13 PM

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

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Building Official Calvin Switzer, Airport Manager Nathan Coleman, IT Director Mike Panak, Utilities Director John Bostic III, Wastewater Superintendent OJ Kurk, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Main Street Zephyrhills Director Antwon Gildon, Planning Director Todd Vande Berg, Principal Planner Rodney Corriveau, Historic Preservation Specialist/Community Planner Will McCaw, Finance Director Ted Beason, Public Information Officer Kevin Weiss and City Clerk Ricardo Quiñones.

The invocation was led by Principal Planner Rodney Corriveau, followed by the Pledge of Allegiance.

CITIZEN COMMENTS

Penny Wickstrom, 39146 Otis Allen Road, Lot 205, addressed Council regarding property damage and a claim submitted to the City exceeding \$100,000. City Manager Poe stated mitigation measures were implemented to prevent further gas intrusion and that the City's insurance carrier is in communication with the adjuster. City Attorney Matthew Maggard clarified that the City's insurance carrier denied the claim, stating the City is not liable for the damage, and noted that findings indicated a level of responsibility on the part of the homeowner. The City has requested the insurance carrier to take a second look at the claim.

Lucinda Lillacy, 39146 Otis Allen Road, Lot 196, spoke regarding long-term occupancy of her residence and observations related to the conditions of Ms. Wickstrom's residence.

1. CONSENT ITEMS

Steven Spina motioned to pull Item 1.4 for discussion. Seconded by Kenneth Burgess. Motion passed unanimously.

- 1.1 City Council Meeting Minutes - February 23, 2026
- 1.2 RCM Utilities Task Orders for Five (5) Lift Station Rehabilitations [41-25-13]
- 1.3 Bayer United Task Order - "C" Avenue Box Culvert Replacement - Design [41-25-18]
- 1.5 Amendment 3 to DEP Grant Agreement LPQ0029 (24-22-01), South 301 Wastewater Redevelopment

Kenneth Burgess motioned to approve consent items 1.1, 1.2, 1.3 & 1.5 as presented. Seconded by Lance Smith. Motion passed unanimously.

- 1.4 Amendment 3 to DEO Grant Agreement HL258 (24-24-03), Zephyr Park Improvements

Dr. Spina asked if the balance of the funds would be used for Alice Hall Community Center. City Manager Poe clarified that Alice Hall is not part of the agreement. Dr. Spina asked what the plans for Alice Hall are, CRA Director Gail Hamilton responded, the architect will be sending a task order for the design, which will be brought back to Council.

Steven Spina motioned to approve Consent Item 1.4. Seconded by Kenneth Burgess. Motion passed unanimously.

2. PUBLIC HEARING

- 2.1 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use Amendment
RESOLUTION No. 866-26 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS AMENDING THE APPROVAL OF A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 2625-21-0000-00700-0000 AS APPROVED IN RESOLUTION NO. 847-25; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "

City Attorney Matthew Maggard read Resolution No. 866-26 by title. The public hearing was opened and closed by Council President Proctor, with no comment from the floor. Mr. Maggard provided background on the request to amend previously approved conditional use allowing hotels to exceed height limitations within the C-1 zoning district. He explained that the amendment removes the requirement for a full-service restaurant and instead allows for limited food service within the

REGULAR CITY COUNCIL MEETING

hotel, while maintaining other conditions such as conference and banquet facilities and design standards.

Council raised concerns regarding references made at the February 23, 2026 meeting suggesting the project could function as an extended stay hotel. Council expressed the original intent of the conditional use was to support a higher-quality hotel product and the possibility of adding a condition prohibiting extended stay use in exchange for removing the full-service restaurant requirement.

City Attorney Maggard advised that any new conditions, including restrictions on extended stay use, would require coordination with the applicant and recommended tabling the item to allow for further negotiation and drafting of appropriate language.

Kenneth Burgess motioned to table Resolution No. 866-26. Seconded by Jodi Wilkeson. Motion passed unanimously.

3. BUSINESS ITEMS

3.1 Increase in Historic Preservation Grant from \$5K to \$7.5K

Historic Preservation Specialist Will McCaw presented a request to increase the grant amount from \$5,000 to \$7,500 and to include improvements to include roofs. It was noted that homestead status is not required.

Jodi Wilkeson motioned to increase the Historic Preservation Grant from \$5K to \$7.5K. Seconded by Kenneth Burgess. Motion passed unanimously.

3.2 Kimley Horn Work Order Approval for KH26-176 Go Pasco Zephyrhills Bus Stops Phase 2. Work order amount \$47,820.

Principal Planner Rodney Corriveau explained that the City will be responsible for the concrete slab, while GoPasco will construct vertical elements. Coordination will occur with Planning, Public Works, and the Public Information Office for design elements, including color schemes. Staff clarified that the current phase includes three bus stops and future installations will be completed in similar phases moving forward.

Steven Spina motioned to Kimley-Horn work order KH26-176. Seconded by Lance Smith. Motion passed unanimously.

4. UTILITIES DIRECTOR'S REPORT

4.1 Change Order Request for (41-25-27) HST for Additional Work for the Meter Replacement Project

Utilities Director John Bostic presented a change order request to include additional valve replacements. Council inquired whether residents would be assessed for the additional cost. Mr. Bostic clarified that no assessments will be collected from residents to cover the additional costs associated with the change order.

Steven Spina motioned to approve the change order. Seconded by Kenneth Burgess. Motion passed unanimously.

5. CITY MANAGER'S REPORT

5.1 Industrial Corridor Video

City Manager Poe presented the Zephyrhills Industrial Corridor video produced by JL Video. Public Information Officer Kevin Weiss reported the video received positive feedback, including recognition from Bauducco leadership. Discussion noted that there are opportunities to expand this initiative by producing similar promotional videos for additional businesses and coordinating the use of raw footage for future content.

5.2 Founders Day Parade scheduled for March 28th, 2026 from 11am-6pm will require approval to make downtown 5th ave a designated wetzone. The guest will be able to purchase the alcohol from the bars downtown.

City Manager Poe presented a request from Main Street Zephyrhills to temporarily designate the downtown area as a wet zone.

Jodi Wilkeson motioned to approve the proposed wetzone on Founders Day. Seconded by Lance Smith. Motion passed unanimously.

MAYOR ANNOUNCEMENTS

Mayor Monson requested Council consideration to allow Mayor's Youth Council members to qualify for the City's scholarship program available to Zephyrhills High School students. Council provided consensus that Youth Council members, as Zephyrhills residents participating in City programs, should be eligible for scholarship consideration.

REGULAR CITY COUNCIL MEETING

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CITY MANAGER ANNOUNCEMENTS

City Manager Poe expressed condolences to Building Official Calvin Switzer on the passing of his father.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Maggard offered condolences to Calvin Switzer. Mr. Maggard noted that prior statements referenced by Jones Edmunds may not be legally defensible. He also recognized City Manager Poe's 50th birthday.

CITY COUNCIL COMMENTS

Kenneth Burgess, expressed condolences regarding the passing of Building Official Calvin Switzer's father, noting that he had recently visited with him that he appeared to be in stable condition at that time. He also extended birthday wishes to City Manager Billy Poe.

Steven Spina, requested an update on FEMA reimbursements. Finance Director Ted Beason confirmed that FEMA reimbursements total \$363,000 to date, with additional obligated funds forthcoming. Total FEMA reimbursements are expected to be capped at approximately \$450,000. Mr. Beason attributed the success of the reimbursements to consultants Carlisle Thompson. Dr. Spina requested that a City Council budget workshop be scheduled in April to discuss priorities for the upcoming fiscal year. He also raised concerns regarding recent pedestrian fatalities and inquired about potential safety improvements such as lighting, crosswalks, and coordination with County and State agencies where applicable. Additionally, Dr. Spina requested updates on the sanitation rate study and recycling program. Public Works Director Shane LeBlanc confirmed that sanitation and stormwater rate studies are ongoing and the recycling program implementation is in progress, with initial distribution focused on current customers.

Jodi Wilkeson, commended Public Works for recent improvements to the Depot Museum, noting positive community feedback regarding the flooring, painting, and restroom conditions. She also extended birthday wishes to City Manager Poe. Wilkeson inquired about the consistency and durability of playground amenities, including benches and trash receptacles, and emphasized the importance of coordinating product selection with Public Works. She also requested an update on the park signage program. CRA Director Gail Hamilton confirmed that a citywide park signage program is in progress, with installation anticipated by the end of May. She clarified that signage will be scaled appropriately to each park rather than using a uniform design. Discussion followed addressing temporary placement of existing park amenities at Veterans Park pending completion of a master plan, as well as the availability of restroom facilities. Public Works Director Shane LeBlanc confirmed that restroom improvements at Depot Park are underway, including door repairs and installation of timed locks, with completion anticipated in approximately 60 days. Wilkeson also shared positive feedback from residents regarding improvements at Gunner Paw Park and requested assistance from the community to use their golf carts in support of Daybreak Rotary in the Founders Day Parade.

Lance Smith, expressed condolences to Building Official Calvin Switzer on the passing of his father and encouraged Council and Staff to check in on him during this time. He also extended birthday wishes to City Manager Poe. Smith noted that City parks are heavily utilized and well received by the community, commending staff for their efforts and the positive impact of recent improvements. Smith emphasized that Council is supportive of identifying any feasible options to assist the two affected Waters Edge residents, including exploring ways to expedite or supplement financial relief efforts.

Charles Proctor, expressed condolences to Building Official Calvin Switzer and his whole family.

6. NOTED ITEMS

- 6.1 RCM Task Order - 8" Forcemain Repipe [41-25-13]
- 6.2 RCM Task Order - Lift Station 37 Vent Core [41-25-13]

ADJOURN 7:21 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 2.2

Award of Bid to Flores Construction for Bus Stop Concrete Pads

Issue:

City Council approval of a contract award for the construction of bus stop concrete pads and associated improvements as part of Solicitation 2026-001. This project is part of the City's ongoing "Sense of Place" initiative and is being implemented through a collaborative partnership between GoPasco and the City.

Background:

The City issued Solicitation 2026-001 seeking qualified contractors to construct ADA-compliant bus stop concrete pads and associated improvements at designated locations within the City.

Prior to bidding, the City's engineering consultant, Kimley-Horn, provided a pre-bid construction cost estimate for the project. The estimate for labor and materials associated with the work was approximately \$92,000.

The solicitation was publicly advertised through the City's OpenGov procurement portal and responses were received from three vendors. The bid totals were as follows:

- Flores Construction – \$95,119.75
- Harbour Construction – \$152,531.50
- Green Loop Construction – \$242,979.00

The pricing submitted by Flores Construction is approximately 37.6% lower than Harbour Construction and 60.9% lower than Green Loop Construction. However, the Flores Construction bid is closely aligned with the engineer's estimate, differing by approximately 2.6%.

Staff reviewed the submissions for responsiveness and responsibility in accordance with the requirements of the solicitation and determined that all three vendors met the solicitation requirements. In accordance with the solicitation, the contract is recommended for award to the lowest responsive and responsible bidder.

Attachment(s):

1. 2026.03.17 - Go Pasco Bus Stops - Contractor Recommendation
2. 01 - Pricing Summary - 2026-001

Fiscal Impact:

Funds are available for this project. Project costs will be charged to Streets (account 10014100-534000).

Staff Recommendation:

Staff recommends that City Council approve the award of Solicitation 2026-001 to Flores Construction. As a reminder, once the City completes construction of the pads, GoPasco will be responsible for the vertical elements of the stop, including the bus shelter, bench(es), and trash receptacle. The City’s PIO will coordinate with GoPasco to implement the City’s unique color scheme and design motif for the shelter.



March 17, 2026

Evan Markewich | MPA, BA, CTAJ
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: *Go Pasco Bus Stops for City of Zephyrhills Subcontractor / Vendor*

Dear Mr. Markewich,

This letter is to recommend Flores Construction as the selected contractor for Go Pasco Bus Stops for City of Zephyrhills. We believe that the construction of these bus stops requires a high level of skill and experience, along with strong attention to detail. These requirements are due to the small space available at site locations which requires accurate fabrication from the Civil plans. Custom design elements include three bus stop concrete pads, each to be graded to fit tight site constraints and to not impact drainage patterns, mid-sized prefabricated structures, and the consistent placement of features within each bus stop to ensure uniformity across all locations.

After discussion with the internal team, KH, and the City staff, we believe that Flores Construction has the capability to meet the needs for the City of Zephyrhills.

We recommend that Flores Construction be selected to fully implement the bus stops.

With Kimley-Horn, you should expect more and will experience better. Please contact me at (727) 551-4080 or dustin.ballard@kimley-horn.com should you have any comments or need additional clarification.

Sincerely,
Dustin Ballard, P.E.
Project Manager

Bid Totals

\$95,119.75	Flores Construction
\$152,531.50	Harbour Construction
\$242,979.00	Green Loop Construction

Site 1: Culver's – US 301 northbound at County Road 54

Line Item	Description	Quantity	Unit of Measure	Flores Construction		Green Loop Construction		Harbour Contracting	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	Project Start Up Expenses, Construction Yard, Storage Containers, Temporary Fencing, Deliver all materials, Project Management	1	LS	\$6,500.00	\$6,500.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
2	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
3	Grading (General grading of bus stop) negligible cut/fill required. Square footage of extents for grading provided	245	SF	\$10.00	\$2,450.00	\$25.00	\$6,125.00	\$15.00	\$3,675.00
4	18" Compacted Stabilized Subgrade for Bus Stop	200	SF	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
5	6" thick PCC Surface Course for Bus Stop Pad	200	SF	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$40.00	\$8,000.00
6	Contingency 10%	1	N/A	\$1,845.00	\$1,845.00	\$4,992.50	\$4,992.50	\$3,467.50	\$3,467.50
	Total				\$20,295.00		\$54,917.50		\$38,142.50

Site 2: Golden Corral – US 301 southbound at Daugherty Road

Line Item	Description	Quantity	Unit of Measure	Flores Construction		Green Loop Construction		Harbour Contracting	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Project Start Up Expenses, Construction Yard, Storage	1	LS	\$6,500.00	\$6,500.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
2	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
3	Concrete Removal	182	SF	\$10.00	\$1,820.00	\$25.00	\$4,550.00	\$10.00	\$1,820.00
4	Grading (General grading of bus stop) negligible cut/	704	SF	\$10.00	\$7,040.00	\$25.00	\$17,600.00	\$5.00	\$3,520.00
5	18" Compacted Stabilized Subgrade for Bus Stop Pac	200	SF	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$10.00	\$2,000.00
6	6" thick PCC Surface Course for Bus Stop Pad	200	SF	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00
7	Type E Curb	42	LF	\$25.00	\$1,050.00	\$55.00	\$2,310.00	\$100.00	\$4,200.00
8	4" thick PCC Sidewalk (3,000 PSI Mix) 3" thick Crushed Stone for Sidewalk	80	SF	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$20.00	\$1,600.00
9		80	SF	\$10.00	\$800.00	\$10.00	\$800.00	\$15.00	\$1,200.00
10	Contingency 10%	1	N/A	\$2,791.00	\$2,791.00	\$7,026.00	\$7,026.00	\$3,934.00	\$3,934.00
	Total				\$30,701.00		\$77,286.00		\$43,274.00

Site 3: 20th Street northbound at North Avenue

Line Item	Description	Quantity	Unit of Measure	Flores Construction		Green Loop Construction		Harbour Contracting	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	Project Start Up Expenses, Construction Yard, Storage Containers, Temporary Fencing, Deliver all materials, Project Management	1	LS	\$6,500.00	\$6,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
2	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
3	Grading (General grading of bus stop) Square footage of extents for grading provided	1070	SF	\$10.00	\$10,700.00	\$25.00	\$26,750.00	\$5.00	\$5,350.00
4	Fill	13.5	CY	\$75.00	\$1,012.50	\$400.00	\$5,400.00	\$50.00	\$675.00
5	18" Compacted Stabilized Subgrade for Bus Stop	200	SF	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$10.00	\$2,000.00
6	6" thick PCC Surface Course for Bus Stop Pad	200	SF	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00
7	Type E Curb	26	LF	\$25.00	\$650.00	\$55.00	\$1,430.00	\$100.00	\$2,600.00
8	Type D Curb	55	LF	\$25.00	\$1,375.00	\$150.00	\$8,250.00	\$100.00	\$5,500.00
9	4" thick PCC Sidewalk (3,000 PSI Mix)	415	SF	\$15.00	\$6,225.00	\$15.00	\$6,225.00	\$20.00	\$8,300.00
10	3" thick Crushed Stone for Sidewalk	415	SF	\$10.00	\$4,150.00	\$10.00	\$4,150.00	\$15.00	\$6,225.00
11	Contingency 10%	1	N/A	\$4,011.25	\$4,011.25	\$10,070.50	\$10,070.50	\$6,465.00	\$6,465.00
	Total				\$44,123.75		\$110,775.50		\$71,115.00

CONSENT ITEMS 2.3

Amendment 1 to SWFWMD Grant Agreement Q274 (24-22-04), Pasco Reclaimed Interconnect

Issue:

Amendment 1 to SWFWMD Grant Agreement Q274, Pasco Reclaimed Interconnect

Background:

The City was awarded \$880,000 through the Southwest Florida Water Management District (SWFWMD) in 2022 (Agreement No. Q274). Grant amendment #1 will extend the grant from December 31, 2025 to December 31, 2027 to allow sufficient time to complete the project. It will also recategorize the project budget as shown below to maximize our grant reimbursement.

DESCRIPTION	ORIGINAL CONTRACT	AMENDMENT NO. 1
Design and Permitting	\$132,000	\$97,651
Construction	\$704,000	\$737,354
Construction Engineering & Inspection (CEI)	\$17,600	\$39,595
GIS. As-Built Survey, Record Drawings & Certificate of Substantial Completion	\$26,400	\$5,400
Total	\$880,000	\$880,000

Attachment(s):

1. Q274 Amendment No. 1
2. 41-22-09 22CF0003735 Agreement

Fiscal Impact:

\$880,000 SWFWMD.

Staff Recommendation:

Staff recommends approval of Amendment No. 1 to Q274.

**AMENDMENT NO. 1
AND REINSTATED AGREEMENT
TO COOPERATIVE FUNDING AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ZEPHYRHILLS**

THIS AMENDMENT, effective December 31, 2025 by and between the Southwest Florida Water Management District (District) and the City of Zephyrhills (Cooperator).

WHEREAS, the District and the Cooperator entered into an agreement for the Zephyrhills to Pasco County Reclaimed Water Interconnect (Q274) effective October 1, 2021 (Agreement No. 22CF0003735), that expired on December 31, 2025, hereinafter referred to as the "Existing Agreement"; and

WHEREAS, the parties wish to amend the Existing Agreement to extend the contract period and modify the Project Schedule, modify the Project Budget, and update contract language applicable to the District's cooperatively funded projects.

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

1. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Cooperative Funding Initiative Project Agreement is hereby amended to extend the expiration date of December 31, 2025 to December 31, 2027.
3. The Cooperative Funding Initiative Project Agreement is hereby amended to extend the O&M expiration date of December 31, 2045 to December 31, 2047.
4. Subparagraph 5.1 of Exhibit A is hereby replaced in its entirety with the following:

The anticipated total cost of the Project is identified in the CFI Project Agreement (Initial Board-Approved Project Amount). The District's maximum funding amount is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

5. Subparagraph 5.2 of Exhibit A is hereby replaced in its entirety with the following:

The Cooperator's funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be

used to cover Project cost increases. Should those state or federal appropriations, or grant monies, exceed Project cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state and federal appropriations, or grant monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

6. Subparagraph 5.3 of Exhibit A is hereby replaced in its entirety with the following:

Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonable and necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percent of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.

7. Subparagraph 7.2 of Exhibit A is hereby replaced in its entirety with the following:

Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 22CF0003735) are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is \$1,760,000. The Cooperator expects the total Project cost to be ____. The Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 5.2: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and

funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase.”

8. Paragraph 18 of Exhibit A is hereby amended to delete Subparagraphs 18.1 and 18.2.
9. The Project Schedule section set forth in Exhibit C is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE DATE	COMPLETE DATE
Design and Permitting	10/01/2022	06/01/2025
Construction	09/01/2025	04/30/2027
Construction Engineering & Inspection (CEI)	09/01/2025	04/30/2027
GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion	04/30/2027	09/30/2027

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

10. The Project Budget section set forth in Exhibit C is hereby replaced in its entirety with the following:

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Design and Permitting	\$97,651	\$97,651	\$195,302
Construction	\$737,354	\$737,354	\$1,474,708
Construction Engineering & Inspection (CEI)	\$39,595	\$39,595	\$79,190
GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion	\$5,400	\$5,400	\$10,800
TOTAL	\$880,000	\$880,000	\$1,760,000

Reimbursement for expenditure of contingency funds is contingent upon District approval in accordance with the Funding Paragraph in the Agreement. The Cooperator must complete one Cooperative Funding Construction Contingency Justification form, attached to this Agreement, per contingency line item requested for District reimbursement.

11. All other terms, covenants and conditions of the Existing Agreement remain in effect. If and to the extent that any inconsistency may appear between the Existing Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Amendment on the date and year set forth next to their signatures below.

Southwest Florida Water Management District

By: _____

Name: _____ Date: _____

Title: _____

City of Zephyrhills

By: _____

Name: _____ Date: _____

Title: _____

AMENDMENT NO. 1
AND REINSTATED AGREEMENT
TO COOPERATIVE FUNDING AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ZEPHYRHILLS

Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

Project Information

Cooperator Name:	<u>City of Zephyrhills</u>
Cooperator Address:	<u>5335 8th Street</u>
	<u>Zephyrhills, Florida 33542</u>
Project Number:	<u>Q274</u>
Project Name:	<u>Zephyrhills to Pasco County Reclaimed Water Interconnect</u>
Entity Type:	<u>Public</u>
Project Description:	<u>The Project includes design, permitting and construction of approximately 10,000 feet of reclaimed water transmission, a 1 mgd booster pump station and other necessary appurtenances to interconnect the Cooperator's reclaimed water system to Pasco County's reclaimed water system to meet diurnal and seasonal County reclaimed water demands.</u>
Electronic Signature:	<u>Yes</u>

Funding/Agreement Information

Effective Date:	<u>10/1/2021</u>	Expiration Date:	<u>12/31/2025</u>
Type/Risk Level (1-3):	<u>Type 2</u>	O&M Expiration Date:	<u>12/31/2045</u>
Anticipated Total Project Cost:	<u>\$1,760,000</u>	Multi-Year Funded Project:	<u>No</u>
District's Maximum Share:	<u>\$880,000</u>	Funding Approved:	<u>FY: 2022 \$880,000</u>
		District Funding:	<u>50%</u>
State Funding:	<u>No</u>	CSFA #:	<u> </u> Title: <u> </u>
Federal Funding:	<u>No</u>	CFDA #:	<u> </u> Title: <u> </u>
Cooperator's Total Share:	<u>\$880,000</u>	Land Acquisition Cost:	<u>No</u>
Third Party Review:	<u>No</u>	Conservation Easement:	<u>No</u>

Party Contacts

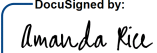
District Contract Manager	
Name:	<u>Joe Quinn, Water Supply Project Manager</u>
Address:	<u>2379 Broad Street</u>
	<u>Brooksville, Florida 34604</u>
Phone:	<u>1-800-423-1476 x4421</u>
Email:	<u>joe.quinn@swfwmd.state.fl.us</u>
Cooperator Project Manager	
Name:	<u>John Bostic</u>
Address:	<u>5335 8th Street</u>
	<u>Zephyrhills, Florida 33542</u>
Phone:	<u>813-780-0008</u>
Email:	<u>jbostic@ci.zephyrhills.fl.us</u>

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:


X	Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
X	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)
	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only})
	Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)
X	Exhibit C - Project Plan
	Exhibit D - State Funding Terms and Conditions
	Exhibit E - Federal Funding Terms and Conditions
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Additional Exhibits (if necessary)
X	Attachment 1 - Contingency Funds Justification Form
X	Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form
	Attachment 3 - Sample Conservation Easement
X	Attachment 4 - Cooperative Funding Agreement Checklist

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.


Southwest Florida Water Management District

By: 
DocuSigned by: Amanda Rice
ABDAF9C82EBF43D...
 Name: Amanda Rice Date: 02/02/2022
 Title: Assistant Executive Director

City of Zephyrhills

By: 
DocuSigned by: W. Alan Knight, Council President
7736A19CF4645D...
 Name: w. Alan knight, Council President Date: 01/27/2022
 Title: Council President

Attest:

By: 
DocuSigned by: Lori Hillman
427A571ED489440
 City Clerk

Approved as to Form and Content:

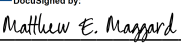
By: 
DocuSigned by: Matthew E. Maggard
F942012E817B415
 City Attorney (Designee)

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total Project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.
3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.
4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.
5. Funding.
 - 5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

- 5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.
 - 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
 - 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
 - 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
 - 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
 - 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
 - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.
6. Funding Contingency.
 The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. The District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and

payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.

7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures."

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

"The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively."

7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.

7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.

7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not

reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District's Assistant Executive Director. The District's Assistant Executive Director in consultation with the District's Office of General Counsel will issue the District's final determination. The Cooperator's continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending

March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

- 11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.
 - 11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.
 - 11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.
12. Risk, Liability, and Indemnity.
- 12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.
 - 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
 - 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
 - 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
 - 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
13. Default.
- A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the

defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This

Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

The remainder of this page intentionally left blank.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Construction – Reclaimed Water

1. Project Funding.

- 1.1. The District Governing Board approved the funding of the Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.
- 1.2. The District shall not reimburse the Cooperator for any costs under this Agreement until
 - a) the notice to proceed with construction has been issued to the Cooperator's contractor; unless the Project Plan requires the District to perform a third-party review, in which case the District shall reimburse the Cooperator for the 30% design package costs subject to Subparagraph 5.7 in Exhibit A, and shall not reimburse the Cooperator for any post-30% design work until the notice to proceed with construction has been issued; and
 - b) the related wastewater treatment facility is constructed and operational and, if the proposed user of the reclaimed water is a newly proposed development, until the development is fully permitted and under construction.

2. Repayment.

- 2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement, except for the 30% design package costs if a third-party review was performed by the District, if:
 - a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement;
 - b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project;
 - c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines;
 - d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project;
 - e) the Project is used for compensatory water quality treatment or mitigation or water use permitting withdrawal credits in violation of this Agreement; or
 - f) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including the O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.
- 2.3. If the Cooperator is obligated to repay the District, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.
- 2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Operation and Maintenance.

The Cooperator shall operate and maintain the reclaimed water infrastructure related to the Project for at least 20 consecutive years (O&M Period) beginning 5 years after Project completion in such a manner that the Project's resource benefits are achieved, except for adverse short-term conditions beyond the control of the Cooperator, as determined by the District in its sole discretion. The Cooperator shall provide written notice to the District of the existence of adverse short-term conditions and the Cooperator's plan of action to overcome the conditions. The District's Contract Manager will evaluate and determine the Cooperator's compliance with this Paragraph as part of the District required "Annual Reclaimed Water Supplier Report" evaluation. If the Project is not operated and maintained in such a manner that the Project's resource benefits are achieved, the Cooperator shall repay the District the percentage of District monies contributed to the Project equivalent to the percentage of the Project benefits not utilized, as determined by the District in its sole discretion. If the Cooperator ceases to operate and maintain the Project, the Cooperator shall repay the District, a pro-rated payment equivalent to the percentage of the total District monies contributed to the Project for the Project benefits not achieved. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

3.1. Within 30 days of Project completion, or as extended by the District in writing, the Cooperator shall provide the District with construction record drawings, signed and sealed by a professional engineer, certifying the Measurable Benefit is capable of being achieved within the timeframe required by this Agreement. The Cooperator shall provide the District with an operation and maintenance plan that provides reasonable assurance that the Project will be operated and maintained as required by this Agreement. Every 2 years during the O&M Period, the Cooperator shall generate a report describing the operation and maintenance activities that took place during the reporting period and certifying that the required resource benefits have been achieved. The Cooperator's obligation to generate and maintain such reports throughout the O&M Period.

3.2. The District retains the right to audit any certification and, if requested by the District, the Cooperator shall provide documentation to support its certification that the required resource benefits have been achieved.

3.3. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

4. Design Submittal.

The Cooperator shall provide the District with the final design drawings, signed and sealed by a professional engineer, including supporting documentation. The District shall provide written notice to the Cooperator within 30 days of receipt of the design submittal advising if it appears to meet the requirements of this Agreement. The District's acceptance of the design submittal shall not be construed as an approval of the design, or the architectural, engineering, mechanical, electrical, or other components of the construction bid documents, or that such documents are in compliance with applicable rules, regulations or law, including the District's.

5. Supplier Report.

5.1. The Cooperator shall provide the District with an "Annual Reclaimed Water Supplier Report" showing the reuse flow and customer information for the Cooperator's entire reclaimed water system. The reporting period will be October 1st through September 30th and the report shall be submitted by April 1st of the calendar year following the fiscal year period. The Annual Reclaimed Water Supplier Report form is available from the District's Contract Manager. The Cooperator shall obtain the District's approval of the report before the report is finalized. The District will not unreasonably withhold its

approval. This Subparagraph shall survive the expiration or termination of this Agreement.

- 5.2. Reclaimed water infrastructure and facility location information shall be delivered to the District as one ESRI Geodatabase that contains the three feature classes and characteristics identified in the District's Reclaimed Water GIS Standards, which is available from the District's Contract Manager. The Cooperator shall obtain the District's approval of the GIS submission before the submission is finalized, and the District will not unreasonably withhold its approval.

6. Compensatory Treatment Mitigation.

The Project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The Project shall not be used for water use permitting withdrawal credits. The Project can be used for self-mitigation due to impacts specifically associated with the construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.

7. Additional Clauses. *Checked paragraphs apply.*

Signage.

The Cooperator shall provide signage at the Project site that recognizes the District's funding for the Project. All signage must receive the District's written approval as to form, content and location, and must be in accordance with local sign ordinances.

Water Rate Structures.

The Cooperator shall adopt rate structures for water customers in the Cooperator's service area that will promote the conservation of water and the use of alternative water supplies. The Cooperator shall provide a copy of such rate structures to the District prior to the submission of the Cooperator's first invoice. The Cooperator shall implement the rate structures within 1 year of Project completion. This Paragraph shall survive the expiration or termination of this Agreement.

Single-Family Residential Requirements.

Prior to the submission of the Cooperator's first invoice, the Cooperator shall provide written documentation that evidences the following:

- a. Adoption of an ordinance requiring dual distribution (potable and reclaimed) lines in new developments within its reclaimed water service area, and provide for the necessary enforcement.
- b. Adoption of an ordinance requiring residential reclaimed water customers to meter their reclaimed water use and to take measures to promote the efficient use of reclaimed water for aesthetic landscape irrigation, and provide for the necessary enforcement. A minimum of a subdivision level master meter is required. The ordinance must result in at least a 50% offset efficiency of groundwater, surface water, and/or potable water supplies used for irrigation.
- c. Adoption of a policy guaranteeing full connection of the customer accounts in the Project's service area to the reclaimed water system within 5 years of Project completion. Additionally, the policy must guarantee a rate of connection of at least 50% of the customer accounts in the Project's service area to the reclaimed water system within 1 year of Project completion for existing homes or within 3 years for developments under construction.
- d. The initiation of installation of reclaimed water meters for customers within the Project's service area. A minimum of 1 master meter per subdivision is required. The Cooperator shall maintain the meter(s) and record reclaimed water usage through the meter(s) throughout the O&M Period.
- e. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

- Non-Residential/Commercial Requirements.
Prior to the submission of the Cooperator's first invoice, the Cooperator shall provide written documentation that evidences the initiation of installation of reclaimed water meters for the non-residential/commercial customers identified in the Project Plan. The Cooperator shall maintain the meters and record reclaimed water usage through the meters throughout the O&M Period. This Paragraph shall survive the expiration or termination of this Agreement.
8. Education Program. *Checked paragraph applies.*
- The Cooperator shall continue its previously approved customer education program promoting the efficient use and conservation of reclaimed water. The Cooperator must obtain the District's approval of any modifications to the education program material prior to implementing the modified program. The District will not unreasonably withhold its approval.
- The Cooperator shall implement its customer education program promoting the efficient use and conservation of reclaimed water. The Cooperator must obtain the District's approval of the education program material prior to program implementation. The District will not unreasonably withhold its approval. The District shall not reimburse the Cooperator until the Cooperator's education program is implemented.
9. 20-Year Customer Commitment Agreement. *Checked paragraphs apply.*
- The Cooperator shall obtain written agreements with the single-family residential reclaimed water customers in the Project's service area that results in at least 50% of the Project benefits, under normal operating conditions, being achieved within 1 year of Project completion for existing homes or within 3 years for developments under construction. The Cooperator shall not initiate construction of the Project until it provides written notice to the District that the agreements have been secured. The agreements must include, at a minimum, the term of agreement, quantities to be supplied, rates, fees and seasonal availability. For developments under construction such agreements may be with the development owner. This Paragraph shall survive the expiration or termination of this Agreement.
- The Cooperator shall secure written agreements with non-residential/commercial customers in the Project's service area that ensures the Project benefits are achieved throughout the O&M Period. The Cooperator shall ensure said customers will provide the Project's proposed benefits to existing or planned, potable, groundwater or surface water withdrawals, under normal operating conditions. The Cooperator shall not initiate construction of the Project until it provides written notice to the District that the agreements have been secured and shall be provided to the District's Contract Manager prior to initiating construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.
- Project Deliverables.
The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:
- 15 days of receipt.
 30 days of receipt.
- The Cooperator shall provide a written response to the District's questions and concerns within:
- 10 days of receipt.
 20 days of receipt.

- Florida Single Audit Act.
Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211, Ext. 4104
GrantsAccounting@watermatters.org

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

The remainder of this page intentionally left blank.

**EXHIBIT C
PROJECT PLAN**

PROJECT DESCRIPTION

The Project is for the design, permitting, and construction of approximately 10,000 feet of reclaimed water transmission, a 1.0 mgd booster pump station and other necessary appurtenances to interconnect the Cooperator's reclaimed water system to Pasco County's reclaimed water system to meet diurnal and seasonal County reclaimed water demands. The Project will enable the supply of reclaimed water to future customers in the Northern Tampa Bay Water Use Caution Area (NTBWUCA). The general location of the Project is shown on the attached map Figure 1.

MEASURABLE BENEFIT

Design, permitting, and construction of a reclaimed water interconnect and booster pump station that will enable the Cooperator to supply reclaimed water to Pasco County for future customers that will enable future water savings in the Northern Tampa Bay Water Use Caution Area (NTBWUCA). Construction will be done in accordance with the permitted plans.

PROJECT TASKS

Key tasks to be performed by the Cooperator:

1. **DESIGN** – The Cooperator shall provide the necessary services such as survey, geotechnical services, and engineering services to develop design drawings and technical specifications for construction.
2. **PERMITTING** – The Cooperator shall prepare and submit all necessary permit applications and obtain necessary approvals to complete interconnection between Cooperator and Pasco County (including all interlocal agreements).
3. **BIDDING AND CONTRACT AWARD** – The Cooperator shall procure a contractor to implement the Project based on the final design drawings and approved permits. The Cooperator shall identify those bid items for which reimbursement will be requested from the District.
4. **CONSTRUCTION** – The Cooperator shall construct the Project in conformance with the final design drawings, specifications and approved permits.
5. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The Cooperator shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The Cooperator shall provide the District with inspection documents and photographs.
6. **GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION** – The Cooperator shall obtain and provide to the District GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the Cooperator, contractor, and professional engineer.
7. **OPERATION AND MAINTENANCE** – The Cooperator shall provide for the operation and maintenance of the completed Project to ensure the Project functions fully to its proposed flow and benefit, as described in this Agreement, in accordance with the Operation and

Maintenance Paragraph of this Agreement. The Cooperator shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the Project components.

8. EDUCATION PROGRAM – The Cooperator shall comply with the Education Program Paragraph of this Agreement. The Cooperator’s program will, at a minimum, provide education on the Cooperator’s website with a link to the District’s reclaimed water web site. The Cooperator will also provide education to the public through brochures and educational materials that will be disseminated at locations heavily frequented by the general public.

DELIVERABLES

All deliverables to be submitted in electronic format unless otherwise indicated:

- Final design drawings
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of the construction task
- Construction inspection reports upon request
- Certificate of Substantial Completion
- Executed Interlocal Agreement
- Reclaimed water GIS Data, As-Built Survey, Record Drawings
- Annual Reclaimed Water Supplier Report
- Operation and Maintenance Plan
- Certification of installation of meters

DELIVERABLES FOR DISTRICT COMMENT

- Final design drawings
- Construction inspection reports
- Annual Reclaimed Water Supplier Report
- Operation and Maintenance Plan

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Design and Permitting	10/01/2021	12/01/2022
Construction	12/01/2022	06/01/2024
Construction Engineering & Inspection (CEI)	09/01/2022	06/01/2024
GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion	06/01/2024	12/01/2024

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

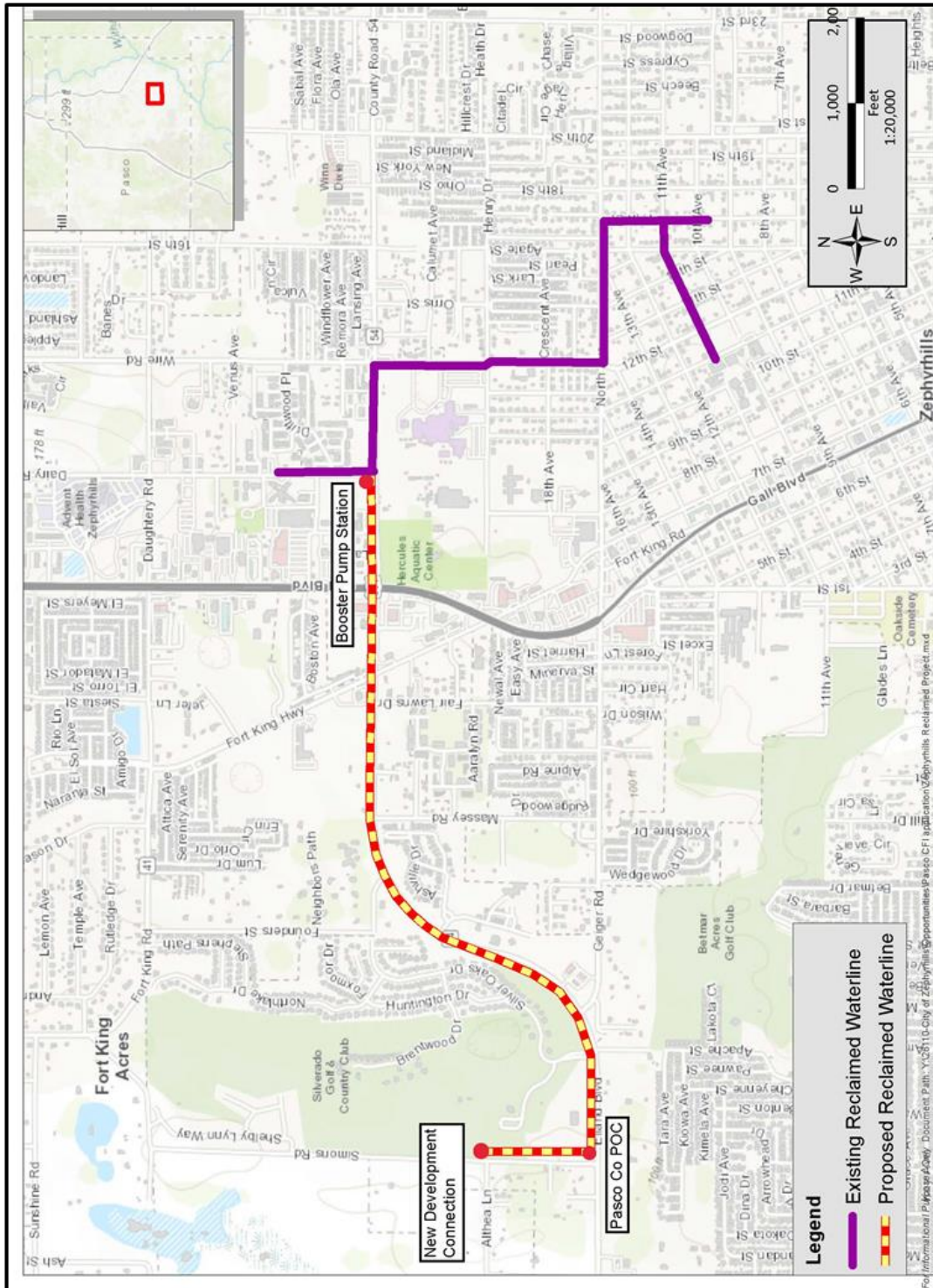
PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Design and Permitting	\$132,000	\$132,000	\$264,000
Construction	\$704,000	\$704,000	\$1,408,000
Construction Engineering & Inspection (CEI)	\$17,600	\$17,600	\$35,200
GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion	\$26,400	\$26,400	\$52,800
TOTAL	\$880,000	\$880,000	\$1,760,000

Reimbursement for expenditures of contingency funds is contingent upon District approval in

accordance with the Funding Paragraph in the Agreement. The Cooperator must complete one Cooperative Funding Construction Contingency Justification form, attached to this Agreement, per contingency line item requested for District reimbursement.

FIGURE 1



Cooperative Funding Construction Contingency Justification
Submit ONE form per contingency line item requested for
District reimbursement

Project Name:
District Project Number:
Cooperator:
Contract Number:
Contingency Request Number:

Awarded Construction Contract Total (\$):
Contingency Amount Requested (\$):

Cumulative Contingency Amount Authorized to date
(\$): Total Cumulative Contract Price Including this
Request (\$): Maximum contingency eligible for
reimbursement (\$):

up to 5% (2.5% District portion)

Contingency Request Description:

Contingency Line Item Justification¹:

Cooperative Funding Resource Benefit²:

Cost/Negotiation Description³:

I hereby certify that this contingency request is necessary for the resource benefit required under the cooperative agreement and scope and costs were negotiated in good faith.

Contract Manager or Engineer of Record

Date

¹ Justification must document the need for the contingency line item, the circumstances under which the need was discovered, and why the item was not included within the original project scope. The District may deny reimbursement for additional costs due to design errors, rework and defects in the work. ALTERNATE LANGUAGE: The District may deny reimbursement for additional costs resulting from delays, inefficiencies, rework or extra work.

² Describe why the contingency line item is needed to fulfill the resource benefit required under the cooperative agreement.

³ Costs need to be justified and demonstrated to be reasonable. Provide unit price comparison, or recent competitive cost proposals, RS Means or FDOT cost data. Attach backup documentation. If no price comparisons or competitive quotes can be provided, a certification from the Engineer of Record or appropriate Professional Engineer stating that the cost is reasonable may be considered. The certification method is not preferred and will require justification that other methods were not available.

ATTACHMENT 2 MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4154.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE					UNKNOWN
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													

* Our organization does not collect minority status data.

Signature Date

Print Name and Title

Attachment 4: Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Agreement terms throughout Project implementation.

District**Cooperator****For Studies and Design:**

- Copy of contract with consultant. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with consultant that includes items that are not reimbursable
- All Draft and Final Reports and/or design drawings per the Exhibit C Project Plan

For Construction Reimbursement:

- Copy of bid documents and bid form. If bid documents and bid form are not provided to the District prior to bidding, the Cooperator may be advertising for items that are not reimbursable
- Copy of contract with contractor. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with contractor that includes items that are not reimbursable
- Copy of Notice to Proceed to contractor
- Owner Direct Purchase Statement
- Copy of construction permits
- If land acquisition included, review and comment from District's Real Estate Services on appropriate land value
- Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement
- Copy of all required federal, state, and local environmental permit approvals and permitted drawings

During Project Work:

- Quarterly (see Exhibit A paragraph 11) status reports
- Invoices for reimbursement (per Exhibit A paragraph 7)
- Contingency Form for each contingency item
- Request(s) for changes to prime contacts
- Request(s) to extend project task deadline and/or adjustments to line item budget
- Request(s) for changes to scope, budget, and/or schedule requiring an amendment to the agreement
- M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work

Close Out:

- Prior to Final Payment Reimbursement the Cooperator will provide to the District: Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater)
- All Deliverables listed in Exhibit C Project Plan as described in the tasks

Survival of the Agreement:

Per Exhibit B, the DISTRICT upon request may review the biennial Operation and Maintenance Report

CONSENT ITEMS 2.4

Change Order No.1 to CWR Agreement No. **25-25-04** for Runway 1-19 Lighting

Issue:

Existing base cans will not accept flush-mount lighting fixtures.

Background:

Runway 01-19 Rehabilitation Construction. FDOT grant #449735-1-94-01 Contract #G3450. This results in a net cost increase of \$80,131.60 for Change Order No.1 (to be paid using the Contingency included in Original Contract Sum). Therefore, Change Order No. 1 does not increase the Original Contract Sum or the Contract Time associated with the project. Not seeking additional funds, only approval of the change in order to complete the lighting phase of the project. Please see the attached documents for further details if needed.

Attachment(s):

1. CWR WLD_Zephyrhills Airport Runway 1-19 CO Final_Jacobs
2. 2026 Runway 01 19 Change order C.W. Roberts

Fiscal Impact:

Budgeted in FY 2026 # 42000334-334410-24-P06

Staff Recommendation:

Staff recommends City Council's consideration for approval of change order No.1, with C.W. Roberts Contracting, Inc. For \$80,131.60



C.W. Roberts Contracting, Inc.

Tallahassee Corporate Office

Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office

Phone: 850-769-6640
Fax: 850-769-7775

Hosford Office

Phone: (850) 379-8116
Fax: (850) 379-8188

Palm City Office

Phone: (772) 288-0951
Fax: (772) 288-0983

Gulf Coast Terminal

Phone: (850) 769-7513
Fax: (850) 769-7594

Wildwood Office

Phone: 352-330-2540
Fax: 352-330-2609

Pensacola Office

Phone: (850) 433-3001
Fax: (850) 434-8971

Daytona Office

Phone: (386) 258-7911
Fax: (386) 258-9113

Freepport Office

Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office

Phone: 813-756-2009
Fax: 813-659-3787

Okeechobee Office

Phone: (863) 763-7373
Fax: (863) 763-7379

CHANGE ORDER

March 9, 2026

Change Order No.: #1 - Revised Pricing for New Lighting due to revised plans

To: Karla Dowd
Construction Manager
MDG
Tampa, Florida

Phone: (813) 957-4169
Email: karla@mdginc.com

Item	Description	Qty	Unit	Unit Price	Total
33	L-850C(L) LED in Pvmnt RWEL on Exist Adj Base Can Mill and Overlay	-24	EA	\$ 3,786.42	\$ (90,874.08)
35	L-850C(L) LED In-Pvmnt TWEL on Exist Base Can in Turf	-16	EA	\$ 3,660.21	\$ (58,563.36)
33	Revised Price per RFI: L-850C(L) Fixture on new base per detail	24	EA	\$ 6,036.49	\$ 144,875.76
35	Revised Price per RFI: L-850C(L) LED In-Pvmnt TWEL on New Base Can in Turf	16	EA	\$ 5,293.33	\$ 84,693.28
Total:					\$ 80,131.60

Note: CO replaces original unit cost of itm 33 & 35 with new unit prices. Lead time for new material 4-6 weeks upon approval

ACCEPTED

C.W. Roberts Contracting, Inc.
Contractor's Name

By: Jose Hernandez

Date

OWNER APPROVAL

Owner's Name

By:

Date

ENGINEER APPROVAL

Jacobs Solutions Inc.

Engineer 's Name

By: James McDonald

03.10.2026

Date

H.L. Pruitt Corp.
Pricing Worksheet:
2/27/2026
Job: 528

1/0/1900

COP#:

1/0/1900

TWO

SCOPE:

MODIFY BASES FOR EDGE & THRESHOLD LIGHTING

Item	Activity Material or Equipment Required/Each location	Unit	Number of Units	Price Per Unit	Total	NOTES	
LABOR:							
Superintendent/electrician	DEMO/FORM/SET/TRIM	MHOUR	2.75	\$135.00	\$371.25	Quoted labor rates fully burdened	
Crew Foreman/Equip. operator	DEMO/FORM/SET/TRIM	MHOUR	6.75	\$72.35	\$488.36		
Skilled laborer	DEMO/FORM/SET/TRIM	MHOUR	15.75	\$53.25	\$838.69		
Transport Class "A" driver	TRANSPORT	MHOUR	0.33	\$61.75	\$20.58		
				SUBTOTAL	\$1,718.88		
MATERIAL:							
BASE CAN L-868 2 Piece		EA	1.00	\$376.44	\$376.44		
BOLTS		EA	6.00	\$3.27	\$19.62		
Washer sets - locker		EA	6.00	\$3.97	\$23.82		
Dam Ring		EA	1.00	\$79.00	\$79.00		
Snacers		EA	2.00	\$36.00	\$72.00		
Mud plate		EA	1.00	\$37.50	\$37.50		
Schedule 40 PVC Conduit & fittings		LS	1.00	\$47.00	\$47.00		
"One shot" exothermic weld kit		EA	2.00	\$36.00	\$72.00		
"C" compression crimps		EA	2.00	\$4.75	\$9.50		
Cable tags - per location		EA	6.00	\$5.35	\$32.10		
P-606 epoxy & P-605 sealant		EA	1.00	\$33.00	\$33.00		
Misc. consumables		LS	1.00	\$125.00	\$125.00		
Transformer		EA	1.00	\$69.00	\$69.00		
Flush fixture: L850C(L)	L-850C(L)	EA	1.00	\$698.55	\$698.55		
				SUBTOTAL	\$1,694.53		
EQUIPMENT:							
F-450 Utility Body Crew truck w/tools		DAY	0.38	\$832.00	\$316.16	Rates include maint & est. fuel use	
Vermeer V450 Rock wheel		DAY	0.38	\$745.00	\$283.10		
John Deere 310 Rubber Tire Hoe		DAY	0.38	\$848.00	\$322.24		
Dump Trailer		DAY	0.38	\$365.00	\$138.70		
Sulair compressor		DAY	0.38	\$320.00	\$121.60		
35# air hammer with bit		DAY	0.38	\$195.00	\$74.10		
36" Pressure Digger Rig		DAY	0.38	\$795.00	\$302.10		
Positioning jig		DAY	0.38	\$185.00	\$70.30		
RAM 2500 Crew Cab		DAY	0.38	\$250.00	\$95.00		
				SUBTOTAL	\$1,723.30		
					\$5,136.71		
SUMMARY							

H.L. Pruitt Corp.
Pricing Worksheet: 2/27/2026
Job: 528

1/0/1900 COP#: 1/0/1900 TWO
SCOPE: MODIFY BASES FOR EDGE & THRESHOLD LIGHTING

Item	Activity Material or Equipment Required/Each location	Unit	Number of Units	Price Per Unit	Total	NOTES	
LABOR:							
Superintendent/electrician	DEMO/FORM/SET/TRIM	MHOUR	2.75	\$135.00	\$371.25	Quoted labor rates fully burdened	
Crew Foreman/Equip. operator	DEMO/FORM/SET/TRIM	MHOUR	3.50	\$72.35	\$253.23		
Skilled laborer	DEMO/FORM/SET/TRIM	MHOUR	14.50	\$53.00	\$768.50		
Transport Class "A" driver	TRANSPORT	MHOUR	0.33	\$62.00	\$20.46		
				SUBTOTAL	\$1,413.44		
MAATERIAL:							
BASE CAN L-867 1 Piece		EA	1.00	\$325.00	\$325.00		
BOLTS		EA	6.00	\$3.27	\$19.62		
Washer sets - locker		EA	6.00	\$4.35	\$26.10		
P-610 Concrete		CUYD	0.75	\$235.00	\$176.25		
Mud plate		EA	1.00	\$37.50	\$37.50		
Schedule 40 PVC Conduit & fittings		LS	1.00	\$26.00	\$26.00		
"One shot" exothermic weld kit		EA	2.00	\$36.00	\$72.00		
"c" compression crimps		EA	2.00	\$4.75	\$9.50		
Cable tags - per location		EA	6.00	\$5.35	\$32.10		
Misc. consumables		LS	1.00	\$125.00	\$125.00		
Transformer		EA	1.00	\$69.00	\$69.00		
Flush mounted fixture R/G Threshold	L850C(L)	EA	1.00	\$698.55	\$698.55		
				SUBTOTAL	\$1,616.62		
EQUIPMENT:							
F-450 Utility Body Crew truck w/tools		DAY	0.38	\$932.00	\$316.16	Rates include maint & est. fuel use	
John Deere 310 Rubber Tire Hoe		DAY	0.38	\$875.00	\$332.50		
Dump Trailer		DAY	0.38	\$385.00	\$146.30		
Sullair compressor		DAY	0.38	\$325.00	\$123.50		
35# air hammer with bit		DAY	0.38	\$212.00	\$80.56		
36" Pressure Digger Rig		DAY	0.38	\$780.00	\$296.40		
Form		DAY	0.38	\$95.00	\$36.10		
RAM 2500 Crew Cab		DAY	0.38	\$250.00	\$95.00		
				SUBTOTAL	\$1,426.52		
					\$4,456.58		
					\$4,456.58		
SUMMARY							
DIRECT COST TOTAL					\$4,456.58		
Sales Tax on Material					\$122.49		
SUBTOTAL					\$4,579.07		

CHANGE ORDER ESTIMATING EXPENSE (PER UNIT)	Estimating/Operation	EA	1.00	\$29.43	\$29.43	
Markup for profit & OH					\$692.89	
TOTAL					\$5,301.39	
				ORIGINAL UNIT PRICE	\$2,900.00	
				ADD FOR NEW WORK (DELTA)	\$2,401.39	
				25% discount to DELTA	-\$600.35	
				NEW ADD FOR NEW WORK	\$1,801.04	
				NEW UNIT PRICE (ORIGINAL + DISCOUNTED ADDER) - GREEN BOXES:	\$4,701	

ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)
CONTRACT CHANGE ORDER

PROJECT TITLE: Runway 1-19 Rehabilitation

CHANGE ORDER NO: 1

TO CONTRACTOR: C.W. Roberts Contracting, Inc.

INITIATION DATE: 03/09/2026
CONTRACT DATE: XX/XX/XXXX

The Contract is changed as follows:

Original Contract Sum	\$3,541,108.60
Contingency (Item C-1) included in Original Contract Sum.....	\$255,745.96
Net Cost of Change Order No. 1.....	(\$80,131.60)
Contingency (Item C-1) Remaining after Change Order No. 1.....	\$175,614.36

Change Order No. 1 includes the following work items:

Item 33. Original line item 33 'L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement' involved adjusting the base can to the new grade. Initial site investigation during design revealed adjustable base cans which should allow the height of the can to be adjusted up/down by replacing the top section of can. It was discovered during construction that the existing base cans could not be adjusted downward as they were already installed to their lowest limit. This differing site condition requires new base cans to be installed to accommodate the milling/paving operation.

Item 35. Original line item 35 'L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Cans in Turf Areas' involved removing the existing elevated light and replacing it with an in-pavement equivalent. It was known that the elevated and in-pavement light fixtures have different bolt circles/patterns so a conversion ring was included in the design to accommodate this difference. However, the new in-pavement light fixture selected by the contractor utilized a wide under-pan which would not fit inside the conversion ring. Any further modifications would raise the fixture too high and force it out of tolerance for frangibility requirements. It was determined that a replacement of the concrete encased base can was the most cost-effective option and provided the client with the best long-term solution.

This work equates to an increase of \$229,569.04.

This change order also incorporates a credit associated with the following work:

Item 33. Delete original line item 33 'L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement' as this work was replaced with the quote shown above.

Item 35. Delete original line item 35 L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Cans in Turf Areas as this work was replaced with the quote shown above.

The total credit is (\$149,437.44) for the elimination of this work.

This results in a net cost increase of \$80,131.60 for Change Order No.1 (to be paid using the Contingency included in Original Contract Sum). Therefore, Change Order No. 1 does not increase the Original Contract Sum or the Contract Time associated with the project.

Contractor agrees to perform the work as prescribed for the net cost of Change Order No. 1 and hereby waives and releases any and all claims for any additional compensation related to these bid items.

Change Order No. 1 represents **31.33%** of the contingency (already included in Original Contract Sum).

Change Order Attachment

- Change Order was included in the original contract specifications. Yes No

If Yes, explanation:

- Change Order was included in the original specifications. Yes No

If Yes, explanation of increase in price:

- Change Order exceeds \$100,000 or 5% of contract price (whichever is greater). Yes No

If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer/architect approves the change order. Yes No

If No, explanation of why:

- Change Order is correcting an error or omission in design document. Yes No

Should a claim under the applicable professional liability policy be made? Yes No

Explain:

Not valid until approved by Owner, Architect/Engineer, and Contractor

ARCHITECT/ENGINEER _____ Date

CONTRACTOR _____ Date

AIRPORT DIRECTOR _____ Date

CITY COUNCIL – CITY OF ZEPHYRHILLS _____ Date

BUSINESS ITEMS 3.1

Postpone Ordinance No. 1514-26 (*Evaluation and Appraisal-Based Comprehensive Plan Amendments*)

Issue:

Council is requested to postpone the first readings of Ordinance No. 1514-26, related to the Zephyr Knolls Future Land Use (FLU) classification, from the March 23, 2026 meeting to the April 13, 2026 City Council meeting.

Background:

Public notice for Ordinance No. 1514-26 was published on March 13, 2026, indicating that the ordinance would receive its first reading on March 23, 2026. Staff recently received updated materials necessary to finalize the ordinance. Due to the timing of the updates and staff availability, the ordinance could not be finalized prior to the preparation of the March 23 agenda materials.

Attachment(s):

1. 26-00554P PUBLIC

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends postponing consideration of this item to April 13, 2026. The ordinance will be readvertised in accordance with applicable statutory requirements prior to their consideration at that meeting.

**CITY OF ZEPHYRHILLS
NOTICE OF PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN that the City of Zephyrhills, Florida, proposes to adopt the following ordinance:

ORDINANCE NO. 1514-26

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, RELATING TO THE CITY OF ZEPHYRHILLS COMPREHENSIVE PLAN (ORDINANCE NO. 866-90, AS AMENDED), PURSUANT TO CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING EVALUATION AND APPRAISAL-BASED COMPREHENSIVE PLAN AMENDMENTS; REPEALING AND REPLACING THE HOUSING ELEMENT AND THE INTERGOVERNMENTAL COORDINATION ELEMENT; ADOPTING UPDATED GOALS, OBJECTIVES, AND POLICIES FOR THOSE ELEMENTS; ESTABLISHING TWO PLANNING PERIODS CONSISTENT WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Zephyrhills Planning Commission, serving as the Local Planning Agency, will hold a public hearing to review the proposed Comprehensive Plan amendments and make a recommendation to the City Council on Tuesday, March 17, 2026, at 6:00 p.m. in the City Council Chambers, Zephyrhills City Hall, 5335 8th Street, Zephyrhills, Florida.

The City Council will hold a public hearing to consider transmittal of the proposed amendments to the State Land Planning Agency and other reviewing agencies pursuant to Section 163.3184, Florida Statutes, on Monday, March 23, 2026, at 6:00 p.m. at the same location. Following receipt of agency comments, the City Council will hold a second public hearing to consider adoption of the amendments, which will be advertised in accordance with Florida law.

The purpose of these hearings is to consider amendments to the City of Zephyrhills Comprehensive Plan.

Copies of the proposed amendments and staff report are available for public inspection at the Planning Department, City Hall, between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Interested parties may appear and be heard at the public hearings or may file written comments with the City Clerk prior to the hearings.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in these meetings should contact the City Clerk's Office at Zephyrhills City Hall, 5335 8th Street, Zephyrhills, Florida 33542, by calling 813-780-0000, Ext. 3547, at least 48 hours prior to the meeting.

March 13, 2026

26-00554P

BUSINESS ITEMS 3.2

Postpone Ordinance No. 1515-26 (*Zephyr Knolls FLU Classification*)

Issue:

Council is requested to postpone the first readings of Ordinance No. 1515-26, related to the Zephyr Knolls Future Land Use (FLU) classification, from the March 23, 2026 meeting to the April 13, 2026 City Council meeting.

Background:

Public notice for Ordinance No. 1515-26 was published on March 13, 2026, indicating that the ordinance would receive its first reading on March 23, 2026. Staff recently received updated materials necessary to finalize the ordinance. Due to the timing of the updates and staff availability, the ordinance could not be finalized prior to the preparation of the March 23 agenda materials.

Attachment(s):

1. 26-00555P PUBLIC

Fiscal Impact:

N/A

Staff Recommendation:

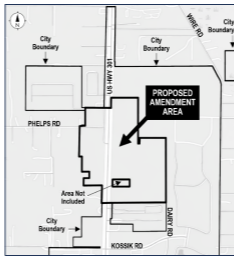
Staff recommends postponing consideration of this item to April 13, 2026. The ordinance will be readvertized in accordance with applicable statutory requirements prior to their consideration at that meeting.

**CITY OF ZEPHYRHILLS
NOTICE OF PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN that the City of Zephyrhills, Florida, proposes to adopt the following:

ORDINANCE NO. 1515-26

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS COMPREHENSIVE PLAN (ORDINANCE NO. 866-90, AS AMENDED); PROVIDING TEXT AMENDMENTS TO THE FUTURE LAND USE ELEMENT TO ESTABLISH THE PLACE TYPE FRAMEWORK; CREATE THE ZEPHYR KNOLL MIXED-USE SUBAREA FUTURE LAND USE CATEGORY; ADOPT ASSOCIATED USE, DENSITY, INTENSITY, AND IMPLEMENTATION POLICIES; AND REVISE THE FUTURE LAND USE MAP AND MAP SERIES TO DESIGNATE CERTAIN LANDS WITHIN THE US 301 CORRIDOR NORTH OF KOSSIK ROAD AS ZEPHYR KNOLL MIXED-USE SUBAREA; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The City of Zephyrhills City Council will hold a Public Hearing for this item on Monday, March 23, 2026, at 6:00 p.m. in the Council Chambers of Zephyrhills City Hall located at 5335 8th Street, Zephyrhills, Florida 33542 to consider transmittal of the proposed Comprehensive Plan amendment to the State Land Planning Agency and other reviewing agencies pursuant to Section 163.3184, Florida Statutes.

Following receipt of comments from the reviewing agencies, the City Council will hold a second public hearing to consider adoption of the proposed amendment. The date, time, and location of the second public hearing will be advertised in accordance with Florida law.

A copy of the staff report containing the Planning Department's recommendation is available for public inspection at the Planning Department at City Hall between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Interested parties may appear and be heard at the public hearing or may file written comments with the City Clerk prior to the hearings.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act (ADA), persons needing special accommodations to participate in these meetings should contact the City Clerk's Office at 813-780-0000, at least 48 hours in advance.

March 13, 2026

26-00555P

CITY MANAGER'S REPORT 4.1

Introduction of City of Zephyrhills PIO Intern Tembria Thompson

Issue:

Background:

Tembria recently joined the City of Zephyrhills as our new Public Information Office (PIO) Intern. Tembria was born in Starkville, Mississippi, and raised in Jacksonville, Florida. She served in the U.S. Air Force from 2016 to 2020, and graduated with a bachelor's degree in Communications from the University of South Florida (USF). She is now working on pursuing her master's degree in Marketing/Communications.

Attachment(s):

None

Fiscal Impact:

Staff Recommendation: