



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, April 27, 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 — Rodney Corriveau, Principal Planner

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Reorganization of Council Officers
Council President
Council Vice President

- 2 Councilmember Liaison Appointments to the Ridge League of Cities, Chamber of Commerce, Main Street Zephyrhills, Metropolitan Planning Organization (MPO) and Metropolitan Planning Organization (MPO) Alternate and Tourist Development Council (TDC).

3 ZEDC Quarterly Update

1. CONSENT ITEMS

- 1.1 Budget Workshop Meeting Minutes - April 13, 2026
 1. 04.13.2026 Budget Workshop Minutes
- 1.2 City Council Meeting Minutes - April 13, 2026
 1. 04.13.2026 CCM Minutes
- 1.3 Utility Service Agreement **45-2026-04** for Michael G & Angela Roxanne McIntyre (39239 Longview Ave)
 1. 45-2026-04 Utility Service Agreement for Michael G & Angela Roxanne McIntyre (39239 Longview Ave)
- 1.4 Award of bid for Depot Parking Lot Improvements - Foshee Construction Co., LLC
 1. Train Depot Parking Lot - Contractor Recommendation
 2. 01 - Pricing Summary - 2026-002
- 1.5 Zephyrhills Police Department Entrance Sign
 1. Estimate 1377
 2. Zephyrhills Police Plans
 3. 41-25-33 Kenko Signs and Awning - City Parks Signs(38406422.1)

2. PUBLIC HEARING

- 2.1 Historic Preservation - Certified Local Government
Second Reading Ordinance No. 1516-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING NEW SECTIONS 30.180, 30.181, AND 30.182 OF CHAPTER 30 OF THE OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO UPDATE AND PROVIDE CHANGES TO THE HISTORIC PRESERVATION BOARD; AMENDING CHAPTER 154 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO INCORPORATE UPDATED PROVISIONS FOR HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; REPEALING SECTION 10.02.05.04 OF THE LAND DEVELOPMENT CODE TO AVOID DUPLICATION OF APPLICABLE CODE TO THE ZEPHYRHILLS HISTORIC PRESERVATION BOARD, HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. "**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1516-26 on the Second Reading
 1. Ordinance 1516-26 Historic Preservation Board and Historic District Amendment (39350218v1)

3. BUSINESS ITEMS

- 3.1 Appointment to the Library Board.
 1. 2026 Joan Switzer - LIB
 2. SKM_C251i26040213270
- 3.2 Historic Facade Grant - 5411 10th Street

1. Updated COA - 5411 10th St

3.3 Duke Energy Franchise Agreement

First Reading. Ordinance No. 1517-26 " **AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF ZEPHYRHILLS, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. "**

1. Ordinance 1517-26 Duke Energy Franchise Agreement (39497874v1)

3.4 May 7, 2026 Municipal Association of Pasco (MAP) Meeting - Port Richey

RESOLUTION NO. 869-26 " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "

1. Resolution 869-26 Participation in 05-07-2026 MAP Meeting

4. FINANCE DIRECTOR'S REPORT

4.1 Moving from Paymentus Credit Card Processing and WaterSmart to Tyler Technologies

1. Zephyrhills Tyler Payments for UB online only
2. Zephyrhills Notify
3. Zephyrhills Smart Meter Access
4. Zephyrhills UA and Asset Registry Implementation

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

5.1 US Water Final Pay App and Change Order #2 - North Side Water-Wastewater Project

1. US Water Final Pay App and Change Order #2 - North Side Water-Wastewater Project

5.2 March 2026 Quarterly Investment Report

1. March 2026 Quarterly Investment Report

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to**

participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

City Council Meeting
April 27, 2026

Action Item

MAYOR 2

Councilmember Liaison Appointments to the Ridge League of Cities, Chamber of Commerce, Main Street Zephyrhills, Metropolitan Planning Organization (MPO) and Metropolitan Planning Organization (MPO) Alternate and Tourist Development Council (TDC).

Issue:

Current Councilmember Liaison Appointments:

Ridge League of Cities - Charles Proctor
Chamber of Commerce - Steven Spina
Main Street Zephyrhills - Jodi Wilkeson
Metropolitan Planning Organization (MPO) - Lance Smith
Tourist Development Council (TDC) - Kenneth Burgess

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

MAYOR 3

ZEDC Quarterly Update

Issue:

The ZEDC will present an update on economic development to the City Council.

Background:

The ZEDC provides City Council with an update Quarterly on the status of economic development within and affecting the City of Zephyrhills.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A

CONSENT ITEMS 1.1

Budget Workshop Meeting Minutes - April 13, 2026

Issue:

City Council held a Budget Workshop on April 13, 2026

Background:

Minutes from that workshop were taken for review by City Council

Attachment(s):

1. 04.13.2026 Budget Workshop Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

CITY COUNCIL BUDGET WORKSHOP

Page 1 of 2

Council Meeting held a Budget Workshop on April 13, 2026 at 5:00 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 5:00 PM

Roll call was taken. Present were members Lance Smith (arrived at 5:06PM), Ken Burgess, Charles Proctor, Jodi Wilkeson, Steven Spina and Mayor Melonie 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, Library Director Peggy Panak, IT Director Mike Panak, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Utilities Director John Bostic III (virtual), Water Superintendent CJ Funnell, Wastewater Superintendent OJ Kurk, 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, Assistant City Clerk Eileen Mercado and City Clerk Ricardo Quiñones.

1. BUDGET WORKSHOP ITEMS

1.1 Discuss 2026 2027 Budget

City Council conducted a workshop to discuss priorities and direction for the upcoming fiscal year budget. Each member provided input on areas of focus, with staff offering clarification as needed.

Kenneth Burgess commended staff for ongoing project progress and emphasized continuing current initiatives, including sidewalks, parks, Hercules Park, Zephyr Park, and City Yard. He stressed maintaining momentum while prioritizing traffic "hotspots" in coordination with County and State partners. He noted that completing existing projects should remain the focus, with continued discussion on the Alice Hall Community Center.

Steven Spina emphasized keeping major projects on track and continuing park improvements, including enhancements at Krusen Field, landscaping at Ellis Harrold Park and Gunner Paw Park, and additional lighting and waste receptacles. He highlighted the need to advance drainage planning efforts and address traffic hotspots, particularly at Geiger Road and US 301. He also supported CRA alley improvements, continued sidewalk expansion, and revisiting the need for a full-time civil engineer.

Jodi Wilkeson identified traffic hotspots as her top priority and requested project updates. Staff clarified multiple locations are in design with right-of-way, drainage, and permitting challenges. She also inquired about cemetery funding. Staff confirmed revenues are in the General Fund with reserves but no formal long-term plan. She supported park improvements, including potential outdoor fitness equipment at Veterans Memorial Park, and reiterated interest in a north side dog park. She also supported exploring technological solutions to improve Code Enforcement efficiency.

Lance Smith was not feeling well and will follow up with staff separately.

Mayor Melonie Monson emphasized aligning sidewalk design and construction to maintain continuity and supported additional lighting in parks and pedestrian areas. She discussed park needs, including potential dog park space at Hercules Park and ongoing demand for a north side dog park. She highlighted concerns regarding restroom availability and maintenance challenges, noting misuse and vandalism issues, and supported practical solutions including public awareness and reporting tools. She reaffirmed traffic hotspots and the Alice Hall Community Center as top priorities.

Charles Proctor identified traffic hotspots as his primary priority and emphasized improving traffic flow. He supported continued progress on Zephyr Park and City Yard, additional park enhancements, and improved street lighting, particularly in the Uptown area. He also noted the need for direction on the Alice Hall Community Center while maintaining momentum on current projects.

Discussion followed with Council expressing concerns that any reduction in property tax revenue could significantly impact City finances, emphasizing the need to remain conservative and avoid overextending resources while current revenues remain strong. Additional discussion reinforced the importance of intersection and street lighting, particularly in relation to pedestrian safety concerns, as well as the need to advance upcoming drainage planning efforts, including implementation of a future drainage fee.

Council also received updates on several operational matters, including the Water's Edge infrastructure issue, where Staff confirmed that recent improvements have resolved prior off-gassing concerns. Discussion included the importance of applying lessons learned to future infrastructure design. Council discussed the need to evaluate whether inactive projects should remain in the development queue, as maintaining sufficient demand is necessary to retain water use allocations.

CITY COUNCIL BUDGET WORKSHOP

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Staff indicated that policy direction may be needed regarding prioritization between in-city and service area projects, along with potential reconsideration of the development moratorium.

Council engaged in an initial discussion regarding the future of the municipal airport, including the status of the Skydive City lease, FAA compliance issues, and potential financial impacts related to grant funding. Staff indicated that prior efforts to resolve compliance through corrective action plans have been unsuccessful, and that further policy direction from Council will be needed soon to determine long-term strategy.

ADJOURN 5:54 PM

Submitted by Ricardo Quiñones

City Council Meeting
April 27, 2026

Action Item

CONSENT ITEMS 1.2

City Council Meeting Minutes - April 13, 2026

Issue:

A regular City Council Meeting was held on April 13, 2026

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. 04.13.2026 CCM Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

Page 1 of 7

A Regular City Council Meeting was held on April 13, 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 6:00 PM

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

Staff present: Chief of Police Derek Brewer, Lt. Nathan Gardner, Public Works Director Shane LeBlanc, Sanitation Superintendent Dequane Anderson, Building Official Calvin Switzer, Airport Manager Nathan Coleman, Library Director Peggy Panak, IT Director Mike Panak, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Utilities Director John Bostic III (virtual), Water Superintendent C.J. Funnell, Wastewater Superintendent OJ Kurk, 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, Assistant City Clerk Eileen Mercado and City Clerk Ricardo Quiñones.

The Invocation was led by Pastor Steve Ezra of First Methodist Church of Zephyrhills. The Pledge of Allegiance followed.

CITIZEN COMMENTS

Kristen Taplin, property manager for Cottages at Abbott Station, 6058 Abbott Station Drive, addressed Council regarding temporary signage options. Ms. Taplin stated that flags were previously installed but removed following Code Enforcement direction. She emphasized the request is temporary until a permanent leasing office is constructed and indicated willingness to comply with any application process or criteria established by the City. Council acknowledged the request, no action taken.

Nick Walton, Executive Director of the SVB Foundation, 304 W High St. Tampa 33603, provided an update on the organization's 2025 impact and ongoing programming. Mr. Walton advocated for the consideration of dedicated pickleball courts separate from existing tennis courts. Council acknowledged the update, no action taken.

Kevin Alexander, 5625 Marie Drive, addressed Council regarding his experience with the SVB Foundation. Mr. Alexander, a Zephyrhills resident and former Air Force member, shared his background growing up in the community and learning tennis at Zephyr Park. He stated that he now serves as a program coach and manager for the foundation and spoke to the positive impact the program has on local youth, noting firsthand observations of student engagement and enthusiasm at area schools. Council thanked Mr. Alexander for his comments and his service to the community.

MAYOR

1. Swearing in Officer Ethan Rich

Chief Brewer swore in the latest police officer, Ethan Rich.

2. Proclamation - Alyssa James

Mayor Melonie Bahr Monson presented a Proclamation recognizing Alyssa James for her achievements in junior tennis and her connection to the Mouratoglou Academy in Zephyrhills.

3. 2026 Water Conservation Proclamation

Mayor Melonie Bahr Monson presented a Proclamation to Amber Smith of SWFWMD recognizing Water Conservation Month and encouraging responsible water use.

REGULAR CITY COUNCIL MEETING

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1. CONSENT ITEMS

Prior to the vote, Steven Spina raised concerns regarding an existing bus stop located on the west side of US 301 across from Florida Medical Clinic. Dr. Spina noted that buses stopping at this location block traffic on US 301 and suggested evaluating whether the stop could be relocated or reoriented to the adjacent Frontage Road to improve traffic flow and safety. Principal Planner Rodney Corriveau confirmed that the location referenced is an existing bus stop and stated that staff is currently coordinating with GoPasco on transit-related matters. Staff would review the concern and follow up with GoPasco.

- 1.1 City Council Meeting Minutes - March 23, 2026
- 1.2 Flores Construction Agreement **41-2026-06** for Bus Stop Concrete Pads
- 1.3 Utility Service Agreement **45-2026-03** for Daniel Edgeman (39524 Richland Road)
- 1.4 Razorback Task Order for Rehabilitation of a Sludge Holding Tank [**41-25-14**]
- 1.5 Annual Hydrant Maintenance with R&M Services [**37-25-07**]
- 1.6 AMENDMENT NO. 2 TO AGREEMENT NO. INW03 with the FDEP [**24-25-02**]

Steven Spina motioned to approve the consent items as presented. Seconded by Jodi Wilkeson. Motion passed unanimously.

2. PUBLIC HEARING

2.1 Evaluation and Appraisal-Based Comp Plan Amendments

First Reading of 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 NONSUBSTANTIVE MODIFICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Ordinance No. 1514-26 by title.

Council President Charles Proctor opened the public hearing.

Planning Director Todd Vande Berg introduced the item, explaining that the amendment involves the repeal and replacement of the Housing Element and Intergovernmental Coordination Element as part of the required Evaluation and Appraisal Review. He noted the updates include new goals, objectives, policies, and the establishment of 10-year and 20-year planning horizons. Consultant Tammy Verona presented an overview of the Comprehensive Plan amendments, emphasizing the City's long-range planning framework and the need to comply with updated state requirements. She outlined the new housing goal focused on providing diverse, affordable, and resilient housing options, along with supporting objectives addressing housing supply, affordability, quality, special populations, fair housing, displacement, and long-term monitoring. She also reviewed population projections, anticipated housing demand, and the importance of aligning policies with future growth and infrastructure planning.

Steven Spina asked for the percentage of mobile homes within the City's housing stock and how it compares regionally. Ms. Verona indicated the percentage may be higher than in some

REGULAR CITY COUNCIL MEETING

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communities but consistent with areas that include mobile home developments and agreed to provide additional data. Discussion followed acknowledging the importance of addressing growth and infrastructure alongside housing strategies and considerations for maintaining community character while accommodating future development.

Phyllis Purvis, 8618 Gall Blvd, spoke from the floor. Ms. Purvis expressed concerns related to housing affordability, increasing costs, and the challenges residents face in maintaining or securing housing. She emphasized the need for practical solutions that address the financial burden on residents.

Kristen Taplin, 6058 Abbott Station Drive, spoke from the floor regarding housing trends, noting the need for diverse housing types, walkability, and access to amenities. Ms. Taplin highlighted changing household dynamics and the importance of planning for a range of housing options.

Council President Proctor closed the public hearing.

Council expressed support for the updates and acknowledged the importance of proactive planning to address housing needs and future growth.

Steven Spina motioned to approve Ordinance No. 1514-26 on first transmittal reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

2.2 **Zephyr Knoll FLU(Future Land Use) Classification**

First Reading Transmittal Public Hearing 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."**

City Attorney Matthew Maggard read Ordinance No. 1515-26 by title.

Council President Charles Proctor opened the public hearing.

Planning Director Todd Vande Berg introduced the item, explaining it as a continuation of the Comprehensive Plan update and the first public hearing related to the effort. Mr. Vande Berg described the proposed Zephyr Knoll future land use classification as a new mixed-use category intended to implement a previously discussed vision for the northern portion of the City, promoting expanded development opportunities and a mix of uses.

Consultant Tammy Verona presented the proposed text and map amendments, summarizing the visioning workshop outcomes and the intent to create a compact, walkable mixed-use center along the US 301 corridor. Ms. Verona outlined the proposed land use framework, including a blend of residential and non-residential uses, pedestrian-oriented design, integrated infrastructure, and limitations on certain uses. Ms. Verona reviewed development standards, implementation through planned unit development zoning, and consistency with the Comprehensive Plan. She also provided examples of comparable mixed-use developments to illustrate potential outcomes and noted that the Planning Commission recommended approval of the amendments.

REGULAR CITY COUNCIL MEETING

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Phyllis Purvis, 8618 Gall Blvd, spoke from the floor. Ms. Purvis raised concerns regarding the City's residential moratorium and questioned how the proposed development could proceed without adequate utility capacity. She noted that developers have expressed hesitation due to infrastructure limitations and emphasized the need for alignment between land use planning and available utilities. Council President Proctor closed the public hearing.

Steven Spina motioned to approve Ordinance No. 1515-26 on first reading and authorize transmittal. Seconded by Kenneth Burgess. Motion passed unanimously.

2.3 Live Local Act Property Tax Exemption - Electing to Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes

Resolution No. 867-26 "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."

City Attorney Matthew Maggard read Resolution No. 867-26 by title.

Council President opened the public hearing out of an abundance of caution. None spoke from the floor.

Council President closed the public hearing.

Lance Smith motioned to approve Resolution No. 867-26.. Seconded by Jodi Wilkeson. Motion passed unanimously.

3. BUSINESS ITEMS

3.1 Appointment for Parks & Recreation Advisory Board.

City Manager Poe presented Staff's recommendation for Katee Bolt to be appointed to the Parks and Recreation Board.

Lance Smith motioned to approve the Board appointment. Seconded by Kenneth Burgess. Motion passes unanimously.

3.2 Bauducco Sign Variance Request

Staff presented a variance request from Bauducco to allow two wall signs of approximately 400 square feet each, one on the north elevation and one on the east elevation, exceeding the current ordinance allowance. Staff explained that the sign ordinance generally limits properties to either two wall signs not exceeding 150 square feet each or one wall sign not exceeding 300 square feet, but recommended approval of the request due to the scale and location of the building.

Discussion focused on whether the current sign ordinance adequately addresses large industrial buildings and whether the request should be considered in light of broader sign regulation issues throughout the City. Mr. Smith supported the request, noting that larger buildings require appropriately scaled signage and that the current ordinance likely did not anticipate development of this size. Discussion continued, noting the need to revisit the sign ordinance more comprehensively. Concerns were also raised about consistency in how sign requests are handled and whether approval of this variance would be fair without broader code revisions.

Staff clarified that the issue raised regarding a business on 7th Street involved a different set of design standards within the CRA and that the sign originally requested there had been approved, although the installed painted lettering was not. Staff further stated that an industrial sign standard could be brought back promptly for Council consideration. Council ultimately acknowledged both the immediate need for Bauducco's signage and the importance of updating the ordinance.

REGULAR CITY COUNCIL MEETING

Lance Smith motioned to approve the variance request. Seconded by Kenneth Burgess. Motion Passed, 3-2. Opposed by Jodi Wilkeson and Steven Spina.

- 3.3 Approval of Grant Agreement **24-2026-02** DEP - 9th Ave Pond Grant Agreement Number L0376

City Manager Poe presented a grant agreement with the Florida Department of Environmental Protection. The grant would allow the City to purchase property and improve the existing stormwater pond on 9th Avenue.

Jodi Wilkeson motioned to approve the grant agreement. Seconded by Lance Smith. Motion passes unanimously.

- 3.4 Purchase of 39165 9th Avenue - Expansion of 9th Avenue Stormwater Pond

City Manager Poe presented a proposed purchase of property located at 39165 9th Avenue, which experienced flooding during Hurricane Milton. The acquisition supports expansion of the adjacent stormwater pond. The negotiated purchase price of \$345,000 falls within two appraisals obtained in accordance with City policy. Grant funding will be used for the acquisition and associated costs

Discussion clarified that appraisals reflect market value based on highest and best use, and timing of grant funding influenced acquisition cost. The remaining grant funds will be used for demolition, design and improvement of the existing pond.

Lance Smith motioned to approve the purchase and authorize the City Manager to execute associated documents. Seconded by Steven Spina. Motion passed unanimously.

- 3.5 Historic Preservation - Certified Local Government

First Reading Ordinance No. 1516-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING NEW SECTIONS 30.180, 30.181, AND 30.182 OF CHAPTER 30 OF THE OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO UPDATE AND PROVIDE CHANGES TO THE HISTORIC PRESERVATION BOARD; AMENDING CHAPTER 154 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO INCORPORATE UPDATED PROVISIONS FOR HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; REPEALING SECTION 10.02.05.04 OF THE LAND DEVELOPMENT CODE TO AVOID DUPLICATION OF APPLICABLE CODE TO THE ZEPHYRHILLS HISTORIC PRESERVATION BOARD, HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. "**

City Attorney Matt Maggard read Ordinance No. 1516-26 by title. Historic Preservation Specialist Will McCaw then presented the item, explaining that the proposed ordinance updates the City's historic preservation regulations to align with requirements of the State's Certified Local Government (CLG) program.

Mr. McCaw stated that the primary changes are structural in nature, including relocating the establishment of the Historic Preservation Board to Chapter 30 alongside other City boards, while maintaining substantive historic preservation standards within Chapter 154. Additional updates include clarifying the purpose of the board, incorporating the designation of a chief elected official as required by the CLG program, and adding procedural requirements such as quarterly meetings, state notification, and annual reporting. He noted that these changes do not alter the powers or authority of the Historic Preservation Board.

Discussion focused on ensuring that the restructuring would not diminish the role or authority of the Historic Preservation Board. Staff confirmed that no substantive changes to the board's authority

REGULAR CITY COUNCIL MEETING

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were proposed. Additional discussion highlighted the benefits of CLG designation, including increased access to grant funding and the potential elimination of matching requirements for certain grants.

Lance Smith motioned to approve the first reading of Ordinance No. 1516-26. Seconded by Steven Spina. Motion passed unanimously.

4. PUBLIC WORKS DIRECTOR'S REPORT

Public Works Director Shane LeBlanc provided an update on the City's recycling program rollout and departmental staffing. He introduced Dequan Anderson, and congratulated him on being recently promoted to Sanitation Superintendent, previously held by Bobby Black, noting his 10 years of service and experience within the division.

Mr. LeBlanc outlined the rollout of new 65-gallon automated recycling carts, with approximately 3,000 units procured and distribution focused on existing recycling customers. Delivery is scheduled for April 18 and April 25 (Monday/Thursday customers) and May 2 and May 9 (Tuesday/Friday customers), with the program officially launching on May 13, 2026. At that time, only the new carts will be serviced, and the 18-gallon bins will no longer be collected.

He emphasized that the transition is a coordinated effort across multiple departments, supported by public outreach including email notifications, maps, and door hangers. The new system is expected to improve efficiency, reduce contamination, and enhance service delivery.

The report was informational, and no Council action was taken.

5. CITY MANAGER'S REPORT

5.1 Special Event Boots In The Hills Alcohol Approval. This event is scheduled for 5/9/26 2pm-10pm. They will require approval to use the venue as a wetzone. The guest will provide their own Alcoholic beverages that will be regulated. ZPD will be present along with the events private security.

Staff noted the event will include live music and food vendors and was held at this location previously without incident. The event will benefit The Quarters Foundation.

Kenneth Burgess motioned to approve Business Item 5.1. Seconded by Steven Spina. Motion passed unanimously.

5.2 B.R.W. Contracting, Inc. Change Order - South Ave Extension [25-25-01]

City Manager Poe presented three change orders totaling \$116,506.55 related to the South Avenue Extension project, including adjustments for utility conflicts and additional excavation. He acknowledged the change orders were executed without prior Council approval and accepted responsibility..

Public Works Director LeBlanc provided additional context, noting the project timeline constraints tied to FDOT funding and the benefit of completing additional work while the contractor was mobilized. Discussion addressed funding sources, project scope adjustments, and long-term utility benefits.

Lance Smith motioned to approve the change orders. Seconded by Jodi Wilkeson. Motion passed unanimously.

5.3 May 25, 2026 City Council Meeting

City Manager Billy Poe presented a request for Council direction regarding the regularly scheduled May 25, 2026 City Council meeting, which falls on Memorial Day. He noted that City offices will be closed in observance of the holiday and staff recommended cancellation of the meeting. Council expressed no objections.

REGULAR CITY COUNCIL MEETING

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Lance Smith motioned to cancel the May 25, 2026 regular City Council meeting. Seconded by Jodi Wilkeson. Motion passed unanimously.

MAYOR ANNOUNCEMENTS

Mayor Melonie Bahr Monson announced the upcoming Citizen of the Month recognition and requested Council participation due to a scheduling conflict. City Manager Poe indicated he would attend if no Council member was available.

Mayor Monson expressed appreciation to Staff for support during public engagements and for resolving the Water’s Edge issue.

Mayor Monson commented on the Bauducco job fair turnout and raised concerns regarding public perception related to pay transparency. Discussion followed regarding the City’s role in distributing externally provided information and the importance of clear communication in future partnerships

CITY MANAGER ANNOUNCEMENTS - NONE

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Lance Smith recognized staff for Rotary presentations and community engagement. Commented on strong job fair turnout and reaffirmed support for economic development decisions, citing long-term job creation and revenue benefits.

Jodi Wilkeson thanked staff for presentations and recognized Main Street and CRA efforts for a successful Founders Day event.

Steven Spina highlighted success of the “History in Motion” event, noting strong attendance and positive feedback. He emphasized importance of showcasing City assets. Noted event will return March 20, 2026.

Kenneth Burgess commented on job fair turnout and public discourse, expressing support for economic development efforts and workforce opportunities.

Charles Proctor - NONE

6. NOTED ITEMS

6.1 Kimley-Horn Work Order - 9th Ave Stormwater Design

ADJOURN 8:27pm

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.3

Utility Service Agreement **45-2026-04** for Michael G & Angela Roxanne McIntyre (39239 Longview Ave)

Issue:

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

Background:

The property is located outside the city limits, but within our utility service area. The property is located off 23rd Street. North of CR 54.

Attachment(s):

1. 45-2026-04 Utility Service Agreement for Michael G & Angela Roxanne McIntyre (39239 Longview Ave)

Fiscal Impact:

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

Staff Recommendation:

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

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 13TH day of APRIL, 2026, between
MICHAEL G & ANGELA ROXANNE MCINTYRE hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

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

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

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

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

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

Physical Address: 39239 LONGVIEW AVE ZEPHYRHILLS FL 33542

Parcel Identification Number: 01 26 21 0010 04300 0020

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 EAST 63.9 FT OF WEST 137.8 FT OF
NORTH 92.5 FT OF TRACT 43 & WEST 17.9 FT OF EAST 63.9 FT OF WEST 201.7 FT OF NORTH 92.5
FT SAID TRACT 43; & THE EAST 46.0 FT OF WEST 201.7 FT OF NORTH 92.5 OF SAID TRACT 43;
SUBJECT TO EASEMENT FOR RD R/W OVER SOUTH 12.5 FT THEREFORE & ZEPHYRHILLS
COLONY COMPANY LANDS PB 1 PG 55 EAST 63.9 FT OF WEST 73.9 FT OF NORTH 92.5 FT OF
TRACT 43 SUBJECT TO AN ESEMENT FOR ROAD R/W OVER SOUTH 12.5 FT THEREOF AKA LT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

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

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

(SEAL)

NOTARY PUBLIC
My Commission Expires:

Witness Signature _____
Witness Printed Name _____

Applicant Signature _____
Applicant Printed Name _____

Witness Signature _____
Witness Printed Name _____

Applicant Signature _____
Applicant Printed Name _____

Witness Signature _____
Witness Printed Name _____

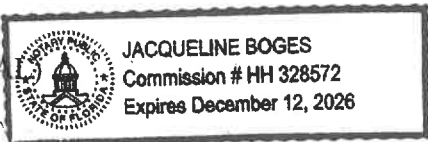
Witness Signature _____
Witness Printed Name _____

STATE OF FLORIDA
COUNTY OF PASCO

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

WITNESS my hand and official seal in the State and County aforesaid this 13th day of April, 2026.

(SEAL)



NOTARY PUBLIC
My Commission Expires: December 12, 2026

CONSENT ITEMS 1.4

Award of bid for Depot Parking Lot Improvements - Foshee Construction Co., LLC

Issue:

Award of Bid for Depot Parking Lot Improvements

Background:

The Depot Parking Lot at 39110 South Avenue currently has an unimproved parking lot. Design and construction plans were prepared along with SWFWMD permitting to modify the drainage and improve (pave) the parking lot.

Low Bid: Foshee Construction Co., LLC

Not to Exceed \$271,144.97 (includes 10% contingency).

Attachment(s):

1. Train Depot Parking Lot - Contractor Recommendation
2. 01 - Pricing Summary - 2026-002

Fiscal Impact:

FY 26 Budget \$375,000

Staff Recommendation:

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



April 21, 2026

Jessica Carter
Assistant Financial Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: *Train Depot Parking Lot for City of Zephyrhills Contractor / Vendor*

Dear Ms. Carter,

This letter is to recommend Foshee Construction Co. LLC, as the selected contractor for Train Depot Parking Lot for City of Zephyrhills. Design elements include modification to an existing stormwater pond and a mix of full build out, and mill and resurface of the existing parking lot. The site will need to be graded to match proposed grades in the plans and to not impact drainage patterns offsite.

After discussion with the internal team, KH, and the city staff, we believe that Foshee Construction Co. LLC has the capability to meet the needs of the City of Zephyrhills.

We recommend that Foshee Construction Co. LLC be selected to fully implement the parking lot.

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

Selected	Line Item	Description	Quantity	Unit of Measure	Foshee Construction Co LLC		B.R.W. Contracting, INC		GPH Services	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
		Project Start Up Expenses, Construction Yard, Storage Containers, Temporary Fencing, Deliver all								
X	1	materials, Project Management	1	LS	\$36,337.66	\$36,337.66	\$56,025.00	\$56,025.00	\$37,632.38	\$37,632.38
X	2	Clearing and Grubbing	1	LS	\$21,632.00	\$21,632.00	\$200.00	\$200.00	\$31,550.52	\$31,550.52
X	3	Erosion Control	1	LS	\$2,375.67	\$2,375.67	\$5,775.00	\$5,775.00	\$1,080.00	\$1,080.00
X	4	Mill and Overlay	2644	SF	\$2.50	\$6,610.00	\$4.00	\$10,576.00	\$5.31	\$14,039.64
X	5	Concrete Removal	411	SF	\$10.24	\$4,208.64	\$5.00	\$2,055.00	\$14.80	\$6,082.80
		Grading (General grading of Site) Square footage of								
X	6	extents for grading provided	32908	SF	\$2.22	\$7,239.76	\$2.25	\$8,227.00	\$3.37	\$12,175.96
X	7	Net Cut	295	CY	\$5.15	\$1,519.25	\$15.00	\$4,425.00	\$4.44	\$1,309.80
X	8	Geoweb Slope Stabilization	1	LS	\$3,640.00	\$3,640.00	\$5,970.00	\$5,970.00	\$3,906.30	\$3,906.30
X	9	Concrete Wheel Stop	29	EA	\$90.00	\$2,610.00	\$80.00	\$2,320.00	\$120.44	\$3,492.76
X	10	Skimmer	1	EA	\$11,950.00	\$11,950.00	\$19,000.00	\$19,000.00	\$16,779.15	\$16,779.15
X	11	Concrete Flume	1	EA	\$3,100.00	\$3,100.00	\$3,435.00	\$3,435.00	\$2,397.00	\$2,397.00
X	12	Overflow Weir	1	EA	\$6,800.00	\$6,800.00	\$3,195.00	\$3,195.00	\$1,250.00	\$1,250.00
		Asphalt Pavement 1.5" SP 9.5 Asphalt (does not								
X	13	include mill and overlay SF)	16794	SF	\$2.50	\$41,985.00	\$2.25	\$37,786.50	\$1.74	\$29,221.56
X	14	12" Stabilized Subgrade	16794	SF	\$1.30	\$21,832.20	\$1.25	\$20,992.50	\$1.55	\$26,030.70
X	15	6" Crushed Concrete Base	16794	SF	\$2.50	\$41,985.00	\$2.55	\$42,824.70	\$2.83	\$47,527.02
X	16	Type D Curb	685	LF	\$21.65	\$14,830.25	\$20.00	\$13,700.00	\$19.99	\$13,693.15
X	17	Sod Replacement	13650	SF	\$0.80	\$10,920.00	\$0.60	\$8,190.00	\$0.53	\$7,234.50
X	18	Painted Pavement Markings ,Standard Solid White	1730	LF	\$4.00	\$6,920.00	\$4.90	\$8,477.00	\$2.17	\$3,754.10
X	19	Contingency 10%	1	N/A	\$15,500.00	\$15,500.00	\$25,317.37	\$25,317.37	\$25,915.73	\$25,915.73
		Total				\$261,995.43		\$278,491.07		\$285,073.07
						\$24,649.54				
						9,149.54				
						271,144.97				

CPWG Constructors, LLC		Ferreira Construction Company, Inc.		Green Loop Construction, LLC		SUPERIOR ASPHALT, INC.		Flores Construction Co.		Ryman Construction of Florida, Inc.	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
\$92,675.00	\$92,675.00	\$38,252.27	\$38,252.27	\$70,900.00	\$70,900.00	\$46,654.60	\$46,654.60	\$36,372.00	\$36,372.00	\$146,365.95	\$146,365.95
\$7,150.00	\$7,150.00	\$11,528.79	\$11,528.79	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$19,262.96	\$19,262.96
\$1,771.00	\$1,771.00	\$6,989.38	\$6,989.38	\$1,476.75	\$1,476.75	\$2,500.00	\$2,500.00	\$3,250.00	\$3,250.00	\$12,076.90	\$12,076.90
\$3.4588	\$9,145.0672	\$6.97	\$18,428.68	\$5.00	\$13,220.00	\$4.50	\$11,898.00	\$7.00	\$18,508.00	\$6.84	\$18,084.96
\$17.3966	\$7,150.0026	\$17.70	\$7,274.70	\$20.00	\$8,220.00	\$6.00	\$2,466.00	\$20.00	\$8,220.00	\$9.73	\$3,999.03
\$.9763	\$32,128.0804	\$.21	\$6,910.68	\$1.65	\$54,298.20	\$.60	\$19,744.80	\$1.00	\$32,908.00	\$.82	\$26,984.56
\$11.00	\$3,245.00	\$7.76	\$2,289.20	\$45.00	\$13,275.00	\$31.75	\$9,366.25	\$65.00	\$19,175.00	\$12.01	\$3,542.95
\$7,080.00	\$7,080.00	\$9,982.38	\$9,982.38	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$13,000.00	\$13,000.00	\$5,825.00	\$5,825.00
\$111.2414	\$3,226.0006	\$112.56	\$3,264.24	\$85.00	\$2,465.00	\$95.00	\$2,755.00	\$130.00	\$3,770.00	\$82.00	\$2,378.00
\$13,200.00	\$13,200.00	\$20,885.11	\$20,885.11	\$7,500.00	\$7,500.00	\$22,000.00	\$22,000.00	\$6,500.00	\$6,500.00	\$13,010.00	\$13,010.00
\$2,197.00	\$2,197.00	\$12,267.29	\$12,267.29	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$2,820.00	\$2,820.00
\$3,398.00	\$3,398.00	\$27,308.23	\$27,308.23	\$10,000.00	\$10,000.00	\$41,000.00	\$41,000.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00
\$2.4914	\$41,840.5716	\$2.69	\$45,175.86	\$2.05	\$34,427.70	\$1.75	\$29,389.50	\$3.00	\$50,382.00	\$1.99	\$33,420.06
\$.6284	\$10,553.3496	\$1.50	\$25,191.00	\$1.80	\$30,229.20	\$3.00	\$50,382.00	\$2.00	\$33,588.00	\$1.42	\$23,847.48
\$1.7045	\$28,625.373	\$3.00	\$50,382.00	\$2.20	\$36,946.80	\$3.50	\$58,779.00	\$3.00	\$50,382.00	\$1.20	\$20,152.80
\$45.4292	\$31,119.002	\$31.49	\$21,570.65	\$25.00	\$17,125.00	\$35.15	\$24,077.75	\$39.00	\$26,715.00	\$32.77	\$22,447.45
\$1.2651	\$17,268.615	\$.55	\$7,507.50	\$1.15	\$15,697.50	\$.90	\$12,285.00	\$2.00	\$27,300.00	\$.52	\$7,098.00
\$1.6821	\$2,910.033	\$6.21	\$10,743.30	\$8.95	\$15,483.50	\$1.10	\$1,903.00	\$4.00	\$6,920.00	\$1.27	\$2,197.10
\$35,200.00	\$35,200.00	\$32,595.13	\$32,595.13	\$35,026.47	\$35,026.47	\$39,300.10	\$39,300.10	\$36,299.00	\$36,299.00	\$35,813.80	\$35,813.80
	\$349,882.095		\$358,546.39		\$385,291.12		\$393,001.00		\$399,289.00		\$399,327.00
	\$31,468.21						\$35,370.09				\$36,351.32
	(3,731.79)						(3,930.01)				537.519999999997
	346,150.305						389,070.99				399,864.52

CONSENT ITEMS 1.5

Zephyrhills Police Department Entrance Sign

Issue:

The City Council approve an additional task order with Kenko Signs to create an entrance sign for the Zephyrhills Police Department.

Background:

The City Council approved an agreement with Kenko Signs on October 27, 2025, for city parks signage. A copy of the agreement is provided in your back-up. Chief Brewer asked staff if it was possible to add the design and build of his department signage to the contract. He had budgeted funds for FY 2026. Working with Kimley-Horn along with Kenko Signs, the Chief approved the design of the sign for construction, image provided in your back-up, at a cost of \$56,000. City staff would like to have Kenko Signs build this sign as well to keep continuity between all the new city park signs being installed around the city. Because the city parks were only included in the original contract, Finance has requested a separate approval by City Council.

Attachment(s):

1. Estimate 1377
2. Zephyrhills Police Plans
3. 41-25-33 Kenko Signs and Awning - City Parks Signs(38406422.1)

Fiscal Impact:

Funding for the Zephyrhills Police Department entrance sign is included in the approved Police Department's FY 2025/2026 budget.

Staff Recommendation:

Staff recommends approval of Kenko Signs for the construction of the Zephyrhills Police Department entrance sign at a cost of \$56,000.

Kenco Sign & Awning LLC

1539 Garden Ave
Holly Hill, FL 32117 US
+13866721590
ledpartnersfl@gmail.com

Estimate

ADDRESS

City of Zephyrhills City Hall
5335 8th Street
Zephyrhills, Florida 33542

SHIP TO

City of Zephyrhills City Hall
5335 8th Street
Zephyrhills, Florida 33542

ESTIMATE # 1377

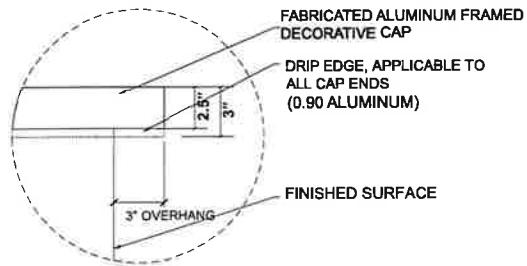
DATE 04/22/2026

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Contract Bill	Remove Existing Sign and Install New Police Sign with New City Logo on (3) Three Sides of Tower (Gall Blvd and Poncan Circle)	1	56,000.00	56,000.00
TOTAL					\$56,000.00

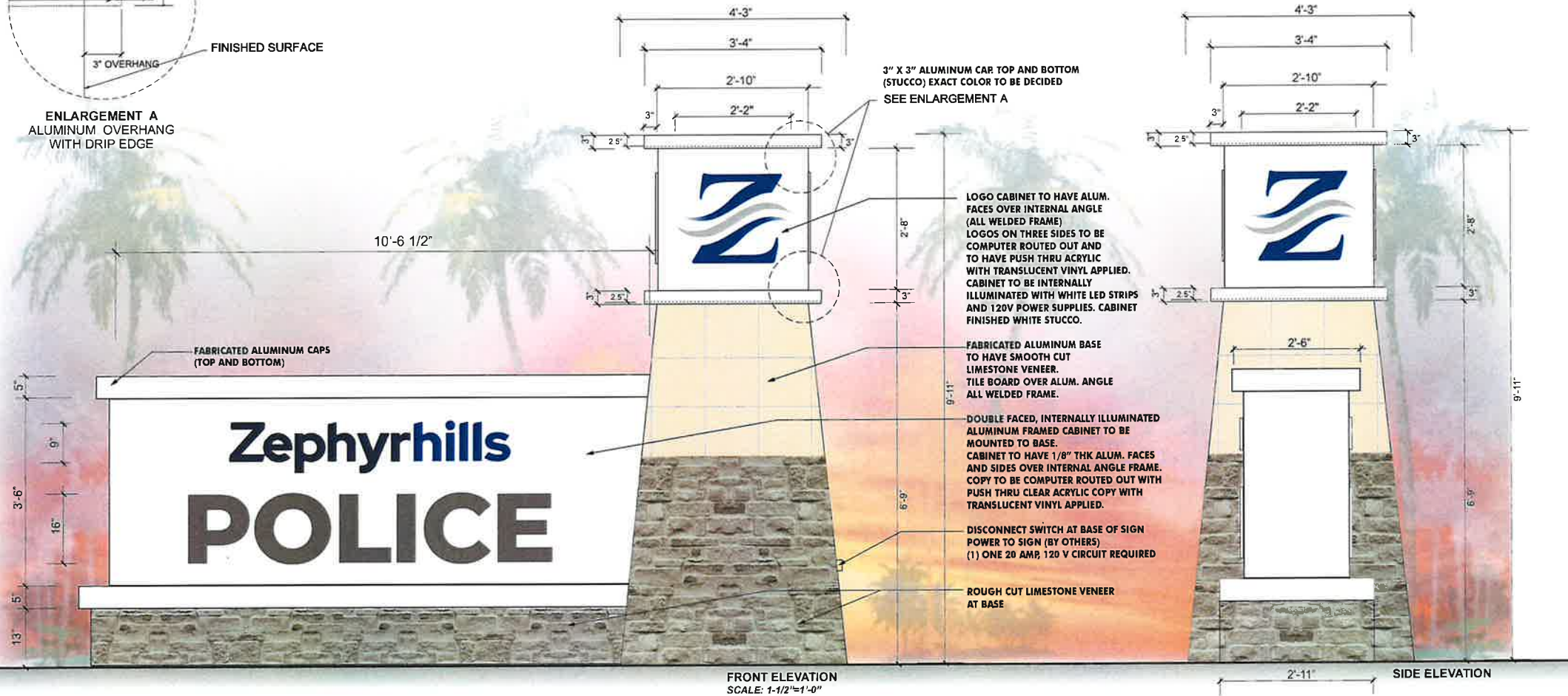
Accepted By

Accepted Date

PROPOSED MONUMENT (POLICE)



ENLARGEMENT A
 ALUMINUM OVERHANG
 WITH DRIP EDGE



EXISTING SIGN TO BE REMOVED

SPECIFICATIONS

- REMOVE EXISTING MONUMENT SIGN. FABRICATE AND INSTALL (1) NEW D/F INTERNALLY ILLUMINATED CABINET.
- FABRICATED ALUMINUM FRAMING THROUGHOUT.
- FABRICATED ALUMINUM TOWER WITH INTERNALLY ILLUMINATED LOGO ON THREE SIDES. FABRICATED ALUMINUM CAPS AND TRIM.



DATE: 02/24/26

DESIGNER: RB

REVISIONS / DATE:

-
-
-

SHEET 1 OF 1

CITY OF ZEPHYRHILLS	
PROJECT: GALL BOULEVARD AND PONCAN CIRCLE	
CITY: ZEPHYRHILLS	FL 33642
SALES REP: RAYMOND WEBB	
DATE: _____	
TIME: _____	
APPROVED: _____	

This design (except registered or existing trademarks) is the property of KENCO 2000, INC. And shall not be reproduced or copied in whole or in part without the permission of the above named owner.

K
KENCO
 SIGNS - STATEWIDE
LED
 PARTNERS
 FLORIDA
 DIGITAL DISPLAYS
 1539 GARDEN AVENUE
 HOLLY HILL, FL 32117
 386-672-1590
 800-526-3291
 FAX 386-677-2910

Signs are intended to be installed in accordance with the installation instructions provided with the sign sections and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



www.kenco2000inc.com

Atlantic Engineering & Consulting, LLC
2536 Florida Blvd., South Daytona, FL 32119

Phone: (386) 631-1020
Email: clarkco6454@gmail.com

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2023 Florida Building Code, 8th Edition


LIMITATION: Valid for the sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

Name: Kenco Signs
Project: City of Zephyrhills (Zephyrhills) - Monument Sign 1

Description: Column / Pole Design and Footing Design

- Specifications:
- | | |
|---|---|
| 1. 2023 Florida Building Code, 8th Edition | 9. ASTM 6053, 6061-T6 Structural Aluminum Tubing, $F_y = 20$ ksi min. |
| 2. ACI 318-08, ASCE 7-22 | 10. ASTM A53, Grade B, Type E or S, Structural Piping, $F_y = 35$ ksi |
| 3. ASTM F1554 Grade 36, ASTM A307 Anchor Bolts, (Heavy Hex on Bottom, not "L" bolts, UNO) | 11. Rebar, Grade 60 for #6 or Larger, Grade 40 for #5 or Smaller |
| 4. ASTM A36 Structural Steel | 12. ASTM A992 / A572 Grade 50 - Standard I-Beams, $F_y = 50$ ksi |
| 5. ASTM A325 Connection Bolts, Snug Tight | 13. ASTM A307 Carbon Steel Bolts & Studs |
| 6. ASTM A500 Grade B, Structural Steel Tubing, $F_y = 46$ ksi | 14. ASTM C-920 Elastomeric Joint Sealant |
| 7. ASTM A449 Hex Cap Screws, Bolts & Studs, Steel, Heat Treated, $F_y = 120, 105, 90$ minimum | 15. Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Patrick Clark, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. |
| 8. Will comply with National Electrical Coded (NEC) 2020 | |

THIS SEAL FOR STRUCTURAL ONLY
PATRICK CLARK, P.E. FL 99113



Digitally signed by Patrick Clark
Date: 2026.03.16 13:15:07 -04'00'

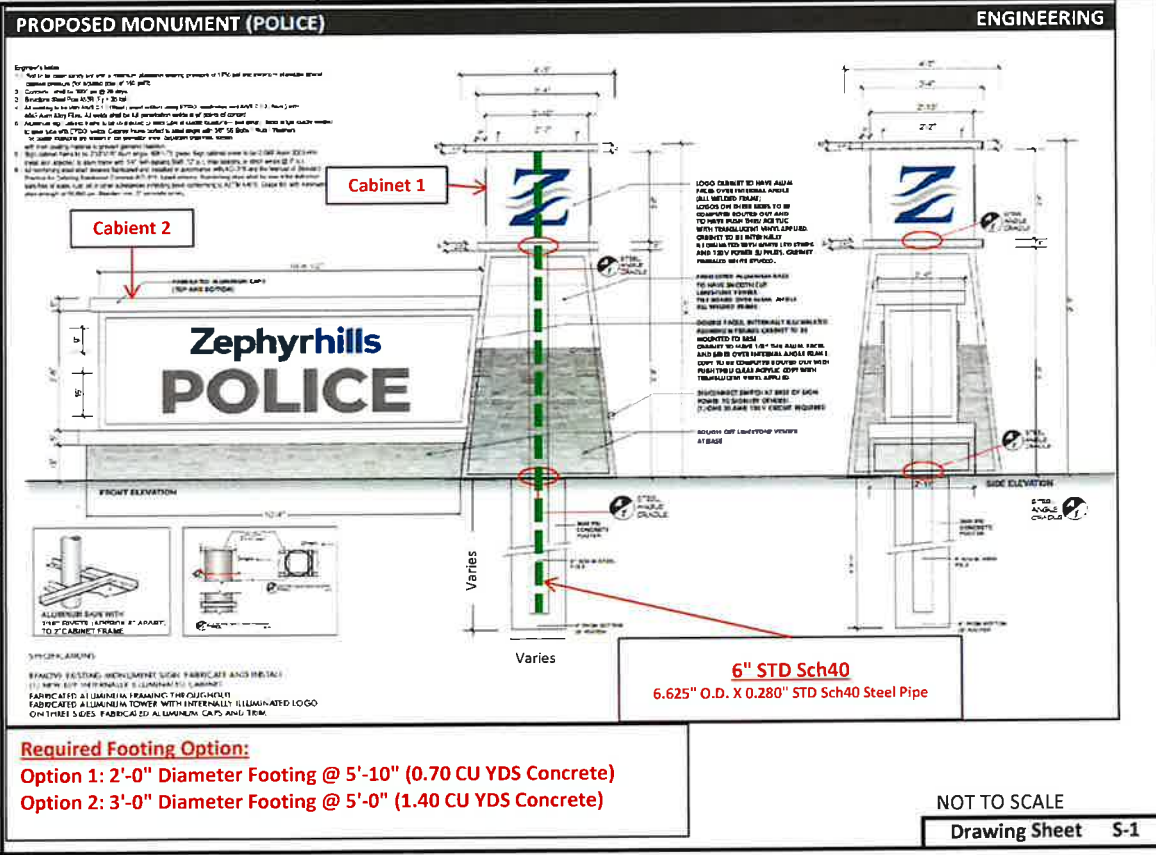
Signature: _____
Date: 3/16/2026

Printed Date: 3/16/2026
Drawn By: Patrick Clark, P.E.
Checked By: Patrick Clark, P.E.

Special Notes:
1. Sign Location: Gall Blvd. and Poncan Circle, Zephyrhills, FL 33542
2. Column Specs 1: 6.625" O.D. X 0.280", $f_y = 31.9$ ksi STD Sch40 Steel Pipe
3. Foot. Size = 3.00 ft dia. @ 5.00 ft depth
4. Assumed soil bearing capacity = 2200 psf, sides = 200 psf per foot depth (Field Verify)

Assumption:

1. Design Wind Speed, $V_{ult} =$	140 mph	Per 2023 FBC 8th Edition Wind Maps			
2. Concrete Strength, $f'_c =$	3000 psi	min. compressive strength			
3. Wind Loads Per =	ASCE 7-22				
4. Wind Exposure =	C	Verify in Field			
a) $Z_g =$	900				
B) $\alpha =$	9.5				
C) $K_d =$	0.85				
5. Risk Category =	II	MRI = 900 years			
a) $I =$	1.00	ASCE 7-22, For Category II Buildings			
6. Columns / Pipes =	6.625" O.D. X 0.280", $f_y = 31.9$ ksi	STD Sch40 Steel Pipe			
a) $d =$	0.280 in	STD Sch40			
b) O.D. =	6.625 in	STD Sch40			
c) I.D. =	6.065 in				
d) $S_{act} =$	8.50 in ³	= 188.32 lbs			
e) Weight =	18.99 lbs / ft				
7. Sign Dimensions =	Height (ft)	Width (ft)	Area (ft ²)	Each	Area _T (ft ²)
a) Adv. Cabinet1 =	9.92	4.25	42.15	1	42.15
b) Adv. Cabinet2 =	5.42	10.54	57.10	1	57.10
c) Adv. Cabinet3 =	0.00	0.00	0.00	1	0.00
					Total Area = 99.25 ft²
8. Sign Weight =	Unit Weight (lb/ft ²)	Weight (lbs)			
a) Adv. Cabinet1 =	5.00	= 210.73			
b) Adv. Cabinet2 =	3.00	= 171.30			
c) Adv. Cabinet3 =	5.00	= 0.00			
		Total Weight = 382.03 lbs			
9. Soil must be verified by sign installer. Calculations are based off the assumption that the soil bearing capacity is a minimum of 2200 psf and sides of 200 psf per foot depth (1.3 for wind). If there is a question about bearing capacity of the soil, it is recommended that a soil test be performed before sign installation. (Field Verify)					



Atlantic Engineering & Consulting, LLC
 2536 Florida Blvd., South Daytona, FL 32119

Phone: (386) 631-1020
 Email: clarkco6454@gmail.com

Name: Kenco Signs
 Project: City of Zephyrhills (Zephyrhills) - Monument Sign 1

Description: Calculate Wind Loads

Sign Dimensions: 1. Sign Height, H, Z & s = 9.92 ft
 2. Width, B = 4.25 ft
 3. Height off Ground, h = 0.00 ft if h = 0, s = h

Analysis:

1. Wind Loads, ASCE 7-22

>Wind Force

a) **Velocity Pressure, VP** = $0.00256 \times K_z \times K_{zt} \times K_d \times V^2 \times I$, where
 K_z = velocity pressure exposure coefficient = 0.85
 K_{zt} = topographic speed up factor = 1.00
 K_d = wind directional factor = 0.85
 V = wind velocity = 140 mph
 I = Importance Factor = 1.00

For $Z < 15$ ft: $K_z = 2.01 \left(\frac{15}{Z_g}\right)^{2/\alpha}$

, where Z = height above ground level
 Z_g & α = terrain exposure constants (ASCE 7-22)

For $15 \leq Z \leq Z_g$: $K_z = 2.01 \left(\frac{Z}{Z_g}\right)^{2/\alpha}$

Therefore.... **Velocity Pressure = 36.20 psf**

b) **Factored Wind Pressure, WP** = $VP \times G \times C_f$, where
 G = gust-effect factor (0.85 for rigid struct) = 0.85
 C_f = force coeff (Fig. 29.4-1, ASCE 7-22) = 1.58
 a) aspect ratio = $B/s = 0.43$
 b) clearance ration = $s/h = 1.00$

Therefore.... **Factored Wind Pressure = 48.62 psf**

c) **Wind Force, WF** = $WP \times A \times \frac{x^2}{L^2}$, where
 $x = 2/3 \times L = 6.61$ ft
 A = area of sign = 99.25 sf

Therefore.... **Wind Force (Shear Force) = 2144.73 lbs**
Sign Weight (Axial Force) = 570.35 lbs

>Moment At Grade

a) **Moment, M** = $WF \times h$, where h = moment arm = $0.5H = 4.96$ ft
 Therefore.... **Moment at Sign Bottom = 13.46 kips-ft**

2. Sign Column Bending, S (Section Modulus)

$S = \frac{M}{f_b \times NC}$
 M = Moment = 13.46 kips-ft
 f_b = yield strength = 31.9 ksi
 NC = # of Columns = 1.00

Therefore.... **Bending, $S_{req} = 5.072$ in3**

Therefore.... **Bending, $S_{act} = 8.496$ in3** Data Taken From Machinery Handbook

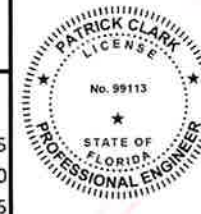
Therefore.... **Sact > Sreq (OK)**

Pipe Size = 6.625 in X 0.2800 in Steel Pipe, S = 8.4958 in3

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2023 Florida Building Code, 8th Edition

LIMITATION: Valid for the sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

THIS SEAL FOR STRUCTURAL ONLY
 PATRICK CLARK, P.E. FL 99113



Digitally signed
 by Patrick Clark
 Date: 2026.03.16
 13:15:22 -04'00'

Printed Date: 3/16/2026

Drawn By: Patrick Clark, P.E.

Checked By: Patrick Clark, P.E.

Special Notes:

1. Sign Location: Gall Blvd. and Poncan Circle, Zephyrhills, FL 33542
2. Column Specs 1: 6.625" O.D. X 0.280", fy = 31.9 ksi STD Sch40 Steel Pipe
3. Foot. Size = 3.00 ft dia. @ 5.00 ft depth
4. Assumed soil bearing capacity = 2200.00 psf, sides = 200 psf per foot depth (Field Verify)

Signature: _____
 Date: 3/16/2026



Note: Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Patrick Clark, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

NOT TO SCALE

Drawing Sheet S-2

Name: Kenco Signs
Project: City of Zephyrhills (Zephyrhills) - Monument Sign 1

Description: **Footing Design for Monument Sign**

Assumptions:	1. Unit Weight, Γ_{SAND} =	105.00 lbs / ft ³
	2. Friction Angle, ϕ =	30 degrees
	3. Soil Bearing Capacity, q_s =	2200.00 lbs / ft ²
	4. Factor of Safety =	3.00

Analysis: **1. Broms Method**
> Shear Force $V_x = WF \frac{x^2}{L^2}$, where W = Total Wind Force = 2144.73 lbs
 $x = \frac{2}{3} \times L = 6.61$
 L = Total Height of Sign = 9.92

Therefore... $V_x = 953.21$ lbs / 1 Column = 953.21 lbs

> Diameter, $D = \frac{2V_x(e+L)}{\Gamma L^3 K_p}$, where Diameter of Footing, $D = 3.00$ ft
Shear Wind Force, $V_x = 953.21$ lbs
Moment Arm, $e = 4.96$ ft
Requ. Embedment Depth, $L_R = 5.00$ ft
Exist Embed Depth, $L_E = N/A$
Unit Weight of Sand, $\Gamma = 105.00$ lbs / ft³
Passive Earth Coef., $K_p = 1 - \sin\phi = 0.5$
Therefore... Required Dia. = 3.00 ft
Exist. Dia. = N/A
Depth Check = OK

Therefore...
Footing Depth = 5.00 ft
Footing Diameter = 3.00 ft
Volume of Concrete = 1.44 CU YDS X 145 lbs / ft³ = 5637.21 lbs

> Bearing Pressure
 $q_{actual} = \frac{W_{TOTAL} + \pi r^2 X d X \Gamma_c}{\pi r^2}$, where $W_{TOTAL} = W_{SIGN} + W_{FOOTING} + W_{POLES} = 6207.56$ lbs
 $r = 1.50$ ft
 $q_{actual} = 689.7$ lbs / ft² $\Gamma_{concrete} = 145.00$ pcf

$q_{allowable} = q_s [1 + 0.20(d-1)]$, where Soil Bearing Capacity, $q_s = 2200.0$ lbs / ft²
 $q_{allowable} = 1320.0$ lbs / ft²

Therefore... $q_{allowable} > q_{actual}$ OK

Footing Size = 3.00 ft dia. @ 5.00 ft depth

THIS SEAL FOR STRUCTURAL ONLY
PATRICK CLARK, P.E. FL 99113

Digitally signed by Patrick Clark
Date: 2026.03.16 13:15:36 -04'00'

Signature:
Date: 3/16/2026

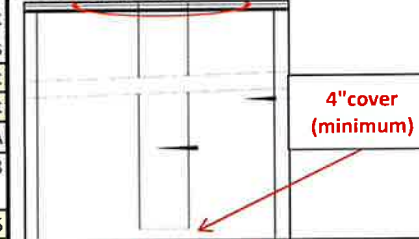
Printed Date: 3/16/2026

Drawn By: Patrick Clark, P.E.

Checked By: Patrick Clark, P.E.

Special Notes:
1. Sign Location: Gall Blvd. and Poncan Circle, Zephyrhills, FL 33542
2. Column Specs 1: 6.625" O.D. X 0.280", $f_y = 31.9$ ksi STD Sch40 Steel Pipe
3. Foot. Size = 3.00 ft dia. @ 5.00 ft depth
4. Assumed soil bearing capacity = 2200.00 psf, sides = 200 psf per foot depth (Field Verify)

Footing Options:



Required Footing Options:
Option 1: 2'-0" Diameter Footing @ 5'-10" (0.70 CU YDS Concrete)
Option 2: 3'-0" Diameter Footing @ 5'-0" (1.40 CU YDS Concrete)

- Notes:
- In the event utilities are encountered during footing excavation/installation, stop work immediately & notify the engineer.
 - In the event utilities are encountered, there will be two options:
 - Bottom of footing to be 3'-6" min. (horizontal distance) from top of pipe(s).
 - Concrete encase utilities according to engineer's recommendation.
 - In the event construction debris and/or other deliterious material encountered during footing excavation/insatllation, stop work immediately & notify the engineer.
 - Refer to 9. on S-1 for soil bearing capacity requirements. Soil must be compacted to RC = 98% min. around footing to extent 4' beyond footing diameter.
 - Concrete Volume calculations are based on neatline footings. Additional concrete may be necessary. Contractor will need to verify actual concrete volumes required.
 - In the event the footing to be hand dug and, therefore; the diameter is an approximation & not an exact shape.
 - Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Patrick Clark, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CITY OF ZEPHYRHILLS AGREEMENT 41-25-33
CITY PARKS SIGNAGE CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 27th day of October, 2025 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **KENCO SIGN AND AWNING LLC**, a limited liability company organized and authorized to do business in the State of Florida, having its principal office at 1539 Garden Ave., Holly Hill, FL 32117 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the “Contract Documents”, are incorporated into and made part of this Agreement:

2.1.1 Bid Documents for Zephyrhills City Parks Signage – Project ID 2025-12 “**Exhibit A**”.

2.1.2 Contractor’s response to bid for Zephyrhills City Parks Signage – Project ID 2025-12 “**Exhibit B**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

3.1.1 Contractor shall furnish all materials described in Article 2, at the contract amount not to exceed **Four Hundred Ninety-Five Thousand Dollars and 68/100s (\$495,000.68)** which actual bid amount is shown in Contractor’s bid, subject to additions and deductions as provided in the Agreement and the Contract Documents.

3.1.2 The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within the time which shall be set by the parties via written task order after the first pre-construction meeting.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances

within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1. The sums due to the Contractor according to Article II, shall be due and payable in full, in accordance with the terms of the Invitation to Bid. Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the City: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City might be responsible or its property encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents is currently in effect, shall remain in force after final payment, and shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no potential reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) any other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents, to the extent and in such form as may be designated by the City.

4.2. For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold ten percent (10%), as retainage, from the payment otherwise due.

4.3. When the work has been completed and this Agreement fully performed, the Contractor shall submit a final application for payment to the City for approval. The City shall make final payment to the Contractor within forty-five (45) days after the Contractor approves of such final application for payment.

4.4. The parties understand and agree that the City shall bear no obligation under this Agreement, or otherwise, to pay, or to be responsible in any way, for payment to a subcontractor performing portions of the work for the Contractor. If, however, the City receives a Notice to Owner claiming that the Contractor has not properly paid any party that has contracted with the Contractor for any work associated in any way with this project, then the City may, at its sole discretion and after providing notice to the Contractor, pay such party and then deduct the sums paid from any amounts remaining to be paid to the Contractor.

4.5. Neither payment nor partial or entire use or occupancy of the project by the City shall constitute an acceptance of work not in accordance with the Contract Documents or otherwise improperly performed.

4.6. The Contractor warrants that title to all construction covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all construction for which payments have been received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

4.7. The parties understand and agree that the making of final payment by the City shall, in no way, constitute a waiver of claims by the City.

4.8. Acceptance of final payment shall constitute a waiver of all past, present, or future claims by the Contractor.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

5.7 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the City and/or the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should the work fail to meet approval of the City and/or Architect/Engineer they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the City and/or Architect/Engineer, it is undesirable to

replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and/or Architect/Engineer shall be equitable.

5.8 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the City and/or Architect/Engineer of such conditions before they are disturbed. The City and/or Architect/Engineer will thereupon promptly investigate the conditions, and if they find that the conditions materially differ from those shown on the Plans or indicated in the specifications they will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in this Agreement.

ARTICLE 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers’ compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers’ compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

KENCO SIGN AND AWNING LLC
1539 Garden Avenue
Holly Hill, FL 32117
ledpartnersfl@gmail.com

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills’s liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

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

self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

13.2 If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on the Change Order form provided by City. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The Contractor shall not start work on any alteration requiring an increase or decrease in price or extension of time until a Change Order setting forth the adjustments is executed by the City. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the City.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this

Agreement shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Dade City, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

16.16 The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect Owner from liabilities for which Contractor is responsible.

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

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.



CITY OF ZEPHYRHILLS

Charles E. Proctor

 Charles E. Proctor
 Council President

Signed, Sealed and Delivered
In the presence of:

**CONTRACTOR:
KENCO SIGN AND AWNING LLC**

 Witness

 Witness

By: _____
 Name: _____
 Title: _____

PUBLIC HEARING 2.1

Historic Preservation - Certified Local Government

Second Reading Ordinance No. 1516-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING NEW SECTIONS 30.180, 30.181, AND 30.182 OF CHAPTER 30 OF THE OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO UPDATE AND PROVIDE CHANGES TO THE HISTORIC PRESERVATION BOARD; AMENDING CHAPTER 154 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO INCORPORATE UPDATED PROVISIONS FOR HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; REPEALING SECTION 10.02.05.04 OF THE LAND DEVELOPMENT CODE TO AVOID DUPLICATION OF APPLICABLE CODE TO THE ZEPHYRHILLS HISTORIC PRESERVATION BOARD, HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1516-26 on the Second Reading

Issue:

The existing Historic Preservation Ordinance does not adequately meet the Certified Local Government program eligibility requirements.

Background:

The proposed revisions to Chapter 30 and Chapter 154 of the Code amends the existing language that established the Historic Preservation Board in Chapter 154, HISTORIC PROPERTIES AND HISTORIC DISTRICTS. Establishment of the Board is amended and moved to Chapter 30, BOARDS AND COMMISSIONS. Chapter 154 is amended to reflect this change and additional clarification and language is added to reflect required updates to procedures and reporting to the state. Section 3.03 HISTORIC DISTRICTS from the Land Development Code is repealed. These proposed changes remove the duplication and redundancy of the existing Historic Preservation language while more uniformly fitting within the existing Code of Ordinance structure, reflecting standards for the establishment of other boards and commissions within the Code.

The proposed, City-initiated, changes reflect the requirements of the Certified Local Government program to make the City eligible for the financial, regulatory, and technical assistance programs that are provided by the Department of State.

Attachment(s):

1. Ordinance 1516-26 Historic Preservation Board and Historic District Amendment

(39350218v1)

Fiscal Impact:

There is no anticipated fiscal impact for residents or businesses, nor to the City.

Staff Recommendation:

Staff recommends approval of the revised ordinances as presented.

ORDINANCE NO. 1516-26

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING NEW SECTIONS 30.180, 30.181, AND 30.182 OF CHAPTER 30 OF THE OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO UPDATE AND PROVIDE CHANGES TO THE HISTORIC PRESERVATION BOARD; AMENDING CHAPTER 154 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES TO INCORPORATE UPDATED PROVISIONS FOR HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; REPEALING SECTION 10.02.05.04 OF THE LAND DEVELOPMENT CODE TO AVOID DUPLICATION OF APPLICABLE CODE TO THE ZEPHYRHILLS HISTORIC PRESERVATION BOARD, HISTORIC PROPERTIES AND THE HISTORIC DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City of Zephyrhills recognizes the cultural value that historical, archaeological, and architectural resources provide to the community; and

WHEREAS, preserving and protecting these resources within the City Limits fosters community pride while connecting the history of the City, its growth, and historical events to the present day; and

WHEREAS, the City Council finds it necessary and appropriate to amend the structure of the Historic Preservation Board and to amend the ordinances that designate, regulate, and administer these resources within the city; and

WHEREAS, the City Council desires to maintain status as a Certified Local Government in good standing with the State Historic Preservation Officer; and

WHEREAS, the City Council finds it appropriate to update the Historic Preservation Board, moving its creation to Chapter 30 (Boards and Commissions), to update Chapter 154 (Historic Properties and Historic Districts) and to repeal Land Development Code Section 10.02.05 (Historic preservation board) to reflect these changes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida as follows:

Section 1. Creation of New Sections 30.180 through 30.182 – HISTORIC PRESERVATION BOARD.

Chapter 30 of the Zephyrhills Code of Ordinances is hereby amended to add new Sections 30.180, 30.181, and 30.182, titled "HISTORIC PRESERVATION BOARD," to read as follows:

HISTORIC PRESERVATION BOARD

Sec. 30.180. Creation of a Historic Preservation Board.

(A) Creation of the Board. There is hereby created a Board whose title shall be the “Zephyrhills Historic Preservation Board” (hereinafter “Board”). The Board is vested with

the power, authority, and jurisdiction to identify, designate, regulate, and administer historical, archaeological, and architectural resources within the city, as herein prescribed under the direct jurisdiction and legislative control of the City Council.

- (B) *Purpose of the Board.* The purpose and intent of the Board shall be to establish the framework for a comprehensive preservation program through which these resources are preserved, restored, rehabilitated, and reused. The City recognizes the cultural value that these resources provide and that preserving and protecting historical, archaeological, and architectural resources within the City Limits fosters community pride while tying the history of the City, its growth, and historical events to the present day.
- (C) *Board position within the city.* The Board shall be part of the planning functions of the city.
- (D) *Board membership.* The Board shall consist of five members and two alternates. Each City Council member shall have the authority to nominate one member of his or her choosing to the Board. The Mayor of the City of Zephyrhills is designated the Chief Elected Official, and as such, will sign appointment documents, and any other relevant documents related to the Zephyrhills Historic Preservation Board. Members shall serve without compensation, but shall be reimbursed for actual expenses. In addition, the City Council may appoint a first and second alternate member to the Historic Preservation Board. Such alternates may participate in all authorized functions of the Historic Preservation Board; provided, however, such alternates shall have no vote in the administrative or quasi-judicial determinations of the Historic Preservation Board, except in the temporary absence or disability of a regular member or members, or when such regular member or members shall be disqualified from voting in any particular case or cases.
- (E) *Qualifications.* The Board shall consist of a majority of city residents and persons owning a business registered in the city who shall have knowledge of historical or architectural development within the city or have a deep concern for preservation, development, and enhancement of the historical resources of the city. To the extent available in the community, the City Council shall appoint professional members from the disciplines of architecture, history, archaeology, real estate, building construction or other historic preservation related disciplines. Lay persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines shall make up the balance of the Board.
- (F) *Terms of office.* Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: two members for two years; and three members for three years. Members may be re-appointed on the expiration of their term during the annual installment of new members in June. Members shall continue in office until the appointment of a successor. Members appointed to fill a vacancy shall serve the remainder of the unexpired term. Initially, one alternate shall be appointed by City Council for two years and one alternate shall be appointed for three years. The Historic Preservation Board alternates shall be appointed prior to the annual installment in June at the beginning of the term.
- (G) *Officers.* Members of the Board shall elect officers from among the members to serve as Chairman and Vice-Chairman for a period of one year, with election of officers being held at the first regular meeting of the year.
- (H) *Vacancies.* Vacancies on the Board caused by the expiration of a term, resignation, removal, death, or permanent absence from the city, or by incapacity of a member, shall be filled by appointment within 60 days. An extension of up to an additional 60 days can be requested by a written request from the Board to the State Historic Preservation Officer.

- (I) Removal. Members may be removed from the Board only by the Chief Elected Official; however, whenever a member of the Board shall fail to attend two of three consecutive meetings, without cause and without prior approval of the Chief Elected Official, the Board shall declare the member's office vacant and petition the Chief Elected Official for the appointment of a new member to fill the vacancy.
- (J) Rules of procedure. The Board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the proper administration and enforcement of the provisions of this chapter. Such rules and regulations shall conform to the provisions of this chapter and shall govern and control procedures, hearings, and actions of the Board. No such rules and regulations shall become effective until a public hearing has been held upon the proposed rules and regulations by the Board and the same has been approved by the City Council and filed with the City Clerk. Amendments shall be adopted in a like manner. Upon approval by the Council, such rules and regulations shall have the full force and effect of law within the city. The Rules of Procedure shall be open to public inspection.
- (K) Meetings. The Board may meet biweekly but shall meet at least four times per year at regular intervals, once per fiscal quarter. The Board may also hold special meetings as the Board may determine. All meetings of the Board shall be given in a public forum, open to the public, and minutes of each meeting shall be kept and made available to the public. No official action may be taken at any special meeting unless a majority of all members concur. Notice of meetings shall be publicly announced and have a previously advertised agenda. Three members shall constitute a quorum for the purposes of meetings and transacting business. No recommendations or formal action of the Board shall be taken without a majority vote of those voting and without the concurrence of at least two members. Failure to receive a majority vote of those voting and at least two affirmative votes shall act as a denial by the Board.
- (L) Staff and personnel. The city shall provide the Board with staff sufficient to undertake the requirements for certification of the state to carry out the duties and responsibilities delegated to Certified Local Governments and the requirements of this chapter. The City Attorney shall serve as legal counsel to the Board in all matters.
- (M) Satisfactory Performance of Certified Local Government responsibilities. The responsibilities required to maintain status as a Certified Local Government in good standing will be maintained to the established standards.
1. Prior notice of all meetings of the Board shall be provided to the State Historic Preservation Officer at least 30 calendar days prior to the meeting.
 2. Following each meeting of the Board, records of attendance of the Review Commission, minutes of the meeting, and public attendance figures shall be submitted to the State Historic Preservation Officer within 30 calendar days of each meeting.
 3. Notification to the State Historic Preservation Officer shall be provided within 30 calendar days for any change in Board membership or any amendments to this ordinance shall be submitted for review and comment at least 30 days prior to adoption.
 4. When new historic designations or alterations to existing designations are passed by the Board, the State Historic Preservation Officer shall be immediately notified.

5. By November 1st of each year an annual report covering the activities of the previous year from October 1st to September 30th shall be submitted to the State Historic Preservation Officer. The annual report shall include the following information.
 - (a) A copy of the Rules of Procedure.
 - (b) A copy of the historic preservation ordinance.
 - (c) Resume of Commission members.
 - (d) Changes to the Commission.
 - (e) New Local designations to the District.
 - (f) New National Register listings.
 - (g) Review of survey and inventory activity with a description of the system used.
 - (h) Program report on each grant-assisted activity.
 - (i) Number of projects reviewed.
 - (j) An updated map of the District showing the District boundaries and clearly identifying contributing and non-contributing structures. This map shall also be updated within Appendix A of these Ordinances at the same time as the submittal of the annual report.

Sec. 30.181 Powers and duties.

(A) Powers and duties of the Board. It shall be the responsibility of the Board to:

1. Conduct an ongoing historic survey and inventory of historically, culturally, archaeologically, or architecturally significant resources within the city and to plan for their preservation. All inventory materials shall be compatible with the Florida Master Site File (FMSF), and provided to the State Historic Preservation Office;
2. Pursuant to Florida's Sunshine Laws and Section 304 of the National Historic Preservation Act, all inventory materials shall be open to the public, with the exception to the geographical data of archeological resources or other vulnerable resources will not be made publicly available. Locational information will not be released for historical resources when disclosure might case a significant invasion of privacy, risk harm to historic property, or impede the use of a traditional religious site by practitioners;
3. Designate to the City Council specific buildings, structures, sites, objects, or districts to be designated by this chapter as Historic Properties or Historic Districts and listed on the Local Register of Historic Places;
4. Develop and publish design guidelines with periodic review and update. These guidelines shall include the applicable Secretary of the Interior's Standards for Archeology and Historic Preservation; Rehabilitation and Guidelines for Rehabilitating Historic Buildings;
5. Review applications for certificate(s) of appropriateness and grant or deny same in accordance with the provisions of this chapter;

6. Conduct educational programs about historic properties located in the city and on general historic preservation activities;
7. Advise and assist property owners and other persons and groups or organizations on physical and financial aspects of preservation, renovation, rehabilitation of historic and cultural resources, and to advise and assist property owners in securing available grant funding, and in obtaining federal and state tax incentives;
8. Utilize allocated funds to hire professionals or experts when necessary to fulfill other duties and responsibilities of the Board;
9. Cooperate with and advise local, state, and federal government concerning the effects of local government actions on historic and cultural resources;
10. Undertake the responsibilities complementary to those of the State Historic Preservation Office as well as the requirements for certification of the local preservation program by the State Historic Preservation Officer;
11. Work with the State Historic Preservation Officer on nominations within the jurisdiction to the National Register of Historic Places pursuant to the Certified Local Government program;
12. Enforce this chapter and take appropriate action for non-compliance including, but not limited to, issuing citations, levying fines or other civil penalties, revocation or suspension of licenses, permits or franchises, or other remedies as outlined in Chapter 36;
13. Make reasonable effort to attend the State Historic Preservation Office Orientation Program and subsequent training programs for Certified Local Governments and any informational or educational meetings, conferences, or workshops pertaining to work and functions of the Board scheduled by the State Historic Preservation Officer or the Florida Conference of Preservation Boards and Commissions.

Sec. 30.182. Applicability.

The provisions of this subchapter shall be read in conjunction with Chapter 154 of this Code, which sets forth the designation procedures, certificate of appropriateness requirements, and other standards applicable to historic properties and historic districts within the city. In the event of any conflict between the provisions of this subchapter and Chapter 154, the provisions of Chapter 154 shall control with respect to designation procedures and standards, and the provisions of this subchapter shall control with respect to the creation, composition, and administration of the Board.

Section 2. Amendment of Chapter 154. - HISTORIC PROPERTIES AND HISTORIC DISTRICTS.

Chapter 154 - HISTORIC PROPERTIES AND HISTORIC DISTRICTS of the Zephyrhills Code of Ordinances is hereby amended to read as follows:

Sec. 154.01. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Certificate of appropriateness. A document evidencing approval by the Historic Preservation Board of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.

Certified local government. A government meeting the requirements of the National Historic Preservation Act of 1966, as amended, and the implementing regulations of the U.S. Department of the Interior and the state.

Contributing resource. A building, structure, site, or object which is at least 50 years old and which is located within the boundaries of a designated historic district or historic property and which contributes to the historic or architectural character of the property or district.

Demolition. An act or process that destroys or razes in whole or in part a resource or permanently impairs its structural integrity.

Demolition by neglect. The act or process that allows for gradual deterioration resulting in the loss, in whole or in part, of historic integrity of a resource due to lack of ordinary maintenance or repair.

Exterior architectural features. The architectural style, general design, and arrangement of the exterior of a building or other structure, including but not limited to the building material and type, style, and material of windows, doors, signs, and other appurtenant architectural fixtures, features, details, or elements relative to the foregoing.

~~*Florida Conference of Preservation Boards and Commissions.* A coalition of Florida Historic Preservation Boards and Commissions. Formed under the auspices of the Florida Trust for Historic Preservation, its primary functions are to educate preservation commission members and to enable commissions to share ideas.~~

Historic district. A geographically definable area designated by the Board as a historic district pursuant to the criteria established in section 154.03. [TS2.1] A district is of historic significance when it possesses integrity of location, design, setting, materials, workmanship, feeling, and association and it;

- a. Represents a significant entity whose components may lack individual distinction;
- b. Represents a geographically defined area which contains buildings, structures, sites, objects and spaces linked historically through location, design, setting, materials, workmanship, feeling, and association; or
- c. Represents a geographically designated entity whose individual structural components collectively convey a sense of time and place in history.

Historic property. An individual building, structure, site, or object including the adjacent area necessary for the proper appreciation thereof designated by the Board as a historic property pursuant to the criteria established in section 154.03.

Historic survey(s). Comprehensive surveys conducted by historic preservation professional including the identification, research, and documentation of buildings, structures, sites, and objects of historical, cultural, archaeological, or architectural importance in the city.

Local register of historic places. A listing of buildings, structures, sites, objects, and districts that have attached a level of local, state, or national historical and architectural significance.

Material change. A change in appearance that will affect either the exterior architectural of a designated historic property or resource located within a designated historic district, such as:

- (1) A reconstruction or alteration of the size, shape, or facade including additions, relocation of any doors or windows, or removal, obscuring or alteration of any architectural features, details, or elements (excluding exterior paint and colors);
- (2) A demolition or relocation; or
- (3) A new construction.

National Register of Historic Places. A United States Department of the Interior listing of buildings, sites, structures, objects, and districts that have attained a quality of significance and integrity as determined by the National Historic Preservation Act of 1966, as amended.

Non-contributing resource. A building, structure, site, or object which is not 50 years old and which is located within the boundaries of a designated historic district or historic property but does not contribute to the historic or architectural character of the property or district.

Ordinary repairs or maintenance. Any work for which a building permit is not required by law where the purpose and effect of such work is to correct any deterioration or decay of or damage to a resource or any part thereof and to restore the same, as nearly as may be practicable, to its conditions prior to the occurrence of such deterioration, decay, or damage. [TS3.1] Repairs or maintenance which changes the outward appearance of a building shall constitute an alteration.

Secretary of the Interior's Historic Preservation Standards for Archeology and Historic Preservation. The established guiding document from the National Park Service which establishes standards that apply to a property undergoing treatment including preservation, rehabilitation, restoration, and reconstruction.

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. A federal document stating standards and guidelines for the appropriate rehabilitation and preservation of historic buildings. [TS4.1]

State Historic Preservation Officer. The official designated to administer the state historic preservation program established for the purpose of carrying out the provisions of the National Historic Preservation Act of 1966, as amended.

Undue economic hardship. Any action taken or desired under section 154.04 which would place an onerous and excessive financial burden upon an owner that would amount to the taking of the owner's property without just compensation.

Sec. 154.02. Creation of a Historic Preservation Board.

~~*Creation of the Board.* There is hereby created a Board whose title shall be the "Zephyrhills Preservation Board" (hereinafter "Board"). The Board is vested with the power, authority, and jurisdiction to designate, regulate, and administer historical, archaeological, and architectural resources in the city, as herein prescribed under the direct jurisdiction and legislative control of the City Council.~~

~~(B) — *Board position within the city.* The Board shall be part of the planning functions of the city.~~

~~(C) — *Board membership.* The Board shall consist of five members and two alternates. Each City Council member shall have the authority to appoint one member of his or her choosing to the Board. Members shall serve without compensation, but shall be reimbursed for actual expenses. In addition, the City Council may appoint a first and second alternate member to the Historic Preservation Board. Such alternates may participate in all authorized functions of the Historic Preservation Board; provided, however, such alternates shall have no vote in the administrative or quasi-judicial determinations of the Historic Preservation Board, except in the temporary absence or disability of a regular member or members, or when such regular member or members shall be disqualified from voting in any particular case or cases.~~

~~(D) — *Qualifications.* The Board shall consist of a majority of city residents and persons owning a business registered in the city who shall have knowledge of historical or architectural development within the city or have a deep concern for preservation, development, and enhancement of the historical resources of the city. To the extent available in the community, the City Council shall appoint professional members from the disciplines of architecture, history, archaeology, real estate, building construction or other historic preservation related disciplines.~~

Lay persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines shall make up the balance of the Board.

(E) — *Terms of office.* Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: two members for two years; and three members for three years. Members may be re-appointed on the expiration of their term. Members shall continue in office until the appointment of a successor. Members appointed to fill a vacancy shall serve the remainder of the unexpired term. Initially, one alternate shall be appointed by City Council for two years and one alternate shall be appointed for three years. The Historic Preservation Board alternates shall be appointed prior to the annual installment in June at the beginning of the term.

(F) — *Officers.* Members of the Board shall elect officers from among the members to serve as Chairman and Vice-Chairman for a period of one year, with election of officers being held at the first regular meeting of the year.

(G) — *Vacancies.* Vacancies on the Board caused by the expiration of a term, resignation, removal, death, or permanent absence from the city, or by incapacity of a member, shall be filled by appointment within 60 days. An extension of up to an additional 60 days can be requested by a written request from the Board to the State Historic Preservation Officer.

(H) — *Removal.* Members may be removed from the Board only by a four-fifths vote of the entire membership of the City Council; however, whenever a member of the Board shall fail to attend two of three consecutive meetings, without cause and without prior approval of the Chairman, the Board shall declare the member's office vacant and petition the City Council for the appointment of a new member to fill the vacancy.

(I) — *Rules of procedure.* The Board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the proper administration and enforcement of the provisions of this chapter. Such rules and regulations shall conform to the provisions of this chapter and shall govern and control procedures, hearings, and actions of the Board. No such rules and regulations shall become effective until a public hearing has been held upon the proposed rules and regulations by the Board and the same has been approved by the City Council and filed with the City Clerk. Amendments shall be adopted in a like manner. Upon approval by the Council, such rules and regulations shall have the full force and effect of law within the city.

(J) — *Meetings.* The Board may meet biweekly but shall meet at least four times per year. The Board may also hold special meetings as the Board may determine. All meetings of the Board shall be open to the public, and minutes of each meeting shall be kept and made available to the public. No official action may be taken at any special meeting unless a majority of all members concur. Notice of meetings shall be publicly announced and have a previously advertised agenda. Three members shall constitute a quorum for the purposes of meetings and transacting business. No recommendations or formal action of the Board shall be taken without a majority vote of those voting and without the concurrence of at least two members. Failure to receive a majority vote of those voting and at least two affirmative votes shall act as a denial by the Board.

(K) — *Staff and personnel.* The city shall provide the Board with staff sufficient to undertake the requirements for certification of the state to carry out the duties and responsibilities delegated to Certified Local Governments and the requirements of this chapter. The City Attorney shall serve as legal counsel to the Board in all matters.

(L) — *Powers and duties of the Board.* It shall be the responsibility of the Board to:

(1) — Conduct an ongoing historic survey and inventory of historically, culturally, archaeologically, or architecturally significant resources within the city and to plan for their preservation;

(2) — Designate to the City Council specific buildings, structures, sites, objects, or districts to be designated by this chapter as Historic Properties or Historic Districts and listed on the Local Register of Historic Places;

~~(3) — Develop and publish design guidelines with periodic review and update. These guidelines shall include the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;~~

~~(4) — Review applications for certificate(s) of appropriateness and grant or deny same in accordance with the provisions of this chapter;~~

~~(5) — Conduct educational programs on historic properties located in the city and on general historic preservation activities;~~

~~(6) — Advise and assist property owners and other persons and groups or organizations on physical and financial aspects of preservation, renovation, rehabilitation of historic and cultural resources, and to advise and assist property owners in securing available grant funding, and in obtaining federal and state tax incentives;~~

~~(7) — Cooperate with and advise local, state, and federal government concerning the effects of local government actions on historic and cultural resources;~~

~~(8) — Undertake the requirements for certification of the local preservation program by the State Historic Preservation Officer;~~

~~(9) — Work with the State Historic Preservation Officer on location nominations to the National Register of Historic Places pursuant to the Certified Local Government program;~~

~~(10) — Enforce this chapter and take appropriate action for non-compliance;~~

~~(11) — Make reasonable effort to attend the State Historic Preservation Office Orientation Program and subsequent training programs for Certified Local Governments and any informational or educational meetings, conferences, or workshops pertaining to work and functions of the Board scheduled by the State Historic Preservation Officer or the Florida Conference of Preservation Boards and Commissions.~~

The Zephyrhills Historic Preservation Board is created and established pursuant to Chapter 30, Sections 30.180 through 30.182, of the Zephyrhills Code of Ordinances. All provisions regarding the creation, composition, membership, officers, terms of office, vacancies, removal, meetings, rules of procedure, staff, and powers and duties of the Board are set forth therein and are hereby incorporated by reference as if fully set forth in this chapter.

Sec. 154.03. Designation: process and procedure.

(A) *Creation of a Local Register of Historic Places.* A Local Register of Historic Places is hereby created as a means of identifying and classifying various sites, buildings, structures, objects, and districts as historic, archaeological, and/or architecturally significant. The Local Register will be kept by the Board.

(B) *Criteria.* In order to qualify as a local historic property or historic district, individual properties or groups of properties must have significant character, interest, or value as part of the historical, cultural, archaeological, aesthetic, or architectural heritage of the city, state, or nation, and:

(1) Shall possess adequate integrity of location, design, setting, materials, workmanship, feeling, and association; and

(2) Shall be at least 50 years of age or the majority of its resources be at least 50 years of age; and

(3) Shall meet one or more of the following criteria:

(a) Associated with events that have made a significant contribution to the broad patterns of our history;

(b) Associated with the lives of persons significant in our past;

(c) Embodies the distinctive characteristics of a type, period, or method of construction;

(d) Represents a significant and distinguishable entity whose components may lack individual distinction;

(e) Represents one of the few remaining examples of a past architectural style, building type, or engineering feature;

(f) Represents the notable work of an architect, landscape architect, designer or builder, or possesses high artistic value;

(g) Has yielded, or may be likely to yield, information important in prehistory or history; or

(h) Is determined eligible for or listed in the National Register of Historic Places.

(C) *Criteria considerations.* Certain properties which include cemeteries, birthplaces, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, properties commemorative in nature and properties that have achieved significance within the last 50 years, will not normally be considered for designation. However, such properties may qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

(1) A religious property deriving primary significance from architectural or artistic distinction of historical importance;

(2) A building or structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with a historic event or person;

(3) A birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his/her productive life;

(4) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, distinctive design features, or from association with historic events;

(5) A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance;

(6) A property or district achieving significance within the past 50 years if it is of exceptional importance; or

(7) A property listed in the National Register of Historic Places.

(D) *Designation procedure.*

(1) *Initiation.* Designation of a historic property or historic district which meets the criteria for designation may be initiated by the Board or upon recommendation of its staff, City Council, any private or public organization in the city, or any City Board. Alternately, owners may seek designation of their property; or, for districts, owners within the proposed district may seek designation.

(2) *Designation of properties or districts.* The following procedure shall be used to designate historic properties or historic districts:

(a) The owner of a property, the City Council, any private or public organization in the city, or any City Board may petition for designation by completing a nomination form, available from the Department of Development, and return it to the Board. The Board may also, upon recommendations from staff or upon its own initiative, initiate nomination proceedings on its own accord. Members of the public may recommend sites or districts to the Board;

(b) The Board will conduct a preliminary evaluation of the information provided on each nomination form to ensure its conformance with the designation criteria; and

(c) The Board, through staff, will then prepare a designation report which will contain the following information:

1. Proposed legal boundaries of the historic property or district, or archaeological site;

2. Analysis of the historic, architectural, or cultural significance of the nominated property;

3. Description of the nominated property including historic, architectural, or archaeological features and non-historic alterations, modifications, and additions;

4. Status and condition of the historic, architectural, cultural, or archaeological integrity of the nominated property

4.5. Sketch of the historic property, site or district, or archaeological site showing contributing and non-contributing resources and proposed boundaries;

5.6. Photographs of the property; and

6.7. Name and address of the owners of the nominated property and owners of the property adjacent to the nominated property.

(3) *Notification of owner.* Where someone other than the property owner nominates a property or district for designation to the local historic district, the ~~Board~~ Board's will notify the owner of the Board's intent to designate and mail a copy of the designation report at least 15 calendar days prior to a public hearing on the Board's designation.

(4) *Notification of city agencies.* When a nomination form is filed, the Board shall notify appropriate building and zoning departments and any other city agency that may be affected by the proposed designation.

(5) *Public notification of hearing.* A public hearing must be held no sooner than 15 days of notification of the property owner and within 60 days after the filing of a designation report. Owners of record and adjacent property owners shall be notified of the public hearing by certified mail to the party's last known address. Notice shall also be published at least ~~ten~~ seven days prior to the hearing in a newspaper of general circulation within the city. Owners shall be given an opportunity at the public hearing to object to the proposed designation. If objecting in writing, a notarized statement must be submitted at least ten days prior to the nomination being considered at the public hearing. If the owner(s) of record of the nominated property objects to nomination of their property as outlined above, then the nomination of the property shall be withdrawn. No historic district shall be designated without the written consent of a simple majority (at least 50%+1) of the property owners in the proposed district.

(6) *Public hearing.* The Board may present testimony or documentary evidence of its own or may solicit expert testimony to establish a record regarding the historical and architectural importance of the proposed property. The Board shall afford to the owner of the property reasonable opportunity to present testimony or documentary evidence regarding the historical and architectural importance of the proposed designation. Any interested party may present testimony or documentary evidence regarding the proposed designation at the public hearing, and may submit to the Board documentary evidence prior to the hearing. The owner of the property proposed for designation shall be afforded the right of representation by counsel and reasonable opportunity to cross examine witnesses presented by others.

(7) *Temporary delay in permitting for nominated properties.* Following the filing of a nomination form, no new permits shall be issued for any new construction, alteration, relocation, or demolition of property included in the nomination. This delay in permitting will remain in effect until the Board either approves or denies the designation or until six months have elapsed,

whichever shall occur first. No permit shall be issued for any new construction, alteration, relocation, or demolition of property included in the nomination unless the Board follows the procedures and requirements for a certificate of appropriateness and finds that such a permit may be issued.

(8) *Prompt decision on designation.* After the public hearing, the Board shall submit a final report on designation within 15 days following the public hearing.

(9) *Appeals.* A property owner aggrieved by the designation shall have the right to appeal the designation to the City Council by filing a written notice within 30 days with the City Clerk. Within 30 days of the date of filing the appeal, or the first City Council meeting scheduled, whichever is latest in time, the City Council shall hear the appeal and issue a final decision.

(10) *Removal of designation.* Application may be made for the removal of a property from the Local Register, and the same procedure shall be employed as in the designation of properties under this chapter.

(11) *Notification of designation.* Within 30 days following the designation, the owners and occupants of each designated historic property or resource located within a designated historic district, shall be given written notification of such designation, which notice shall apprise the owners and occupants of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change to the appearance of the historic property or resource within the historic district. A notice sent via the United States mail to the last-known owner of the property shown on the city's tax roll and a notice sent via United States mail to the address of the property to the attention of occupant shall constitute legal notification to the owner and occupant under this chapter.

(12) *Notification of other agencies regarding designation.* The Council shall notify all necessary agencies within the city of the ordinance for designation, including the Local Historical Organization.

(13) *Recording of designation.* The Board shall provide the Clerk of the Circuit Court with all designations for the purpose of recording the designation and the Clerk of the Circuit Court shall thereupon record the designation according to law.

(E) *Effects of designation.*

(1) *Signage.* The Board is authorized to issue and place a city approved, standard sign or marker on or near the property, indicating that the property has been so designated.

(2) *Long-term preservation.* Upon designation, the Board, with the owner, may prepare a plan for the long-term preservation of the landmark.

(3) *Certificate of Appropriateness.* Upon designation, the property shall be subject to regulation by the Board. A certificate of appropriateness issued by the Board shall be required prior to any alteration, new construction, or demolition of the property.

(4) *Incentives.* Designated properties shall be eligible for the following incentives:

(a) Designated properties shall be eligible for any financial assistance set aside for historic preservation projects by the city, the state, or the Federal Government, provided they meet the requirements of those financial assistance programs.

(b) The Board shall encourage and assist in the nomination of eligible income-producing properties to the National Register in order to make available to those property owners the investment tax credits for certified rehabilitations pursuant to the Tax Reform Act of 1986 and any other programs offered through the National Register.

(c) Designated properties may be eligible for administrative variances or other forms of relief from applicable building codes as follows:

1. Repairs, alterations, and additions necessary for preservation or rehabilitation of designated properties or continued use of a building may be made without conformance to the technical requirements of the Standard Building Code when the proposed work has been issued a certificate of appropriateness by the Board provided that:

a. The restored building will be no more hazardous based on consideration of life, fire, and sanitation safety than it was in its original condition; and

b. Plans and specifications are sealed by a Florida registered architect or engineer, if required by the Building Official.

(d) Owners of designated properties which have received a certificate of appropriateness may be eligible for variances involving setbacks, lot width, depth, area requirements, land development regulations, height limitations, open space requirements, parking requirements, and other similar zoning variances not related to a change in use of the property. Variances will be granted upon a showing that:

1. The variance will be in harmony with the general appearance and character of the community; and

2. The variance will not be injurious to the public health, safety, or welfare.

(e) Designated properties may be utilized to satisfy required setbacks, buffer strips, or open space up to the maximum area required by development regulations. Conservation of historic, cultural, or archaeological resources shall qualify for any open space requirements mandated by development regulations.

(f) Acreage associated with designated properties preserved within the boundaries of the project shall be included in calculating the project's permitted density.

(F) Nomination to the National Register of Historic Places.

(1) The National Register of Historic Places is a list of properties maintained by the National Park Service authorized by the National Historic Preservation Act of 1966. The National Register is administered through the National Park Service and has established evaluation criteria and guidelines that allow for properties to be nominated.

(2) In compliance with the National Historic Preservation Act, the Mayor, as the Chief Elected Local Official, will receive the Historic Preservation Board's report for nominations to the National Register of Historic Places before providing his/her opinion. The Chief Elected Local Official will ask in writing that the Board send the package to the State Historic Preservation Office on behalf of the official. This ensures that the official's opinion and the Board's report go to the State Historic Preservation Office as a single package.

(3) For nominations to the National Register notification shall be provided at least 30 calendar days prior to a public hearing on the Board's designation, but no more than 75 calendar days prior. Objections by property owners must be notarized to prevent nomination to the National Register.

Sec. 154.04. Certificate of appropriateness.

(A) Procedure.

(1) *When required.* A certificate of appropriateness must be obtained before a person may undertake a material change in exterior appearance to a designated contributing historic property or resource within a designated historic district, whether or not a building permit is required for such work.

(2) *Ordinary maintenance.* If the work constitutes ordinary maintenance or repair of any exterior architectural feature in or on a historic property to correct deterioration, decay, or

damage and that does not involve a material change in design, material, or outer appearance thereof, the work may be done without a certificate of appropriateness.

(3) *Application.* Application for a certificate of appropriateness shall be made to the Building Department on forms obtainable from that office. Drawings, photographs, plans, and specifications shall show proposed exterior alterations, additions, changes, or new construction in sufficient detail to enable the Board to make a decision based on the merits of the proposal.

(4) *Extension of time.* The Board may extend action for a period of up to 30 additional days. In the case of a demolition application, the Board may suspend action on it for a period not to exceed 180 days. ~~Construction~~ New construction on a designated historic property for which a certificate of appropriateness is issued shall begin within 12 months from the date of issuance of the certificate of appropriateness.

(5) *Decision of the Board.* The Board shall apply the ~~appropriate~~ relevant Historic Property Design Guideline criteria for reviewing applications for a certificate of appropriateness and any accompanying information. After review of the application, the Board shall take one of the following actions within two weeks from the date a complete application has been filed:

- (a) Grant the certificate of appropriateness with an immediate effective date;
- (b) Grant the certificate of appropriateness with special modifications and conditions;
- (c) Grant the certificate of appropriateness with a deferred effective date, which date shall not exceed six months from the date of issuance; or

(d) Deny the Certificate of Appropriateness. Denial of a Certificate of Appropriateness will be accompanied by a written statement of the Board describing the public interest and reasons for the denial.

(6) *Public hearing.* The Board shall hold a public hearing on an application for a certificate of appropriateness affecting a property under its control. This hearing shall take place as for designation of historic properties. Notification of the applicant and owners of adjacent properties shall occur pursuant to that section. Additional notice shall be posted in a conspicuous place on the property involved in the application at least 15 days prior to the hearing.

(7) *Demolitions.* An applicant wishing to demolish a designated property has the responsibility of proving that the demolition is necessary and shall present adequate evidence on the need for demolition. The Board shall take into account the situation and resources of the applicant in terms of the requirements for information provided by the applicant, and in the case of economic hardship of an owner-occupied residential building, may provide assistance in compiling necessary data, should the owner so desire.

(a) The applicant shall explore alternatives to demolition and shall demonstrate this exploration to the Board. These shall include alternative approaches to land use, relocation of the landmark, and incorporation of the landmark into proposed redevelopment. The Board may negotiate with the applicant to see if an alternative can be found. The Board may also ask interested individuals and organizations for assistance in seeking an alternative to demolition.

(b) The Board shall study the question of economic hardship for the applicant and shall determine whether the designated landmark can be put to reasonable beneficial use without the approval of the demolition application. For income-producing property, the Board shall also determine whether the applicant can obtain a reasonable rate of return from the existing property.

(8) *Economic hardship.* An undue hardship shall not be a situation of the person's own making or as a result of any failure to maintain the property in good repair. If the owner claims economic hardship, the Board may or may not require the following information from the owner before deciding on any application:

(a) An estimate of the cost of proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred in order to comply with the recommendation of the Board for changes necessary for the issuance of a certificate of appropriateness.

(b) A report from a licensed engineer, contractor, or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

(c) The estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the preservation Board; and, for proposed demolition, after renovation of the existing property for continued use.

(d) In the case of proposed demolition, an estimate from ~~an architect, developer, two architects, developers, licensed contractor, appraiser, contractors, appraisers, or real estate consultant consultants~~ as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(e) The means by which the property was acquired (whether purchase, gift, or inheritance), the amount paid for the property, and the date of purchase or acquisition.

For income-producing property, the Board may also require the following additional information:

(f) The annual gross income from the property for the previous two years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

(g) The remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years;

(h) All appraisals obtained within the previous two years in connection with the purchase, financing, or ownership of the property;

(i) Any listing of the property for sale or rent, the price asked, and any offers received within the previous two years;

(j) The assessed value of the property according to the two most recent assessments;

(k) Real estate taxes paid on the property for the previous two years;

(l) The ownership of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other; and

(m) Any other information, including the income tax bracket of the owner, applicant, or principal investors in the property, considered necessary by the Board to determine whether the property does or may yield a reasonable return to the owners.

(9) *Demolition by government agencies.* Government agencies having the authority to demolish unsafe buildings shall receive notice of designation of historic properties and historic districts. The Board shall be deemed an interested party and shall be entitled to receive notice of any public hearings conducted by said government agency regarding demolition of any designated property. The Board may make recommendations and suggestions to the government agency and the owner(s) relative to the feasibility of and the public interest in preserving the designated property.

(10) *Failure to decide.* Failure of the Board to decide on an applied for certificate of appropriateness within the set time limit shall constitute approval of the application.

(11) *Required maintenance.* Owners of historic properties and contributing resources within historic districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair.

(12) *Public safety measures and emergency measures.* No designated property within a historic district may be demolished until the Board has been notified by the responsible Building Code Official that an order for demolition is being prepared and the Board has had an opportunity to discuss the feasibility of emergency measures to secure the property. To remedy emergency conditions determined to be imminently dangerous to life, health, or property, nothing in this chapter shall prevent the making of any temporary construction, reconstruction, demolition, or other repairs to a property pursuant to an order of a government agency or a court of competent jurisdiction, provided that only such work as is reasonably necessary to correct the hazardous condition may be carried out. The owner of a designated property damaged by fire or natural calamity may stabilize the property immediately and shall be permitted to rehabilitate it later under the normal review procedures.

(13) *Appeals.* Persons aggrieved by the decision of the Board granting or denying a certificate of appropriateness may appeal to the City Council within 15 days of the written decision of the Board by filing a written notice of appeal to the City Clerk. Appeals shall be heard by the City Council at its next regular meeting, provided that at least 15 days have passed between the filing of the notice of appeal and the date of the meeting. The City Council shall hear all evidence and testimony placed before it and shall render its decision promptly. The City Council may affirm, amend, or reverse the decision of the Board. The City Council shall issue a written decision which shall constitute the final administrative review.

(14) *Judicial review.* Appeals from the City Council may be made to the courts as provided by law.

(15) *Penalties for non-compliance.* Failure by an owner of record or any individual or private or public entity to comply with any provisions of this section shall constitute a violation of this section and shall be punishable by the following:

(a) All work performed pursuant to the issuance of a certificate of appropriateness shall conform to the requirements of the certificate. It shall be the duty of the city's Building Department or his or her designated representative to inspect, from time to time, any work performed pursuant to the certificate, to ensure such compliance. If work performed is not in accordance with the certificate, the Building Official or his or her designated representative shall issue a stop work order, and all work shall cease. No person shall undertake any work on the project as long as the stop work order shall continue in effect. All work not in compliance may be required to be removed, regardless of hardship to the owner.

(b) Any person who violates any provision of this section shall forfeit and pay to the city civil penalties equal to the fair market value of any property demolished or destroyed in violation of this section or the costs to repair or rehabilitate any property that is altered in violation of this section. In lieu of a monetary penalty, any person, altering property in violation of this section may be required to repair or restore any such property.

(B) *Criteria.*

(1) *In general.* Issuance of a certificate of appropriateness, except for demolition of a designated property, shall be guided by the Secretary of the Interior's Standards for Rehabilitation and the local design guidelines on rehabilitation of historic properties.

(a) The Board shall approve the application and issue a certificate if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the historic or architectural significance and value of the historic property or the historic district. In making this determination, the Commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance, architectural style, general design

arrangement, texture and material of the architectural features involved, and the relationship thereof to the exterior architectural style and historic features of the other structures in the immediate neighborhood.

(b) The Board shall deny a certificate if it finds that the proposed material change(s) in appearance would have substantial adverse effects on the historic or architectural significance and value of the historic property or the historic district.

(c) The Board may make approval of a certificate conditional upon complying to certain situations which may be listed in the certificate. These stipulations are to be used only to diminish the adverse impact of the changes in material appearances proposed in the application for a certificate.

(2) *Local design guidelines.* The Board shall develop and adopt design review guidelines. These guidelines shall serve as an informational and educational tool for owners of historic properties and properties in historic districts, and shall illustrate, in written and graphic form, the design review criteria, concepts, and ideas by which new construction, alterations, additions, renovations, and other modifications to historic properties and properties in historic districts will be evaluated.

(3) *Relocations.* If an applicant wishes to move a historic property or resource in a historic district, the Board shall consider:

- (a) The contribution the resource makes to its present setting;
- (b) Whether there are definite plans for the use of the site once vacated;
- (c) Whether the resource can be moved without significant damage to its physical integrity or historic significance; and
- (d) The compatibility of the resource to its proposed site and adjacent properties.

These considerations shall be in addition to the points contained in the other sections of this chapter.

(4) *Demolitions.* Decision by the Board approving or denying a certificate of appropriateness for the proposed demolition of a designated property shall be guided by the following factors:

- (a) The historic and architectural significance of the property;
- (b) The importance of the structure to the ~~ambience~~ integrity or significance of a district;
- (c) The difficulty or impossibility of reproducing such a property because of its design, texture, material, detail, or unique location;
- (d) Whether the structure is one of the last remaining examples of its kind in the neighborhood, the city, or the region;
- (e) Whether definite plans exist for the reuse of the property if the proposed demolition is carried out and the likely effects of these plans on the character of the surrounding neighborhood;
- (f) Whether reasonable measures can be taken to save the structure from collapse;
- (g) Claimed economic hardship on the owner; and
- (h) Whether the structure is capable of earning reasonable economic return on its value.

(5) *New construction.* After the designation of a historic property or historic district, no new building, structure, or object shall be constructed until the owner or occupant thereof has submitted an application for a certificate to the Board, and the Board has approved it. The Board shall consider the compatibility of the new construction with the existing character of the historic

property or historic district, but the Board shall not dictate the architectural type of the new construction. Compatible design shall mean architectural design and construction that will fit harmoniously into the historic property or historic district. The Board shall also consider the local design guidelines and following points in review of an application for new construction:

- (a) Scale, height, and width;
- (b) Setbacks;
- (c) Orientation and site coverage;
- (d) Alignment, rhythm, and spacing of buildings;
- (e) Form and detail: link between old and new;
- (f) Maintaining materials;
- (g) Maintaining quality;
- (h) Facade proportions and window patterns;
- (i) Entrances and porch projections;
- (j) Roof forms; and
- (k) Horizontal, vertical, or non-directional emphasis.

Section 3. Repeal of Land Development Code Section 10.02.05. – Historic preservation board.

Section 10.02.05 of the City of Zephyrhills Land Development Code, titled "Historic preservation board," is hereby repealed in its entirety. All provisions regarding the creation, composition, membership, powers, and duties of the Historic Preservation Board are now consolidated and set forth in Chapter 30, Sections 30.180 through 30.182, and Chapter 154 of the Zephyrhills Code of Ordinances, as amended herein.

Section 4. Repealer.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be construed as to affect the validity of the remaining portions of this Ordinance.

Section 6. Codification and Numbering.

It is the intention of the City Council of the City of Zephyrhills that each new or modified article, section, goal, objective, or policy within City of Zephyrhills Comprehensive Plan be properly numbered and sequenced. Any incorrect numbering in this ordinance shall not affect the validity of other provisions. Instead, such provisions will be automatically renumbered for consistency. For purposes of codification of any existing section of the City of Zephyrhills Comprehensive plant herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 7. Scrivener's Errors.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

Section 8. Effective Date

This Ordinance shall become effective immediately upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1516-26 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of April 2026.

Attest:

Ricardo Quiñones, City Clerk

Charles E. Proctor
Council President

The foregoing Ordinance No. 1516-26 was read and passed on the second reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of April 2026.

Attest:

Ricardo Quiñones, City Clerk

Council President

The foregoing Ordinance No. 1516-26 was approved by me this 27th day of April 2026.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS 3.1

Appointment to the Library Board.

Issue:

City Council is requested to fill one (1) regular member vacancy on the City of Zephyrhills Library Board. The term will expire June 30, 2028, with renewal upon Council approval.

Background:

The Library Board currently has one regular board seat vacant due to the resignation of Brian Rubright. The unexpired term runs through June 30, 2028. Staff reviewed submitted applications and conducted interviews. Following this review process, Staff recommends the appointment of Joan Switzer to serve the remainder of the term. The applicant's completed application is attached for Council's consideration.

Attachment(s):

1. 2026 Joan Switzer - LIB
2. SKM_C251i26040213270

Fiscal Impact:

NA

Staff Recommendation:

Approval

Online Form Submittal: Application for Board Membership

From noreply@civicplus.com <noreply@civicplus.com>

Date Thu 4/2/2026 10:27 AM

To Ricardo Quiñones <rquinones@zephyrhills.gov>; Kevin Weiss <KWeiss@zephyrhills.gov>; Kevin Weiss <KWeiss@zephyrhills.gov>; Clerks <clerks@zephyrhills.gov>

EXTERNAL EMAIL

Application for Board Membership

Name:	Joan Switzer
Address:	6050 Utopia Dr Zephyrhills, FL 33540
Phone Number:	6076516976
Email:	e3joane8@hotmail.com

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment, Code Enforcement & Appeals	<i>Field not completed.</i>
Planning Commission	<i>Field not completed.</i>
Library Board	1
Airport Authority	<i>Field not completed.</i>
Historic Preservation Board	<i>Field not completed.</i>
Parks & Recreation Advisory Board	<i>Field not completed.</i>
Mayor's Youth Council	<i>Field not completed.</i>
Are you a resident of the city?	No

Are you a resident of the county?	Yes
How long have you been a resident of the county?	10.6 years
Are you a registered voter?	Yes
Are you a property owner?	Yes
Why do you wish to serve on this city board/committee?	Help the community.
What is it in your background that has prepared you for this volunteer role?	History of volunteer to help others.
Do you now or have you ever served on a government appointed board or committee?	No
What can you contribute to this board?	My experience in volunteering.

Email not displaying correctly? [View it in your browser.](#)

(No subject)

From Joan Switzer <e3joane8@hotmail.com>

Date Thu 4/2/2026 10:58 AM

To Peggy Panak <PPanak@zephyrhills.gov>

EXTERNAL EMAIL

My name is Joan Switzer and I would like to be considered for the Library board. I was born and raised in central New York. I was a registered nurse for 41 years and after retirement I volunteered at the same hospital for 2 years. I moved to Zephyrhills in 2015 to be close to my sons and grandchildren. I come to the library frequently as my main pastime is reading. I have the time to serve on the board and hopefully can give back to the community. Thank you for considering me for the board. Sincerely,
Joan Switzer

BUSINESS ITEMS 3.2

Historic Facade Grant - 5411 10th Street

Issue:

Background:

Following previous recommendations for conditional approval by the Historic Preservation Board on 1/22/26 and 2/19/26, which required the use of wood-frame windows for the replacements that fronted public right-of-way, the applicant found a 5th quote for the replacements which meet the proposed criteria.

As no value for the grant was set during previous hearing, the applicant is requesting the maximum amount of match allowed by the City's Historic Facade Grant (up to 50% of the cost).

Staff recommends approving the Certificate of Appropriateness for the proposed work and the Historic Facade Grant in the amount of \$4,350.00

Attachment(s):

1. Updated COA - 5411 10th St

Fiscal Impact:

The fiscal impact is limited to the amount that the grant is issued for.

Staff Recommendation:

The Historic Preservation Board voted to approve the Certificate of Appropriateness for the proposed work as well as the requested Historic Facade Grant. Staff recommends approval of the Historic Facade Grant as presented.

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

Application for
**CERTIFICATE OF
APPROPRIATENESS**

REQUIRED SUPPORTIVE MATERIALS

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



APPLICANT INFORMATION

*Property Owner: Lori Meyer
*Mailing Address: 5411 10th Street Zephyrhills, FL 33542
*Email Address: Scottcooks4u69@gmail.com *Phone #: 813-440-8295
Applicant, if different: _____
Mailing Address: _____
Email Address: _____ Phone #: _____

SUBJECT PROPERTY INFORMATION

*Address: 5411 10th Street Zephyrhills, FL 33542
Designation Name: _____ District Name: Pasco ZH
*Parcel/Tax ID #: 11-26-21-0010-13600-0060 *Acreage: +/- .5
*Property Type: Owner-Occupied Rental Vacant Other: _____
*Square Footage: 1200 *Number of Stories/Floors: 2
Construction Year: 1905 Architectural Style: _____
*Exterior Wall Materials: Brick Wood Horizontal Siding Asbestos
 Concrete Block Wood Vertical Siding Vinyl
 Stone Wood Shingles Aluminum/Metal
 Stucco Other: _____
*Roof Materials: Asphalt/Composition Shingles Metal: 5V Crimp, Standing Seam, etc.
 Asbestos Other: _____

PROPOSED PROJECT: Alterations/Changes

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Repairing Existing Structure(s) | <input type="checkbox"/> Paint |
| <input type="checkbox"/> Restoration/Rehabilitation | <input type="checkbox"/> Interior Work Only |
| <input type="checkbox"/> New Construction/Addition | <input type="checkbox"/> Excavation/Ground Disturbing Activities |
| <input type="checkbox"/> Relocation/Moving a Structure | <input type="checkbox"/> Fencing/Landscaping |
| <input type="checkbox"/> Demolition | |

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

Replacing windows — 6

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

- | | |
|---|--|
| <input type="checkbox"/> Walls / Structural | <input type="checkbox"/> Steps or Stairways |
| <input type="checkbox"/> Roof | <input checked="" type="checkbox"/> Windows |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Doors |
| <input type="checkbox"/> Siding / Stucco / Façade Work | <input type="checkbox"/> Painting / Finishes |
| <input type="checkbox"/> Porches / Entryways / Porte-Cocheres | <input type="checkbox"/> Decorative Architectural Details / Elements |

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

Lori N. Meyer
Signature
Lori Meyer
Print Name

3/12/26
Date

REQUIRED SUPPORTIVE MATERIALS

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



APPLICANT INFORMATION

*Property Owner: Lori Meyer
*Mailing Address: 5411 10th Street Zephyrhills, FL 33542
*Email Address: scottcooks4u69@gmail.com *Phone #: 813-440-8295
Applicant, if different: _____
Mailing Address: _____
Email Address: _____ Phone #: _____
How did you hear about this program? City of Zephyrhills
Have you received prior funding under this program in the last 12 months? Yes No

SUBJECT PROPERTY INFORMATION

*Street Address: 5411 10th Street Zephyrhills, FL 33542
Designation Name: _____ District Name: Pasco ZH
*Parcel/Tax ID #: 11-26-21-0010-13600-0060 *Acreage: +/- .5
*Construction Year: 1905
Is the property listed on a Local, State or National Historic Registry? Yes No ?
If no, are you in the process of applying for listing on a historic registry? Yes No ?

PROJECT PROPOSAL

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

Replace 6 windows - see attached specs

*Estimated Total Project Cost: \$ 8,700.00

*Funding Amount Requested: \$ 7,500.00

*Estimated City Match: \$ 0

*Estimated Project Start Date: ?

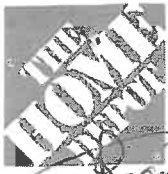
*Estimated Project Completion Date: ?

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

Lori N. Meyer
Signature

3/12/26
Date

Lori Meyer
Print Name



The Home Depot Special Order Quote

Customer Agreement #: H8929-368763

Printed Date: 2/20/2026

Recommended by Scott & Lori Meyer
Customer: TONY KERNS

Address: 11927 PASCO TRAILS BLVD
SPRING HILL, FL 34610

Phone: 813-294-5158

Email: TKERNS@KERNSCONSTRU
CTION.COM

Store: ZEPHYRHILLS - FL - 8929 -
8929

Address: 32715 EILAND BLVD
ZEPHYRHILLS, FL 33545

Associate: CHRISTOPHER

Phone: 1813-788-1642

Pre-Savings Total: \$5,168.94

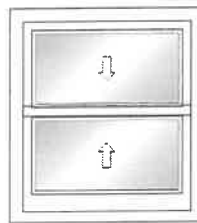
Total Savings: (\$0.00)

Pre-Tax Price: \$5,168.94

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



Catalog Version 308



RO Size = 25 3/4" x 28 1/4"
Unit Size = 25" x 27 1/2"

Line Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	A Series Double-Hung, Traditional (4 1/8" Bottom Rail), Standard Product Performance, Equal Sash, AA, 25 x 27.5, White w/White Sash / Frame:Pine White - Painted Panel:Pine White - Painted		\$818.81	\$818.81	4	\$0.00	\$3,275.24
100-2	Insect Screen 1: A Series Double-Hung, ADH 25 x 27.5 8 Degrees - Moderate Half Screen Aluminum White Version:01/22/2026		\$53.27	\$53.27	4	\$0.00	\$213.08
Unit 100 Total:			\$872.08	\$872.08		\$0.00	\$3,488.32

Begin Line 100 Descriptions

---- Line 100-1 ----

A Series Double-Hung
 Overall Rough Opening = 25 3/4" x 28 1/4"
 Overall Unit = 25" x 27 1/2"
 Installation Zip Code = 33542
 U.S. ENERGY STAR® Climate Zone = Southern
 Style = Traditional (4 1/8" Bottom Rail)
 Product Performance = Standard
 Search by Unit Code = No
 Standard Width = Custom
 Standard Height = Custom
 Frame Width = 25
 Frame Height = 27 1/2
 Frame Option = Standard Flange
 Unit Sill Angle = 8 Degrees - Moderate
 Frame Depth = 4 9/16"
 Venting / Handing = AA
 Glass Stop Profile = Chamfer
 Exterior Frame Color = White
 Exterior Sash / Panel Color = White

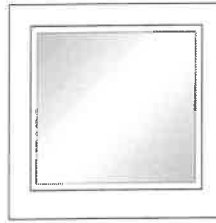
Interior Frame Finish Color = White - Painted
 Interior Sash / Panel Wood Species = Pine
 Interior Sash / Panel Finish Color = White - Painted
 Glass Construction Type = Dual Pane
 Glass Option = Low-E4
 Glass Strength = Standard
 Glass Tint = No Tint
 Specialty Glass = No Specialty Glass
 High Altitude = No
 Gas Fill = Argon
 Glass / Grille Spacer Color = White
 None
 Sash Lift Type = None
 Lock Hardware Style = Traditional
 Number of Sash Locks = 1
 Lock Hardware Color/Finish = White
 Window Opening Control Device = No
 Insect Screen Type = Half Screen

Exterior Trim Style = None
 Extension Jamb Type = None
 Stool Option = None
 Installation Material Options = No
 Re-Order Item = No
 Room Location =
 Unit U-Factor = 0.29
 Unit Solar Heat Gain Coefficient (SHGC) = 0.3
 Unit CPD Number = AND-N-91-01946-00001
 U.S. ENERGY STAR® Certified = No
 Limited Travel = No
 Clear Opening Width = 20.944
 Clear Opening Height = 9.104
 Clear Opening Area = 1.3241
 SKU = 290211
 Vendor Name = S/O ANDERSEN LOGISTICS
 Vendor Number = 60509030
 Customer Service = (888) 888-7020
 Catalog Version Date = 01/22/2026

End Line 100 Descriptions



Catalog Version 308



RO Size = 25 3/4" x 25 3/4"
Unit Size = 25" x 25"

Line Number	Item Summary	Room Location	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	A Series Picture Window, Traditional (4 1/8" Bottom Rail), Standard Product Performance, Fixed, 25 x 25, White w/White Sash / Frame:Pine White - Painted		\$840.31	\$840.31	2	\$0.00	\$1,680.62
Unit 200 Total:			\$840.31	\$840.31		\$0.00	\$1,680.62

Begin Line 200 Description

---- Line 200-1 ----

A Series Picture Window
Overall Rough Opening = 25 3/4" x 25 3/4"
Overall Unit = 25" x 25"
Installation Zip Code = 33542
U.S. ENERGY STAR® Climate Zone = Southern
Style = Traditional (4 1/8" Bottom Rail)
Product Performance = Standard
Search by Unit Code = No
Standard Width = Custom
Standard Height = Custom
Frame Width = 25
Frame Height = 25
Frame Option = Standard Flange
Frame Depth = 4 9/16"
Venting / Handing = Fixed

Glass Stop Profile = Chamfer
Exterior Frame Color = White
Exterior Sash / Panel Color = White
Interior Frame Wood Species = Pine
Interior Frame Finish Color = White - Painted
Glass Construction Type = Dual Pane
Glass Option = Low-E4
Glass Strength = Standard
Glass Tint = No Tint
Specialty Glass = No Specialty Glass
High Altitude = No
Gas Fill = Argon
Glass / Grille Spacer Color = White
None
Exterior Trim Style = None

Extension Jamb Type = None
Stool Option = None
Installation Material Options = No
Re-Order Item = No
Room Location =
Unit U-Factor = 0.27
Unit Solar Heat Gain Coefficient (SHGC) = 0.31
Unit CPD Number = AND-N-88-03688-00001
U.S. ENERGY STAR® Certified = No
SKU = 290211
Vendor Name = S/O ANDERSEN LOGISTICS
Vendor Number = 60509030
Customer Service = (888) 888-7020
Catalog Version Date = 01/22/2026
SKU Description = S/O AW A-SERIES WINDOW

End Line 200 Description

BUSINESS ITEMS 3.3

Duke Energy Franchise Agreement

First Reading. Ordinance No. 1517-26 " **AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF ZEPHYRHILLS, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. "**

Issue:

Ordinance No. 1517-26 establishes a long-term franchise agreement between the City of Zephyrhills and Duke Energy Florida, LLC. The ordinance grants Duke Energy the legal authority to use public rights-of-way (such as streets, easements, and public land) for the installation, operation, and maintenance of electric utility infrastructure necessary to provide electric service within the city.

Background:

Key Provisions

1. Grant of Rights

- Duke Energy is granted a non-exclusive franchise to occupy and use city rights-of-way for electric service infrastructure.
- The company is not required to obtain permits or pay additional fees for work within rights-of-way, as compensation is addressed through franchise fees.

2. Term and Duration

- The agreement is set for an initial term of 30 years, with up to two automatic 5-year renewals unless either party opts out with proper notice.

3. Franchise Fee Structure

- Duke Energy will pay the City a monthly fee equal to 6% of its base revenues from electricity sales within city limits.
- These fees are collected from customers and remitted to the City.
- This fee represents full compensation for use of public rights-of-way.

4. Exclusivity and Competition

- Duke Energy is effectively the sole electric utility provider allowed to use rights-of-way for electric service under current law.
- The ordinance includes provisions addressing future changes (e.g., retail wheeling or deregulation) to ensure fair competition and fee adjustments if other providers enter the market.

5. City Responsibilities

- The City must provide accurate and timely data regarding annexations, address changes, and service areas.
- Failure to provide this information may delay or suspend franchise fee payments tied to those areas.

6. Infrastructure and Operations

- Duke Energy may install, maintain, and upgrade infrastructure as needed.
- The company must:
 - Follow industry safety standards
 - Provide advance notice for major projects
 - Restore any disturbed public property after work is completed

7. Financial and Legal Protections

- Duke Energy agrees to indemnify the City against damages caused by its operations.
- The company is self-insured and must maintain minimum coverage thresholds.
- Liability exclusions limit exposure for indirect or consequential damages.

8. Oversight and Transparency

- The City has the right to:
 - Request records related to franchise fee calculations
 - Conduct audits (limited to once every three years)
- Duke Energy must provide monthly revenue reports supporting fee payments.

9. Dispute Resolution

- The ordinance encourages informal resolution of disputes before litigation.
- Legal actions, if necessary, will be handled in Pasco County courts.

10. Superseding Prior Agreements

- This ordinance replaces previous franchise agreements, specifically repealing Ordinance No. 647.

Attachment(s):

1. Ordinance 1517-26 Duke Energy Franchise Agreement (39497874v1)

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval of Ordinance No. 1517-26 on the first reading and direction to advertise for the second reading.

ORDINANCE NO. 1517-26

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF ZEPHYRHILLS, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Zephyrhills, Florida (“City” or “Grantor”) is a duly organized municipal corporation of the State of Florida, vested with all powers of local self-government pursuant to the Florida Constitution and general law; and

WHEREAS, pursuant to Section 337.401, Florida Statutes, and its home rule powers, the City has the authority to grant franchises for the use of municipal rights of way; and

WHEREAS, Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) is an electric utility providing electric generation, transmission, and distribution services and is regulated by the Florida Public Service Commission; and

WHEREAS, the Company requires access to and use of the City’s public streets, alleys, highways, easements, bridges, sidewalks, parks, and other public ways and places (collectively, the “Rights of Way”) for the purpose of constructing, operating, maintaining, repairing, and removing its electric utility facilities; and

WHEREAS, the City finds that the provision of reliable electric utility service to the residents, businesses, and institutions within the City is essential to the public health, safety, and welfare; and

WHEREAS, the City has determined that it is necessary, desirable, and in the best interest of its citizens to grant the Company a non-exclusive franchise to occupy and use the Rights of Way for the purpose of providing electric services within the corporate limits of the City; and

WHEREAS, the City and the Company have negotiated the terms and conditions of this franchise, including provisions for franchise fees, indemnification, insurance, regulatory compliance, and dispute resolution; and

WHEREAS, the City Council has conducted all required public hearings and has determined that the adoption of this Ordinance is in the best interest of the City and its residents;

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

SECTION 1 – Findings

The City of Zephyrhills, Florida (“City” or “Grantor”) deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) permission to occupy the Rights of Way in the City for the purpose of providing electric services.

SECTION 2 - Short Title

This Ordinance shall be known and may be cited as the “Duke Energy Rights of Way Utilization Franchise.”

SECTION 3 – Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) “Base Revenues” – All of Company’s revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and City sponsored street lighting, all within the corporate limits of the City.

(C) “Electric Energy Provider” – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company’s distribution or other facilities. Without limitation of the foregoing, “Electric Energy Provider” shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) “Electric Utility” – Shall have the meaning set out in Section 366.02(4), *Florida Statutes* (2023), and shall also include every electric “Public Utility” as defined in Section 366.02(8), *Florida Statutes* (2023). “Electric Utility” shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) “Electric Utility System” – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include,

but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.

(F) “Franchise Area” – That area for which Company provides electric utility service within the corporate City limits of the City.

(G) “Franchise Fees” – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) “Facilities” – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) “Ordinance” – The ordinance titled and described in the preamble herein and ordained by the City Council of Zephyrhills, Florida.

(J) “Person” – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) “Public Service Commission” – The Florida Public Service Commission.

(L) “Rights of Way” – All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added, consolidated or annexed to the City.

(M) “Retail Wheeling” – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4 - Grant of Authority

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside “Rights of Way” as defined herein. Nor shall anything in this Ordinance prohibit Company

from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. City represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and City sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area as of the date of this Ordinance. However, City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the City (including zip codes assigned to post office boxes), and all post office box number ranges and the city names and zip codes associated therewith. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the first paragraph, Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection.

The lists shall be provided by email; except that if a list is available on another medium, the City shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9642 David Taylor Drive
Charlotte NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate

information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Use of the Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way for the provision of electric energy service; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service within the Franchise Area, and the City reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should City permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, City agrees that Company shall be entitled to injunctive relief.

SECTION 5 - Notice of Acceptance and Term of Franchise

(A) This Ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Commission; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty (30) days after the City Commission's approval of this Ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of thirty (30) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal. If the Franchise expires without the parties entering a new franchise agreement, then the Company will continue to pay unto the City Franchise Fees, as provided in this agreement, during the period of such negotiations, provided that City is actively engaged in good faith negotiations toward the execution of a new franchise agreement.

SECTION 6 - Payment to City

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that will be paid to the City will be collected by the Company from Company's customers in the Franchise

Area and paid to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest at the rate of ten percent (10%) per annum.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amount shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7 - Favored Nations

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor within two (2) months of the date on which the greater fees become effective with respect to the franchise ordinance at issue, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Such notice shall occur within thirty (30) days after accepting any municipal franchise requiring a percentage greater than Section 6. . If Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.

(C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's

municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this Ordinance; it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

SECTION 8 - Grantor Rights

(A) The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall: (a) be lawful, reasonable, and not prohibited or preempted by other applicable laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company; (b) be for a valid municipal purpose; and (c) not materially conflict with or otherwise materially interfere with the benefits conferred on the Company by this Ordinance. The rights and privileges granted to Company by the Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Grantor's Rights-of-Way and nothing in this Franchise shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way. Subject to the requirements above, at least 60 days before the first reading of any ordinance that would impose any contemplated regulations upon the Company, or of any other ordinance that would affect the Company's ability to conduct its business within the City, the City shall give written notice to the Company and appropriate City officials and employees shall, at Company's request, meet to discuss the regulations and any concerns raised by the Company, in advance of such first reading. Provided, however, nothing in this Section shall operate as an acceptance by Company of such ordinance or as a waiver of Company to enforce its rights hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the City or actions (or inactions) of the City relating to Company's perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the City and Company agree to work together in good faith to address and resolve such conflict.

SECTION 9 - Work in Rights of Way

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business;

provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

(B). The Company shall provide the City at least fourteen (14) days' advance notice of any Significant Project within the public Rights-of-Way. The purpose of such notice is to confirm that the Project, as designed, will not unreasonably interfere with the convenient, safe, and continuous use of the public road system in accordance with section 337.401, Florida Statutes. "Significant Project" means (i) replacement of Facilities spanning one or more blocks in residential areas within the City, or (ii) relocation of Facilities due to road widening within the City. This provision shall not be construed to grant or imply City authority to regulate the design, construction, or maintenance of the Company's Facilities ; however, for emergency activities the Company shall provide notice to the City as soon as reasonably practicable.

(C) To the extent practical and reasonable, the Company shall locate new Facilities and relocate Facilities so as to minimize interference with traffic and the public's use of the Rights-of-Way. Where the Company's Facilities unreasonably conflict with authorized street widening or other public improvements, the Company shall relocate such Facilities in accordance with section 337.403, Florida Statutes, as it exists now and as may be amended time from time, and other applicable law and regulations of any state agency having the right to regulate Company. Upon the Company's written request, the City shall grant such additional time as is reasonably necessary to accomplish the relocation, considering the extent and complexity of the work required. When the Company excavates any City Rights-of-Way or other City property, that portion so excavated shall be restored, as can reasonably be done, to its pre-excavation condition (or better) in accordance with section 337.402, Florida Statutes, and other applicable law. The City's approval of restoration shall not be unreasonably withheld, conditioned, or delayed. Subject to any cost allocation requirements or standards set forth in Section 337.403, Florida Statutes, other applicable laws or regulations of the State of Florida or its agencies, or Company's approved tariffs, in each case as amended from time to time, all costs associated with relocation of existing Facilities located solely within Rights of Way or installation of new facilities, including costs to restore Rights of Way, shall be the sole responsibility of the Company.

SECTION 10 - Indemnification

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the City arising out of the death of or bodily injury to any person, or the destruction of or damage to any property and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Company shall not be required to indemnify and hold harmless City for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of City, its employees, contractors and/or agents. The parties acknowledge and agree that the City's performance under this Agreement is subject to the

provisions and limitations of Section 768.28, Florida Statutes. Nothing herein shall be construed as (1) a waiver of sovereign immunity of the City beyond the waiver provided in section 768.28, Florida Statutes; or (2) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident;
- (ii) \$500,000 for property damage resulting from any one accident; and
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11 - Records and Reports

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Records and Audit. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of Franchise Fees for the immediately prior three (3) years, subject to the Company's obligation to keep certain records confidential. City may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) years and then only for the preceding three (3) years. Company will reimburse City's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both the

underpayment and interest shall be paid within ninety (90) days from completion of the audit. Subject to the foregoing provisions of this Section 11(D), any audit of the calculation of Franchise Fees shall be completed in accordance with the procedures, rights, conditions, and limitations applicable to the audit of certain public service taxes as set forth in Section 166.234 Florida Statutes, as it exists now and as may be amended from time to time, notwithstanding that such statute governs audits of certain public service taxes rather than franchise fees.

(E) Customer Report. In addition to City's obligations in Section 4(B), within ninety (90) days of the Effective Date of this Ordinance, City shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. City shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Nothing herein shall be construed as preventing City from providing a supplemental report to at any time in the event that City determines that its original report was incomplete.

SECTION 12 - Retail Wheeling

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and the City. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pasco County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 - Severability

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14 - Governing Law and Venue

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Pasco County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15 - Merger

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – Notices

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To City:
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
Phone: (813) 780-0000

To Company:
Duke Energy
Government & Community Relations Dept.
299 1st Avenue North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5141

SECTION 17 - Non-Waiver Provision

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18 - Repealer and Superseding Provision

This Ordinance shall supersede, as to the rights, privileges, and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Ordinance No. 647 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 647 and any amendments thereto shall have any further force and effect.

SECTION 19 - Dispute Resolution

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties shall first confer informally at the project or staff level within ten (10) days after a

dispute arises. Nothing herein precludes emergency relief to protect public safety or preserve rights.

The foregoing Ordinance No. 1517-26 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of April 2026.

Attest:

Ricardo Quiñones, City Clerk

Council President

The foregoing Ordinance No. 1517-26 was read and passed on the second reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 11th day of May 2026.

Attest:

Ricardo Quiñones, City Clerk

Council President

The foregoing Ordinance No. 1517-26 was approved by me this 27th day of April 2026.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

Accepted and approved by:

Melissa Seixas, State President
Duke Energy Florida, LLC

BUSINESS ITEMS 3.4

May 7, 2026 Municipal Association of Pasco (MAP) Meeting - Port Richey

RESOLUTION NO. 869-26 " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "

Issue:

Florida Statutes 125.001 and 166.0213 authorize governing bodies to participate in joint meetings with the county or other local municipalities to discuss matters of mutual interest. It also states such meetings may be held at any appropriate public place with proper public notice. The attached Resolution No. 869-26 allows for Zephyrhills' participation in the May 7 2026 joint meeting with the Municipal Association of Pasco (MAP).

Background:

Currently, the MAP meetings are held on the 1st Thursday of February, May, August, and November.

Attachment(s):

1. Resolution 869-26 Participation in 05-07-2026 MAP Meeting

Fiscal Impact:

N/A

Staff Recommendation:

Motion to approve Resolution No. 869-26 authorizing Council to participate in joint meetings with members of the Municipal Association of Pasco.

RESOLUTION NO. 869-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey, San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on May 7, 2026, 6:30 p.m., at Port Richey City Hall, 6333 Ridge Rd, Port Richey, FL 34668.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 869-26 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of April, 2026.

Attest: _____
Ricardo Quiñones, City Clerk

Council President

The foregoing Resolution No. 869-26 was approved by me this 27th day of April, 2026.

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

FINANCE DIRECTOR'S REPORT 4.1

Moving from Paymentus Credit Card Processing and WaterSmart to Tyler Technologies

Issue:

Transitioning from Paymentus credit card processing to Tyler payments, and from WaterSmart customer portal to Tyler Utility Access

Background:

In 2024 we moved from having Munibilling providing utility billing services to implementing Tyler Technology's Utility Billing module. The move gave us more control over utility billing and saved the City over \$500,000. At that time, we continued our business relationship with Paymentus, our credit card processor, and WaterSmart, the company that provides our online portal.

With our Paymentus 3-year agreement coming to an end in December 2026, the staff feels the time has come to process online payments through Tyler's Utility Access portal. Tyler Utility Access portal will process customer payments and display water consumption data as well, with the added feature that Tyler's portal will separate household water consumption from irrigation consumption.

This change allows Tyler Technologies software to provide much better integration, eliminating 4 daily data transmissions. The tighter integration allows for much easier email and text messaging to customers who are in danger of being cut off for non-payment.

There are significant implementation hurdles with this proposed implementation. For the 4,000 customers that are currently on autopay, they will need to re-establish the autopay (bank draft), they will need to re-establish themselves. Moreover, for a small number of customers who are currently drafted on a day other than their due date, they will be limited to their due date. All customers who have registered for WaterSmart will need to do so again for Tyler Utility Access

The City is in the first year of a three-year agreement with WaterSmart. We could be required to pay \$46,000 a year for 2 more years until the agreement terminates. Trying to coordinate the terminations dates of WaterSmart and Paymentus has been a logistical challenge.

Attachment(s):

1. Zephyrhills Tyler Payments for UB online only
2. Zephyrhills Notify
3. Zephyrhills Smart Meter Access

4. Zephyrhills UA and Asset Registry Implementation

Fiscal Impact:

Currently, the City's Utility Billing online credit card processing costs approximately \$14,000 a month. The move to Tyler Payments for our credit card processor would save approximately \$1,000 a month. The savings for the customer portal will be approximately \$18,000 a year. The cost for implementation is \$29,700 below the \$40,000 budgeted.

Staff Recommendation:

The staff recommends that City Council authorizes the City Manager to execute the agreements that are attached.



Quoted By:
 Quote Expiration:
 Quote Name:

Cindy Chase
 07/28/26
 Zephyrhills - Tyler Payments
 for UB online

Sales Quotation For:

ZEPHYRHILLS, FL CITY OF
 ATTN: MICHAEL PANAK
 ZEPHYRHILLS FL 33542

Shipping Address:

City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus									
Enterprise ERP Payments									
Utility Billing				0.50%	\$ 0.50			X	X
Payments - Other Fees									
Client eCheck Cost	\$ 0.75								
Credit Card Chargebacks	\$ 15.00								
eCheck Rejects	\$ 5.00								

Client Card Cost - Interchange Plus

Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

IVR Cost

Additional \$0.50 per transaction on top of Card and eCheck Fee.

Client eCheck Cost

Per electronic check transaction.

eCheck Rejects

When an eCheck transaction comes back as declined (e.g bounced check)

**Credit Card Chargebacks
Payments**

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Your use of Payments and any related items included on this order is subject to the terms found at:
<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement
in which it is included, you agree you have read, understand, and agree to such terms. Please see attached
Payments fee schedule.

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")
between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall

conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

false

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 9,000.00
Total Tyler Services	\$ 6,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,300.00	\$ 9,000.00

Client's purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
TOTAL:		0	\$ 600.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Imp. Hours	Annual Fee	Annual Fee Discount	Annual Fee Net
Additional				
Notify includes 50,000 Msgs and 1,650 Mins per year		\$ 10,000.00	\$ 1,000.00	\$ 9,000.00
	TOTAL	24	\$ 10,000.00	\$ 1,000.00
			\$ 1,000.00	\$ 9,000.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Quoted By: Cindy Chase
 Quote Expiration: 07/28/26
 Quote Name: Zephyrhills - SMA
 Quote Description: Smart Meter Access

Sales Quotation For:
 ZEPHYRHILLS, FL CITY OF
 ATTN: MICHAEL PANAK
 ZEPHYRHILLS FL 33542

Shipping Address:
 City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue Management			
Smart Meter Access - \$1.70 per meter	13500	16	\$ 22,950.00
TOTAL		16	\$ 22,950.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 225.00	\$ 0.00	\$ 900.00	\$ 0.00
Remote Implementation	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
TOTAL				\$ 4,500.00	\$ 0.00

Summary

2026-590763-H3X4C1

One Time Fees

CONFIDENTIAL

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 22,950.00
Total Tyler Services	\$ 4,500.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 4,500.00	\$ 22,950.00

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Smart Meter Access annual subscription is calculated in year one based on smart meter estimates documented in this order. Subsequent year's subscription value is calculated based on actual smart meters for the previous year.



Quoted By: Cindy Chase
 Quote Expiration: 07/28/26
 Quote Name: Zephyrhills - UA and Asset Registry Implementation
 Quote Description: Implementation for UA and Asset Registry

Sales Quotation For:
 ZEPHYRHILLS, FL CITY OF
 ATTN: MICHAEL PANAK
 ZEPHYRHILLS FL 33542

Shipping Address:
 City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	72	\$ 225.00	\$ 0.00	\$ 16,200.00	\$ 0.00
Project Management	12	\$ 225.00	\$ 0.00	\$ 2,700.00	\$ 0.00
TOTAL				\$ 18,900.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 18,900.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 18,900.00	\$ 0.00

Client's purchase of the items listed above is subject to the Comments below
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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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NOTED ITEMS 5.1

US Water Final Pay App and Change Order #2 - North Side Water-Wastewater Project

Issue:

US Water Final Pay App and Change Order #2 - North Side Water-Wastewater Project

Background:

This project was to install a sewer force main along Ft King Rd from Old Simons Rd. to Phelps Rd, then along the entire length of Kossik to Sheppard Lane/ Otis Allen Rd. intersection. It also included a water line from Ft King Rd. along Kossik Rd to Green Slope Dr.

Attachment(s):

1. US Water Final Pay App and Change Order #2 - North Side Water-Wastewater Project

Fiscal Impact:

The original Project cost was \$2,511,988.42 with a Deductive Change Order of \$176,137.33 for a final project cost of \$2,335,851.09.

Staff Recommendation:

No action necessary

Contractor's Application for Payment No. 7-FINAL

Application Period: 10/1/2025-3/27/26	Application Date: 3/27/2026
To (Owner): City of Zephyrhills, Florida 5335 8th Street Zephyrhills FL 33542	From (Contractor): U.S. Water Services Corporation
Project: Northside Phase 3 Forcemain / Waterline Extension	Via (Engineer): Jones Edmunds & Associates, Inc.
Owner's Contract No.: 25-24-01	Contract: PO #20240612
Contractor's Project No.: J028982001	Engineer's Project No.: 26110-053-01

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
2		\$ (176,137.33)	1. ORIGINAL CONTRACT PRICE..... \$ 2,511,988.42
			2. Net change by Change Orders..... \$ (176,137.33)
			3. Current Contract Price (Line 1 ± 2)..... \$ 2,335,851.09
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 2,335,851.09
			5. RETAINAGE:
			a. X \$ 2,335,851.09 Work Completed..... \$ -
			b. X \$ - Stored Material..... \$ -
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ -
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 2,335,851.09
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 2,117,312.97
			8. AMOUNT DUE THIS APPLICATION..... \$ 218,538.12
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ -
TOTALS	\$ -	\$ (176,137.33)	
NET CHANGE BY CHANGE ORDERS	\$	(176,137.33)	


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

By: Edward Mitchell, VP Date: 3/27/2026

Payment of: \$ 218,538.12
 or other - attach explanation of the other amount

is recommended by:  2026.04.08
 Engineer Date
 Jones Edmunds & Associates, Inc.

Payment of: \$ ~~218,538.12~~ ^{218,538.12}
 (Line 8 or other - attach explanation of the other amount)

is approved by:  4-9-26
 City of Zephyrhills, Florida (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

For (Contract):		Northside Phase 3 Forcemain / Waterline Extension								Application Number:		7-FINAL	
Application Period:		10/1/2025-3/27/26								Application Date:		3/27/2026	
								Work Completed		E	F		G
A	B			C			D						
Item No.	Description	U/M	QTY	Unit Cost (\$)	Scheduled Value (\$)	QTY	From Previous Application (C+D)	QTY	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety Requirements and General Conditions	LS	1	\$ 107,676.00	\$ 107,676.00	100%	\$ 107,676.00		\$ -		\$ 107,676.00	100%	\$ -
2	Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	100%	\$ 25,000.00		\$ -		\$ 25,000.00	100%	\$ -
3	Environmental Protection	LS	1	\$ 125,555.00	\$ 125,555.00	100%	\$ 125,555.00		\$ -		\$ 125,555.00	100%	\$ -
4	Construction Survey and Layout	LS	1	\$ 34,500.00	\$ 34,500.00	100%	\$ 34,500.00		\$ -		\$ 34,500.00	100%	\$ -
5	6-Inch Sanitary Sewer Force Main via Open-Cut	LF	9350	\$ 57.00	\$ 532,950.00	9,142.00	\$ 521,094.00	27.00	\$ 1,539.00		\$ 522,633.00	98%	\$ 10,317.00
6	6-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)	LF	3400	\$ 45.00	\$ 153,000.00	3,400.00	\$ 153,000.00		\$ -		\$ 153,000.00	100%	\$ -
7	8-Inch Sanitary Sewer Force Main via Open-Cut	LF	4874	\$ 69.00	\$ 336,306.00	4,874.00	\$ 336,306.00		\$ -		\$ 336,306.00	100%	\$ -
8	8-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)	LF	250	\$ 66.00	\$ 16,500.00	250.00	\$ 16,500.00		\$ -		\$ 16,500.00	100%	\$ -
9	12-Inch Potable Water Main via Open-Cut	LF	4525	\$ 105.00	\$ 475,125.00	3,830.00	\$ 402,150.00		\$ -		\$ 402,150.00	85%	\$ 72,975.00
10	Combination Air/Vacuum Valves and Vaults	EA	14	\$ 4,582.06	\$ 64,148.84	14.00	\$ 64,148.84		\$ -		\$ 64,148.84	100%	\$ -
11	Concrete Restoration	SY	2150	\$ 150.00	\$ 322,500.00	1,770.00	\$ 265,500.00		\$ -		\$ 265,500.00	82%	\$ 57,000.00
12	Linerock Restoration	SY	406	\$ 35.00	\$ 14,210.00	363.03	\$ 12,706.05		\$ -		\$ 12,706.05	89%	\$ 1,503.95
13	Asphalt Concrete Restoration	SY	1033	\$ 35.00	\$ 36,155.00	639.05	\$ 22,366.75	22.22	\$ 777.70		\$ 23,144.45	64%	\$ 13,010.55
14	Testing Allowance (\$25,000) Include this amount in your Total	AL	1	\$ 25,000.00	\$ 25,000.00	75%	\$ 18,750.00	25%	\$ 6,250.00		\$ 25,000.00	100%	\$ -
15	Record/As-Built Drawings Allowance (\$15,000) Include this amount in your Total	AL	1	\$ 15,000.00	\$ 15,000.00	50%	\$ 7,500.00	50%	\$ 7,500.00		\$ 15,000.00	100%	\$ -
TOTAL BASE BID:					\$ 2,283,625.84	93%	\$ 2,112,752.64	1%	\$ 16,066.70	\$ -	\$ 2,128,819.34	93%	\$ 154,806.50
16	Contingency (10% of Sub-Total)	LS	1	\$ 228,362.58	\$ 228,362.58		\$ -		\$ -		\$ -		\$ 228,362.58
	RFI004 HDD WM Crossing at Green Slope	LS	1	\$ 31,099.69	\$ 31,099.69	100%	\$ 31,099.69		\$ -		\$ 31,099.69	100%	\$ -
	RFI05A Ghost Train Drill	LS	1	\$ 35,096.91	\$ 35,096.91		\$ -	100%	\$ 35,096.91		\$ 35,096.91	100%	\$ -
	Four (4) WM ARVS (PCM #02)	LS	1	\$ 18,328.24	\$ 18,328.24	100%	\$ 18,328.24		\$ -		\$ 18,328.24	100%	\$ -
	12-Inch WM	LS	1	\$ 38,996.57	\$ 38,996.57		\$ -	100%	\$ 38,996.57		\$ 38,996.57	100%	\$ -
	NS P3 Water Hydrants (PCM#06)	LS	1	\$ 36,301.80	\$ 36,301.80	100%	\$ 36,301.80		\$ -		\$ 36,301.80	100%	\$ -
	NS P3 FM Otis Allen Tie In (PCM#07)	LS	1	\$ 5,520.00	\$ 5,520.00	100%	\$ 5,520.00		\$ -		\$ 5,520.00	100%	\$ -
	NS P3 Simons Rd FM 6 Stub out Relocation (PCM#08)	LS	1	\$ (5,700.00)	\$ (5,700.00)	100%	\$ (5,700.00)		\$ -		\$ (5,700.00)	100%	\$ -
	NS P3 Fort King Shock Pad (PCM#09)	LS	1	\$ 8,734.12	\$ 8,734.12	100%	\$ 8,734.12		\$ -		\$ 8,734.12	100%	\$ -
	NS P3 Otis Allen FM Reroute North 301	LS	1	\$ 16,940.42	\$ 16,940.42		\$ -	100%	\$ 16,940.42		\$ 16,940.42	100%	\$ -
OVERBILLING (ADDITIONS)													
6	6-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)	LF	230	\$ 45.00	\$ 10,350.00	230.00	\$ 10,350.00		\$ -		\$ 10,350.00	100%	\$ -
7	8-Inch Sanitary Sewer Force Main via Open-Cut	LF	136	\$ 69.00	\$ 9,384.00	136.00	\$ 9,384.00		\$ -		\$ 9,384.00	100%	\$ -
8	8-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)	LF	30	\$ 66.00	\$ 1,980.00	30.00	\$ 1,980.00		\$ -		\$ 1,980.00	100%	\$ -
UNDERBILLING (DEDUCTS)													
5	6-Inch Sanitary Sewer Force Main via Open-Cut	LF	-181	\$ 57.00	\$ (10,317.00)		\$ -		\$ -		\$ -		\$ (10,317.00)
9	12-Inch Potable Water Main via Open-Cut	LF	-695	\$ 105.00	\$ (72,975.00)		\$ -		\$ -		\$ -		\$ (72,975.00)
11	Concrete Restoration	SY	-380	\$ 150.00	\$ (57,000.00)		\$ -		\$ -		\$ -		\$ (57,000.00)
12	Linerock Restoration	SY	-42.97	\$ 35.00	\$ (1,503.95)		\$ -		\$ -		\$ -		\$ (1,503.95)
13	Asphalt Concrete Restoration	SY	-371.73	\$ 35.00	\$ (13,010.55)		\$ -		\$ -		\$ -		\$ (13,010.55)
16	Contingency (10% of Sub-Total)	LS	-1	\$ 228,362.58	\$ (228,362.58)		\$ -		\$ -		\$ -		\$ (228,362.58)
Totals					\$ 2,511,988.42	89%	\$ 2,228,750.49	4%	\$ 107,100.60	\$ -	\$ 2,335,851.09	93%	\$ -



Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

CHANGE ORDER (CO) NO. 02

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: ITB-2023-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-051-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: US Water Services Corporation PROJECT NO.: JO289982002 PROJECT MANAGER: Ralph Amriott
 PROJECT NAME: City of Zephyrhills Northside Phase 3
 DATE OF ISSUANCE: 04.08.2026 EFFECTIVE DATE: Once the City accepts

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>2,511,988.42</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Notice to Proceed: <u>04/26/2024</u> Substantial Completion (days and date): <u>430 Days - 06/29/2025</u> Ready for final payment (days and date): <u>460 Days - 07/29/2025</u>
[Increase/Decrease] from previously approved Change Orders No. <u>00</u> to No. <u>01</u> : \$ <u>0</u>	Increase from previously approved Change Orders No. <u>00</u> to No. <u>01</u> : Substantial completion (days): <u>109 Days</u> Ready for final payment (days): <u>109 Days</u>
Contract Price prior to this Change Order: \$ <u>2,511,988.42</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>10/16/2025</u> Ready for final payment (date): <u>11/16/2025</u>
Decrease of this Change Order: \$ <u>176,137.33</u>	Increase of this Change Order: <u>131 Days</u> Substantial completion (days): <u>131 Days</u> Ready for final payment (days): <u>131 Days</u>
Contract Price incorporating this Change Order: \$ <u>2,335,851.09</u>	Contract Times with all approved Change Orders: Substantial completion (days and date): <u>670 Days – 02/24/2026</u> Ready for final payment (days and date): <u>701 Days – 03/27/2026</u>

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
<u>RFI004 HDD WM Crossing at Green Slope</u>		<u>\$ 31,099.69</u>
<u>RFI05A Ghost Train Drill</u>		<u>\$ 35,096.91</u>
<u>Four (4) WM ARVS (PCM #02)</u>		<u>\$ 18,328.24</u>
<u>12-Inch WM</u>		<u>\$ 38,996.57</u>
<u>NS P3 Water Hydrants (PCM#06)</u>		<u>\$ 36,301.80</u>
<u>NS P3 FM Otis Allen Tie In (PCM#07)</u>		<u>\$ 5,520.00</u>
<u>NS P3 Simons Rd FM 6 Stub out Relocation (PCM#08)</u>	<u>\$ 5,700.00</u>	
<u>NS P3 Fort King Shock Pad (PCM#09)</u>		<u>\$ 8,734.12</u>
<u>NS P3 Otis Allen FM Reroute North 301</u>		<u>\$ 16,940.42</u>
<u>6-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)</u>		<u>\$ 10,350.00</u>
<u>8-Inch Sanitary Sewer Force Main via Open-Cut</u>		<u>\$ 9,384.00</u>
<u>8-Inch Sanitary Sewer Force Main via Horizontal Directional Drill (HDD)</u>		<u>\$ 1,980.00</u>
<u>6-Inch Sanitary Sewer Force Main via Open-Cut</u>	<u>\$ 10,317.00</u>	

SECTION 00941



Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

<u>12-Inch Potable Water Main via Open-Cut</u>	<u>\$ 72,975.00</u>	
<u>Concrete Restoration</u>	<u>\$ 57,000.00</u>	
<u>Limerock Restoration</u>	<u>\$ 1,503.95</u>	
<u>Asphalt Concrete Restoration</u>	<u>\$ 13,010.55</u>	
<u>Deduct unused portion of Contingency Allowance (10% of Base Bid)</u>	<u>\$228,362.58</u>	
 SUBTOTAL	 \$388,869.08	 \$ 212,731.75
 GRAND TOTAL	 \$176,137.33	

This Change Order also closes out all final quantity adjustments and deducts the unused balance of the Contingency Allowance, resulting in a net contract decrease of \$176,137.33 and final contract price of \$2,335,851.09.


ATTACHMENTS

(List documents supporting change.)

- RFI004 HDD WM Crossing at Green Slope
- RFI05A Ghost Train Drill
- Four (4) WM ARVS (PCM #02)
- NS P3 Water Hydrants (PCM#06)
- NS P3 6-Inch Reclaim WM (PCM#05)
- NS P3 FM Otis Allen Tie In (PCM#07)
- NS P3 Simons Rd FM 6 Stub out Relocation (PCM#08)
- NS P3 Fort King Shock Pad (PCM#09)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED: 
By: _____
Engineer (Authorized Signature)
Date: 2026.04.08

ACCEPTED: 
By: _____
Owner (Authorized Signature)
Date: 4/9/2026

ACCEPTED: Ralph Digitally signed by Ralph Amriott Date: 2026.04.09 09:53:03 -0400
By: Amriott
Contractor (Authorized Signature)
Date: 4/9/2026

Approved by Funding Agency (if applicable):

Date: _____

NOTED ITEMS 5.2

March 2026 Quarterly Investment Report

Issue:

March 2026 Quarterly Investment Report

Background:

Attachment(s):

- 1. March 2026 Quarterly Investment Report

Fiscal Impact:

Staff Recommendation:

	March 2026		March 2025	
Truist Utility Deposits	\$ 1,923,564.84		\$ 1,456,202.43	
Truist Utility Debt Service	\$ 246,062.28		\$ 251,945.78	
Total	\$ 2,169,627.12		\$ 1,708,148.21	
Florida Safe Investment Pool	\$ 30,655,348.06	3.70%	\$ 31,275,508.60	4.42%
Florida Safe Inv Pool - 2025 Bonds	\$ 32,622,245.95	3.70%	\$ -	
Florida Prime Investment Pool	\$ 30,588,275.07	3.83%	\$ 29,847,846.08	4.51%
Florida Prime (ARPA)	\$ 1,491,870.12	3.83%	\$ 2,205,436.66	4.51%
Truist Operating	\$ 900,507.09	0.06%	\$ 1,579,077.09	0.09%
Total	\$ 96,258,246.29		\$ 64,907,868.43	
General Fund	\$ 49,932,045.24		\$ 20,758,922.36	
Special Revenue Fund	\$ 6,300,918.74		\$ 8,696,091.30	
CRA	\$ 4,240,674.08		\$ 3,092,571.37	
Impact Fee Fund	\$ 8,434,150.33		\$ 7,920,774.26	
Utility Impact Fees	\$ 9,930,791.17		\$ 12,894,578.50	
Utility Fund	\$ 12,530,878.68		\$ 7,139,403.53	
Airport Fund	\$ 229,697.24		\$ 2,448,711.78	
Sanitation Fund	\$ 4,585,052.36		\$ 1,956,815.33	
Internal Service Fund	\$ 74,038.45		\$ -	
Total	\$ 96,258,246.29		\$ 64,907,868.43	
Total Interest	\$ 1,226,315.50		\$ 1,457,400.66	