



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, May 11, 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 Dr. Steven F. Spina, Ph.D.

Roll Call — Assistant City Clerk Eileen Mercado

Invocation —

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Proclamation -National Public Works Week
 1. 2026 Public Works Week
- 2 Proclamation - Andrew Bray
 1. 2026 Andrew Bray

1. CONSENT ITEMS

- 1.1 City Council Meeting Minutes - April 27, 2026
 1. 04.27.2026 CCM Minutes

- 1.2 16-2026-02 Easement Agreement SWFWMD for Parcel ID: 02-26-21-0080-00A00-0123
 1. 16-2026-02 Easement Agreement SWFWMD 13-020-160_signed
- 1.3 41-2026-10 Foshee Construction Agreement for Train Depot Parking Lot
 1. 41-2026-10 Foshee Construction Agreement for Train Depot Parking Lot

2. FINANCE DIRECTOR'S REPORT

- 2.1 Convenience Fee Update
 1. Zephyrhills Tyler Payments Hybrid absorb eChecks only

3. PUBLIC WORKS DIRECTOR'S REPORT

- 3.1 Raftelis - Stormwater Assessment Fee Update
 1. Zephyrhills_StormwaterPreliminaryRatePresentation_05112026_clientcopy
 2. 3.1A ZephyrhillsModel_v2_05072026

4. BUSINESS ITEMS

4.1 **Advisory Board Term Alignment**

First Reading Ordinance No. 1518-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING SECTIONS, 30.035, 30.132, 30.162, 30.172, AND 30.180, OF THE CODE OF ORDINANCES TO ALIGN BOARD AND COMMISSION TERMS WITH CITY COUNCIL AND MAYORAL TERMS; INCREASING TERMS OF OFFICE FROM THREE (3) YEARS TO FOUR (4) YEARS FOR THE MUNICIPAL AIRPORT AUTHORITY, PLANNING COMMISSION, PARKS AND RECREATION ADVISORY BOARD, LIBRARY ADVISORY BOARD AND THE HISTORIC PRESERVATION BOARD TO ALIGN THE BOARD AND COMMISSION WITH THE CITY COUNCIL AND MAYORAL TERMS; PROVIDING FOR STAGGERED TERMS, TRANSITION, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. "**

1. Ordinance 1518-26 Advisory Board Term Alignment (38956841v1)

5. CITY MANAGER'S REPORT

- 5.1 Special Event Alcohol Approval -Commandoughs Memorial Day Event. The applicant will be proposing to use 15th Ave (City Street) between Gall Blvd and 6th Street as a wetzone.
 1. Special Event Report
 2. Map for Commandoughs with wetzone listed
- 5.2 Skydive City Update
- 5.3 Silver Oaks Golf Course Update

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

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



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are vital to sustainable and resilient communities and to the public health, safety, and well-being of the people of the City of Zephyrhills;

WHEREAS, these services could not be provided without the dedicated efforts of public works professionals, including engineers, managers, and employees at all levels, who are responsible for building, maintaining, and protecting our transportation systems, water supply, water treatment, solid waste systems, public buildings, and other essential infrastructure;

WHEREAS, it is in the public interest for citizens, civic leaders, and youth in the City of Zephyrhills to gain knowledge of and maintain an ongoing understanding of the importance of public works and the critical role it plays in everyday life;

WHEREAS, the year 2026 marks the 66th annual National Public Works Week, sponsored by the American Public Works Association, with the theme “Rooted in Service, Powered by Community,” recognizing the essential contributions of public works professionals to our community

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida, do hereby proclaim the week of May 17–23, 2026 as

NATIONAL PUBLIC WORKS WEEK

and urge all citizens to join with the American Public Works Association and the City of Zephyrhills Public Works Department in recognizing the dedication, service, and contributions of public works professionals who enhance our quality of life each and every day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida, this 11th day of May, 2026..

CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk



PROCLAMATION

WHEREAS, the City of Zephyrhills takes great pride in recognizing student-athletes whose dedication, perseverance, and achievements bring distinction to our schools and community; and

WHEREAS, Andrew Bray, a senior at Zephyrhills High School, capped an outstanding wrestling career by capturing the 2026 FHSAA Class 2A State Championship in the 175-pound division at Silver Spurs Arena in Kissimmee; and

WHEREAS, Andrew secured the state title with a late takedown in the championship match against Winter Springs' Jacob Rodriguez, overcoming a 2-1 deficit in the final minute to earn a 4-2 victory; and

WHEREAS, Andrew concluded his senior season with an exceptional 51-3 record and shattered the Zephyrhills High School career takedown record by finishing with 131 takedowns, surpassing the previous school mark; and

WHEREAS, Andrew's state championship marked a historic milestone for the Zephyrhills High School wrestling program, ending a 23-year drought and crowning the Bulldogs' first wrestling state champion since the early 2000s; and

WHEREAS, through hard work, determination, and commitment to excellence, Andrew Bray has represented Zephyrhills High School and the City of Zephyrhills with pride, sportsmanship, and Bulldog spirit;

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby recognize and commend **Andrew Bray 2026 FHSAA Class 2A State Wrestling Champion** for his outstanding athletic accomplishments and for the pride he brings to the City of Zephyrhills and Zephyrhills High School.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 11th day of May, 2026.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

CONSENT ITEMS 1.1

City Council Meeting Minutes - April 27, 2026

Issue:

A regular City Council Meeting was held on April 27, 2026

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. 04.27.2026 CCM Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

Page 1 of 4

A Regular City Council Meeting was held on April 27 , 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 6:12 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, Public Works Director Shane LeBlanc, Airport Manager Nathan Coleman, Library Director Peggy Panak, CRA Director Gail Hamilton, Planning Director Todd Vande Berg, Principal Planner Rodney Corriveau, Historic Preservation Specialist Will McCaw, Finance Director Ted Beason, Public Information Officer Kevin Weiss and City Clerk Ricardo Quinones. Human Resources & Risk Management Director Sandra Amerson arrived at 7 :04 PM.

The Invocation was led by Principal Planner Rodney Corriveau
The Pledge of Allegiance followed.

CITIZEN COMMENTS

Speakers: **Jeri Lutman** - 6921 Stephens Path, **Kimber Rhondes Ramos** - 6461 Brentwood Drive, **Mary Hamel** - 6516 Brentwood Drive, **Don Hamel** - 6516 Brentwood Drive.

Several residents of the Silver Oaks community addressed Council regarding conditions at the former Silverado Golf Course property. Residents expressed concerns regarding overgrown vegetation, downed trees, maintenance issues, debris removal, trespassing, fishing activity, unauthorized camping, and the possibility of burning tree debris on the site. Residents also voiced concerns about declining neighborhood conditions and property values.

City Manager William Poe stated the property is privately owned and explained that Staff has continued communicating with the property owner, code enforcement personnel, and potential interested parties regarding the site. He stated the City plans to revisit the matter in May 18th to evaluate progress and determine potential next steps with the County Attorney's Office if conditions do not improve.

Police Chief Derek Brewer explained that the Police Department utilizes trespass authorization agreements signed by property owners, which allow officers to issue trespass warnings on private property without first contacting the owner at the time of the incident. ***Note, the current agreement associated with the property expires May 27, 2026 and would require renewal by the property owner.***

Council discussed the ongoing code enforcement concerns, the condition of the property, the timeline associated with previous enforcement actions, and the need to continue evaluating available enforcement options.

MAYOR

1. Reorganization of Council Officers Council
President
Council Vice President

Lance Smith motioned to nominate Jodi Wilkeson as Council Vice President. Seconded by Kenneth Burgess. Motion passed unanimously.

Kenneth Burgess motioned to nominate Jodi Wilkeson as Council Vice President. Seconded by Charles Proctor. Motion passed unanimously.

- 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).

Council reviewed current liaison assignments, including Charles Proctor to Ridge League of Cities, Steven Spina to Chamber of Commerce, Jodi Wilkeson to Main Street Zephyrhills, Lance Smith to Metropolitan Planning Organization, and Kenneth Burgess to Tourist Development Council appointments.

Lance Smith motioned to retain the current assignments. Seconded by Jodi Wilkeson. Motion passed unanimously.

- 3 ZEDC Quarterly Update

REGULAR CITY COUNCIL MEETING

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Dr. Randy Stovall presented the quarterly update on behalf of the Zephyrhills Economic Development Coalition. The presentation included updates on stakeholder meetings, economic summits, business outreach efforts, website enhancements, workforce development initiatives, and recent economic development activity within the City.

Dr. Stovall discussed ongoing coordination with CareerSource and AM Skills to support workforce recruitment and manufacturing training opportunities tied to expanding industrial employers in the City. He also highlighted the recent Bauducco job fair and discussed anticipated hiring activity involving MiTek and Tibbett's Lumber.

Council discussed recent industrial growth activity, medical industry survey data, traffic planning efforts, and updates related to the Century manufacturing facility expansion.

1. CONSENT ITEMS

- 1.1 Budget Workshop Meeting Minutes - April 13, 2026
- 1.2 City Council Meeting Minutes - April 13, 2026
- 1.3 Utility Service Agreement 45-2026-04 for Michael G & Angela Roxanne McIntyre (39239 Longview Ave)
- 1.4 Award of bid for Depot Parking Lot Improvements - Foshee Construction Co., LLC
- 1.5 Zephyrhills Police Department Entrance Sign

Charles Proctor motioned to approve the Consent agenda as presented. Seconded by Jodi Wilkeson. Motion passed unanimously.

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. "**

City Attorney Matthew Maggard read Ordinance No. 1516-26 by title. Council President opens a public hearing.

Historic Preservation Specialist Will McCaw presented the proposed ordinance amendments related to the Historic Preservation Board and Certified Local Government requirements. Discussion focused primarily on identifying the City's "chief elected official" for purposes of state historic preservation program documentation. McCaw explained that state staff indicated the City could designate either the Mayor or Council President for signing authority purposes.

Council consensus supported designating the Council President as the signing authority, consistent with the City's existing governance structure. None spoke from the floor. Council President closes the public hearing.

Jodi Wilkeson motioned to approve Ordinance No. 1516-26 on second reading. Seconded by Lance Smith. Motion passed unanimously.

3. BUSINESS ITEMS

- 3.1 Appointment to the Library Board.
Council considered the appointment of Joan Switzer to the Library Board.

Jodi Wilkeson motioned to approve the Library Board appointment. Seconded by Kenneth Burgess. Motion passed unanimously.

- 3.2 Historic Facade Grant - 5411 10th Street

Historic Preservation Specialist Will McCaw presented a Historic Facade Grant request for replacement of windows at 5411 10th Street. McCaw explained that the applicant previously submitted multiple window proposals that did not comply with Historic Preservation Board standards before ultimately submitting a wood-frame window design that met the required standards.

REGULAR CITY COUNCIL MEETING

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Council discussed historic preservation standards, outreach efforts regarding available historic grants, and ongoing participation in the program.

Lance Smith motioned to approve the Historic Facade Grant. Seconded by Charles Proctor. Motion passed unanimously.

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. "**

City Manager William Poe presented Ordinance No. 1517-26, a proposed long-term franchise agreement with Duke Energy for use of public rights-of-way associated with electric utility infrastructure. The proposed agreement includes a 30-year term with two optional five-year renewals.

City Attorney Matthew Maggard read the ordinance by title. Council discussion included prior concerns involving utility infrastructure placement associated with a roadway connection project and communication challenges between Duke Energy, developers, and the City. Duke Energy representatives addressed Council questions and discussed coordination efforts related to future projects.

Jodi Wilkeson motioned to approve Ordinance No. 1517-26 on first reading. Seconded by Kenneth Burgess. Motion Passed, 3-2. Opposed by Lance Smith and Charles Proctor.

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. "

City Attorney Matthew Maggard read Resolution No. 869-26 by title.

Lance Smith motioned to approve Resolution 869-26. Seconded by Kenneth Burgess. Motion passed unanimously.

4. FINANCE DIRECTOR'S REPORT

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

Finance Director Ted Beason presented a proposal to transition the City's utility billing and payment processing systems from Paymentus and WaterSmart to Tyler Technologies. Beason explained the transition would consolidate services, improve integration with the City's financial systems, reduce manual data management, streamline disconnect processes, and improve customer account visibility.

Discussion included the impact on customers currently enrolled in automatic payment programs, system integration, credit card processing fees, customer convenience fees, and cybersecurity considerations. Council also discussed potentially passing credit card processing fees to customers utilizing debit or credit card payments while continuing to allow ACH and check payments without additional fees.

Lance Smith motioned to approve the Tyler Technologies transition agreements, authorize the City Manager to execute related documents, and authorize recovery of credit card processing fees as presented by staff. Seconded by Kenneth Burgess. Motion passed unanimously.

MAYOR ANNOUNCEMENTS

Mayor Monson recognized Planning Director Todd Vande Berg in anticipation of his retirement and thanked him for nearly 30 years of service to the City. Mayor Monson also congratulated Rodney Corriveau on his promotion as the City's next Planning Director.

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe announced Todd Vande Berg's retirement celebration scheduled for April 30, 2026, at the Mouratoglou Tennis Center. He also announced the groundbreaking ceremony for the City Yard project scheduled for May 7, 2026. Additional updates included reclaimed water service

REGULAR CITY COUNCIL MEETING

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activation within Abbott Square and progress related to the Zephyrhills Police Department's reaccreditation process.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Lance Smith - congratulated Todd Vande Berg on retirement, reminiscing on their families growing up together. Smith will be unable to attend the retirement party.

Jodi Wilkeson - will be at the retirement party and making a donation to the Sarah Vande Berg Foundation. Wilkeson shared memories of working together with Todd.

Charles Proctor - said that Mr. Vande Berg will be missed.

Kenneth Burgess - congratulated Rodney Corriveau and Todd Vande Berg on their promotion and retirement respectively.

Steven Spina - shared a memory of Todd's interview 29 years and 10 months ago. Spina said he had great appreciation for all Mr. Vande Berg's work.

Planning Director Todd Vande Berg responded to the positive comments and memories. He counted himself blessed; saying not everyone gets 30 years.

5. NOTED ITEMS

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

5.2 March 2026 Quarterly Investment Report

ADJOURN 7:56 PM

Submitted by Ricardo Quifiones

CONSENT ITEMS 1.2

16-2026-02 Easement Agreement SWFWMD for Parcel ID: 02-26-21-0080-00A00-0123

Issue:

City Council is requested to consider approval of an Easement Agreement between the City of Zephyrhills and the Southwest Florida Water Management District (SWFWMD).

Background:

The attached Easement Agreement grants the Southwest Florida Water Management District certain easement rights associated with District project activities and infrastructure within the City. The agreement will allow SWFWMD to continue necessary activities associated with its permitted water management and stormwater infrastructure functions while ensuring the City's interests are formally documented.

Attachment(s):

1. 16-2026-02 Easement Agreement SWFWMD 13-020-160_signed

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.

Prepared by:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

EASEMENT AGREEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2026, by and between the City of Zephyrhills, a Florida municipal corporation, having an address of 5335 Eighth Street, Zephyrhills, Florida 33540, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, for a term of fifty (50) years from the agreement date written above, a non-exclusive easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To construct, maintain, repair or replace two monitoring wells and data monitoring equipment over the land more particularly described on Exhibit "A" (the "Well Site Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on Exhibit "A" (the "Access Easement Area") to access the monitoring wells and equipment in order to perform hydrologic measurements.

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby agrees to restore the Well Site Easement Area and Access Easement Area to the same condition as it was prior to any construction, maintenance, repair or access by Grantee.

Grantee hereby agrees to protect, indemnify and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area or the Access Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor

shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[Reminder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

Grantor:

Signed, sealed and delivered
in the presence of:

City of Zephyrhills, a Florida municipal corporation

Witness #1 Signature

By: _____
Steven F. Spina
City Council President

Print Witness #1 Name

Address for Witness #1

Witness #2 Signature

Print Witness #2 Name

Address for Witness #2

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by _____, as City Council President for the City of Zephyrhills, a Florida municipal corporation, on behalf of the City of Zephyrhills. He [] is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Southwest Florida Water Management District

By: [Signature]
Name: John R. Mitten
Title: Chair

ATTEST:

By: [Signature]
Name: Ashley Bell Barnett
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 24 day of February 2026, by John R. Mitten, as Governing Board Chair, for the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District. He/She [] is personally known to me or has produced _____ as identification.

(Seal)



[Signature]
Signature of Notary
Virginia Singer
(Name of Notary typed, printed or stamped)

Commission No. HH 498138
My Commission
Expires: June 28, 2028

EXHIBIT "A"

Legal Description Parcel 13-020-160 (Access Area)

A portion of said Parent Tract described in Official Records Book 4684 Page 764 of the Public Records of Pasco County, Florida, located in the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of section 2; Thence S 89° 52' 46" W (Field), along the said south boundary line of southwest 1/4 of section 2, a distance of 1163.00 feet; Thence leaving said south boundary line of southwest 1/4 of section 2, N 0°18'18" E (Field) to the south boundary line of said Parent Tract a distance of 618.55 feet (Field); Thence S 89°52'10" E along said south boundary line of Parent Tract a distance of 156.96 feet for a POINT OF BEGINNING; Thence N 0°13'26" E (along a line lying 23 feet east of and parallel with the east boundary line of said Parent Tract) a distance of 161.83 feet, thence N 89°46'29" E, a distance of 10.00 feet (42 feet south and parallel of north boundary line of said Parent Tract); Thence S 0°13'26" W, (13 feet west and parallel with the east boundary line of said Parent Tract) a distance of 151.89 feet; Thence S 89°52'10" E, a distance of 13.00 feet to an intersection with the East line of said Parent Tract; Thence S 0°13'26" W, a distance of 10.00 feet to the Southeast corner of said Parent Tract; Thence N 89°52'10" W, (along the south boundary line of Parent Tract) a distance of 23.00 feet; to the POINT OF BEGINNING.

Containing 1749 Square Feet / 0.04 Acres, More or Less

Legal Description Parcel 13-020-160 (Well Site Area)

A portion of said Parent Tract described in Official Records Book 4684 Page 764 of the Public Records of Pasco County, Florida, located in the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of section 2; Thence S 89° 52' 46" W (Field), along the said south boundary line of southwest 1/4 of section 2, a distance of 1163.00 feet; Thence leaving said south boundary line of southwest 1/4 of section 2, N 0°18'18" E (Field) to the south boundary line of said Parent Tract a distance of 618.55 feet (Field); Thence S 89°52'10" E along said south boundary line of Parent Tract a distance of 156.96 feet; Thence N 0°13'26" E (along a line lying 23 feet east of and parallel with the east boundary line of said Parent Tract) a distance of 161.83 feet, for a POINT OF BEGINNING; Thence N 00°13'26"E a distance of 20.00 feet; Thence N 89°46'29" E (along a line 22 feet south of and parallel with the north line of said Parent Tract) for a distance of 10.00 feet; Thence S 00°13'26" W (along a line lying 13 feet West and parallel with the East boundary line of said Parent Tract) a distance of 20.00 feet; Thence S 89°46'29" W (along a line 42 feet south of and parallel with the North line of said Parent Tract) a distance of 10.00 feet to The POINT OF BEGINNING.

Containing 200 Square Feet / 0.005 Acres, More or Less

CONSENT ITEMS 1.3

41-2026-10 Foshee Construction Agreement for Train Depot Parking Lot

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. 41-2026-10 Foshee Construction Agreement for Train Depot Parking Lot

Fiscal Impact:

FY 26 Budget \$375,000

Staff Recommendation:

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

**CONSTRUCTION CONTRACT
TRAIN DEPOT MUSEUM PARKING LOT IMPROVEMENTS
CITY OF ZEPHYRHILLS SOLICITATION NO. 2026-002**

THIS CONSTRUCTION CONTRACT (“Contract”) is entered into as of the 11th day of May, 2026 (“Effective Date”), by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, whose principal address is 5335 8th Street, Zephyrhills, Florida 33542 (hereinafter referred to as the “City”), and **FOSHEE CONSTRUCTION CO., LLC**, a Florida limited liability company, whose principal address is 300 Virginia Street, Minneola, Florida 34715, Federal Employer Identification Number 74-3092892 (hereinafter referred to as the “Contractor”). The City and the Contractor are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City issued Invitation to Bid No. 2026-002 for Train Depot Museum Parking Lot Improvements on March 9, 2026, soliciting sealed bids for the improvement and paving of the Depot Parking Lot at 39110 South Avenue, Zephyrhills, Florida, including drainage modifications and all associated improvements; and

WHEREAS, the Contractor submitted a responsive and responsible bid on April 9, 2026, in an amount not to exceed Two Hundred Seventy-One Thousand One Hundred Forty-Four and 97/100 Dollars (\$271,144.97), inclusive of a ten percent (10%) contingency; and

WHEREAS, the City evaluated all bids received in accordance with the solicitation requirements and determined the Contractor to be the lowest responsive and responsible bidder; and

WHEREAS, the City desires to engage the Contractor to perform the Work described herein, and the Contractor desires to perform such Work, upon the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

1.1. “Architect/Engineer” means Kimley-Horn and Associates, Inc., or such other design professional as the City may designate in writing.

1.2. “Change Order” means a written instrument signed by the City and the Contractor authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.3. “Contract Documents” means this Contract, the Invitation to Bid (Solicitation No. 2026-002), (including Addendum #1), the Contractor’s bid response dated April 9, 2026, the construction plans, the drawings, specifications, the Performance and Payment Bonds, certificates of insurance,

the Notice to Proceed, and all Change Orders and amendments issued after execution of this Contract.

1.4. “Contract Price” means the total amount payable by the City to the Contractor for performance of the Work, as set forth in Section 3 herein.

1.5. “Contract Time” means the period of time established in Section 5 herein for completion of the Work, including any extensions granted by Change Order.

1.6. “Notice to Proceed” means a written notice issued by the City to the Contractor fixing the date on which the Work shall begin.

1.7. “Project Manager” means the City’s designated representative responsible for overseeing the Work.

1.8. “Work” means the entirety of the construction, services, labor, materials, equipment, and all other obligations to be performed by the Contractor in accordance with the Contract Documents.

SECTION 2. SCOPE OF WORK

2.1. Project Overview. The City hereby engages the Contractor, and the Contractor hereby agrees, to furnish all labor, materials, equipment, supervision, permits, coordination, and incidentals necessary to improve and pave the Train Depot Museum Parking Lot located at 39110 South Avenue, Zephyrhills, Florida, including drainage modifications, stormwater management improvements, and all associated site work, in accordance with the construction plans and Contract Documents.

2.2. Project Location. The Work shall be performed at the Train Depot Museum Parking Lot, 39110 South Avenue, Zephyrhills, Florida, as depicted in the construction plans.

2.3. Primary Construction Work. The primary construction work associated with this Project includes, but is not limited to, the following elements:

- (a) Demolition and removal of existing asphalt pavement, concrete, millings, gravel, curbing, striping, and other site features identified for removal in the construction plans;
- (b) Clearing, grubbing, and site preparation within the limits of construction shown in the plans;
- (c) Grading and earthwork necessary to achieve proposed elevations and drainage, including net cut and stabilized subgrade preparation;
- (d) Construction of crushed concrete base and asphalt pavement sections, including mill and overlay of designated areas, as shown in the construction plans;
- (e) Installation of Type D curbing, concrete wheel stops, pavement striping and markings, and related signage as shown in the construction plans;
- (f) Construction of stormwater management improvements, including pond reshaping, skimmer installation, Geoweb slope stabilization, concrete flume, and overflow weir, as shown in the construction plans;

(g) Installation and maintenance of erosion and sediment control measures shown in the construction plans; and

(h) Sod replacement and restoration of all disturbed areas, including pond slopes, as shown in the construction plans.

2.4. Incidental and Supporting Work. In addition to the primary construction elements, the Project includes incidental and supporting work necessary to deliver fully complete and operational sites, including the following:

(a) Maintenance of Traffic (“MOT”), including vehicular and pedestrian accommodations, in accordance with Florida Department of Transportation (“FDOT”) and City requirements;

(b) Utility coordination, protection, adjustment, or relocation, as required;

(c) Construction of Americans with Disabilities Act (“ADA”)-compliant parking spaces, accessible routes, detectable warning surfaces, and signage;

(d) Restoration of all disturbed areas, including pavement, sidewalk, turf, and landscaping; and

(e) Coordination with the City, Southwest Florida Water Management District (“SWFWMD”), utility providers, and other applicable agencies, as required.

2.5. Completeness of Work. All work necessary to deliver a complete, operational, and improved parking lot shall be included in this Contract, whether or not each individual task is explicitly listed herein.

2.6. Property and Right-of-Way Conditions. The Work shall be performed at the Train Depot Museum Parking Lot located at 39110 South Avenue, Zephyrhills, Florida, on City-owned property. The Contractor shall confine all construction activities to the limits of construction shown in the construction plans.

SECTION 3. CONTRACT PRICE

3.1. Total Contract Price. The City shall pay the Contractor, and the Contractor shall accept as full compensation for all Work performed under this Contract, a total sum not to exceed Two Hundred Seventy-One Thousand One Hundred Forty-Four and 97/100 Dollars (\$271,144.97) (the “Contract Price”), inclusive of all labor, materials, equipment, overhead, profit, and a ten percent (10%) contingency, as itemized in Section 3.2 below.

3.2. Itemized Pricing. The Contract Price is composed of the following line items, as submitted in the Contractor’s bid response:

Train Depot Museum Parking Lot — 39110 South Avenue: \$271,144.97

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Project Start Up Expenses, Construction Yard, Storage Containers, Temporary	1	LS	\$36,337.66	\$36,337.66

	Fencing, Deliver All Materials, Project Management				
2	Clearing and Grubbing	1	LS	\$21,632.00	\$21,632.00
3	Erosion Control	1	LS	\$2,375.67	\$2,375.67
4	Mill and Overlay	2,644	SF	\$2.50	\$6,610.00
5	Concrete Removal	411	SF	\$10.24	\$4,208.64
6	Grading (General grading of Site)	32,908	SF	\$0.22	\$7,239.76
7	Net Cut	295	CY	\$5.15	\$1,519.25
8	Geoweb Slope Stabilization	1	LS	\$3,640.00	\$3,640.00
9	Concrete Wheel Stop	29	EA	\$90.00	\$2,610.00
10	Skimmer	1	EA	\$11,950.00	\$11,950.00
11	Concrete Flume	1	EA	\$3,100.00	\$3,100.00
12	Overflow Weir	1	EA	\$6,800.00	\$6,800.00
13	Asphalt Pavement 1.5" SP 9.5 Asphalt (does not include mill and overlay SF)	16,794	SF	\$2.50	\$41,985.00
14	12" Stabilized Subgrade	16,794	SF	\$1.30	\$21,832.20
15	6" Crushed Concrete Base	16,794	SF	\$2.50	\$41,985.00
16	Type D Curb	685	LF	\$21.65	\$14,830.25
17	Sod Replacement	13,650	SF	\$0.80	\$10,920.00
18	Painted Pavement Markings, Standard Solid White 6"	1,730	LF	\$4.00	\$6,920.00
19	Contingency 10%	1	N/A	\$15,500.00	\$24,649.54
	Total				\$271,144.97

3.3. Contingency. The Contract Price includes a ten percent (10%) contingency for any additional materials or labor, if needed, within the scope of the Project. Any use of contingency funds shall

be approved through a written Change Order, with no exceptions. The contingency shall be paid in full upon written substantial completion approval by both Parties.

3.4. Unit Prices. The unit prices set forth above shall govern in the event that actual quantities vary from the estimated quantities. The quantities of work may be increased or decreased without invalidating the unit bid prices.

SECTION 4. PAYMENT TERMS

4.1. Progress Payments. At the end of each calendar month during the term of this Contract, the Contractor shall prepare an estimate of the quantities of work completed and the total amount due. Payment shall be due on or before the fifteenth (15th) day of the second month following completion of the work covered by the estimate.

4.2. Payment Application Format. All applications for payment shall be submitted using AIA Document G702–1992 (Application and Certificate for Payment), together with the accompanying AIA G703 Continuation Sheet, or an equivalent format approved in advance by the City. All pay applications shall be submitted directly to the City’s Project Manager for review and processing.

4.3. Materials Stored On-Site. For purposes of monthly partial payments, estimated accounts may be included for materials delivered to the site but not yet incorporated into the Work, provided such inclusion is specifically approved by the City.

4.4. Final Payment. Upon full performance of the Work by the Contractor, and after all Work has been approved by the Architect/Engineer and accepted by the City, a final estimate shall be prepared showing the total cost of the Work performed under this Contract, including authorized extra work performed pursuant to approved Change Orders, the total amount retained, and the total amount paid under previous partial estimates. All prior estimates upon which payments have been made shall remain subject to correction or revision in the final payment.

4.5. Review of Pay Estimates. All pay estimates shall be reviewed for accuracy by the Architect/Engineer and approved by the City prior to payment.

4.6. Contractor’s Payment Obligations. The Contractor shall pay for all transportation and utility services no later than the twentieth (20th) day of the calendar month following the month in which the services are rendered. The Contractor shall pay for all materials, tools, and other expendable equipment not later than the twentieth (20th) day of the calendar month following delivery to the project site, paying no less than ninety percent (90%) of the cost, with the remaining balance paid no later than the thirtieth (30th) day following completion of the applicable portion of the Work. The Contractor shall pay each subcontractor no later than the fifth (5th) day following each payment received by the Contractor, in amounts corresponding to the work performed by each subcontractor.

4.7. Release Upon Final Payment. Acceptance of final payment by the Contractor shall operate as a release to the City of all claims and all liability to the Contractor for all Work performed, materials furnished, and services provided in connection with the Work, and for every act or omission of the City or others relating to or arising out of the Work. No payment, whether final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or under any Performance Bond or Payment Bond.

SECTION 5. PROJECT TIMELINE

5.1. Notice to Proceed. The City shall issue a written Notice to Proceed to the Contractor, stating the date on which the Work shall begin. No Work shall be performed prior to the stated start date. The Contract Time shall commence on the date specified in the Notice to Proceed.

5.2. Contract Time. The Contractor shall complete all Work within forty-five (45) calendar days from the date of the Notice to Proceed, inclusive of coordination, inspections, and closeout.

5.3. Anticipated Construction Sequence. The Contractor's proposed construction sequence includes: Stormwater Pollution Prevention Plan and erosion control installation; demolition; site grading; stormwater/pond grading; concrete flatwork and curbing; asphalt paving; striping and signage; sodding and restoration; and final cleanup.

5.4. Construction Schedule. Immediately after execution and delivery of this Contract, and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in a form satisfactory to the City, showing the proposed dates of commencement and completion of each subdivision of the Work, as well as the anticipated amount of each monthly payment due to the Contractor.

5.5. Material Supply. The Contractor agrees to supply all required materials within thirty (30) days after the Agreement has been executed, the Contract has been submitted, and the Notice to Proceed has been received.

5.6. Liquidated Damages. If the Contractor fails to substantially complete the Work and supply the required materials by the completion date, or any extended date approved by the City, the Contractor shall pay the City liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day beyond the allowed time. This amount is agreed upon as a reasonable measure of damages sustained by the City, recognizing that actual losses are difficult to determine with precision, and shall not be construed as a penalty.

5.7. Excusable Delays. The Contractor shall not be charged with liquidated damages or excess costs when the City determines the Contractor is without fault and the reason for delay is acceptable. Excusable delays include, but are not limited to: (a) any preference, priority, or allocation order duly issued by the Government; and (b) delays of subcontractors or suppliers caused by such orders. The Contractor must notify the City in writing within ten (10) days from the beginning of any such delay, unless the City grants additional time.

SECTION 6. PERFORMANCE AND PAYMENT BONDS

6.1. Required Bonds. At the time of executing and delivering this Contract, the Contractor shall deliver to the City a Performance Bond and a Payment Bond, each in an amount not less than one hundred percent (100%) of the Contract Price, in accordance with Section 255.051, Florida Statutes.

6.2. Surety Requirements. The Performance Bond and Payment Bond, along with all required insurance, must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to conduct business in the State of Florida.

6.3. Replacement of Surety. If at any time the City, for justifiable cause, becomes dissatisfied with any surety, the Contractor shall, within five (5) days after receiving notice from the City, substitute an acceptable bond in such form and amount, and signed by a surety or sureties satisfactory to the City. The premiums for such bond shall be paid by the Contractor.

SECTION 7. INSURANCE REQUIREMENTS

7.1. General Insurance Requirements. 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 \$2,000,000 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 as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

7.2. Builders' Risk Coverage. The Contractor shall provide, in a policy acceptable to the City, "all risk" (Special Form) property insurance on any construction, additions, machinery, or equipment. The amount of insurance shall be no less than the estimated replacement value at the time of the City's final acceptance. 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. The insurance shall include a deductible no greater than one percent (1%) of the Contract Price, or Twenty-Five Thousand Dollars (\$25,000.00), whichever is smaller, for which the Contractor shall be responsible.

7.3. Sovereign Immunity. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 8. COMPLIANCE WITH LAWS

8.1. General Compliance. The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Work (collectively, "Laws"). The Contractor is assumed to be familiar with all such Laws, and lack of knowledge shall not relieve the Contractor of responsibility.

8.2. ADA Compliance. The Contractor shall comply with all requirements imposed by the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the regulations of the federal government issued thereunder, and the assurances by the Contractor pursuant thereto.

8.3. Environmental Compliance. The Contractor shall carry out the Project in conformance with all applicable environmental regulations, including the securing of any applicable permits. The Contractor shall be solely responsible for any liability in the event of non-compliance with

applicable environmental regulations and shall reimburse the City for any loss incurred in connection therewith.

8.4. Clean Air Act and Federal Water Pollution Control Act. The Contractor shall comply with all requirements imposed by the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §§ 1251–1387.

8.5. E-Verify Compliance. The Contractor shall comply with Section 274A of the Immigration and Nationality Act and shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security’s E-Verify System during the term of this Contract. The Contractor shall include in all subcontracts related to this Contract a provision requiring the subcontractor to comply with Section 274A and to verify employment eligibility using E-Verify. Failure to comply shall constitute a breach of this Contract for which the City may immediately terminate the Contract without penalty.

8.6. Equal Employment Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, creed, color, sex, or national origin.

8.7. Drug-Free Workplace. The Contractor certifies compliance with Florida Statute § 287.087, including publication of a drug-free workplace statement, employee notification and education, and good-faith efforts to maintain a drug-free workplace.

8.8. Permits and Inspections. The Contractor shall obtain and pay for all permits, inspections, and approvals required to complete the Work in accordance with the Contract Documents, unless otherwise stated therein. The cost of building permits shall be waived by the City of Zephyrhills. The Contractor must be registered with the City of Zephyrhills Building Department.

SECTION 9. CHANGE ORDERS

9.1. Written Authorization Required. No claim for extra work or cost shall be allowed unless the work is performed pursuant to a written Change Order from the Architect/Engineer and approved by the City.

9.2. Claim Submission. Any claim for extra work or cost must be presented with the first estimate submitted after the changed or extra work is completed. When work is performed under the provisions of this Section, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost. When requested, the Contractor shall provide the City access to all accounts relating to such work.

9.3. Contingency Funds. Any use of contingency funds included in the Contract Price shall be approved through a written Change Order, with no exceptions.

9.4. Subsurface Conditions. If the Contractor encounters subsurface or latent conditions at the site that materially differ from those shown on the plans or indicated in the specifications, the Contractor shall immediately notify the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer shall promptly investigate the conditions, and if they materially

differ, the Architect/Engineer shall make the necessary changes to the plans and/or specifications. Any resulting increase or decrease in cost shall be adjusted by Change Order.

SECTION 10. TERMINATION

10.1. Termination for Cause. This Contract may be terminated in whole or in part in writing by either Party in the event of substantial failure by the other Party to fulfill its obligations under this Contract through no fault of the terminating Party, provided that no termination may be effected unless the other Party is given: (a) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) an opportunity for consultation with the terminating Party prior to termination.

10.2. Termination for Convenience. This Contract may be terminated in whole or in part in writing by the City for its convenience, provided that the Contractor is afforded the same notice and consultation opportunity specified in Section 10.1 above.

10.3. Equitable Adjustment — Termination for Cause. If termination for cause is effected by the City, an equitable adjustment in the Contract Price shall be made, but: (a) no amount shall be allowed for anticipated profit on unperformed services or other work; and (b) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default.

10.4. Equitable Adjustment — Termination for Convenience. If termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

10.5. Payment Upon Termination. For any termination, the equitable adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, relating to commitments made prior to receipt of the notice.

10.6. Contractor's Obligations Upon Termination. Upon receipt of a termination action, the Contractor shall: (a) promptly discontinue all affected work (unless the notice directs otherwise); and (b) deliver or otherwise make available to the City all data, drawings, reports, specifications, summaries, and other such information as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

10.7. City's Rights Upon Termination. Upon termination, the City may take over the Work and may award another party a contract to complete the Work described in this Contract.

10.8. Reclassification of Termination. If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City, and adjustment of the Contract Price shall be made as provided in Section 10.3 above.

SECTION 11. INDEMNIFICATION

11.1. Indemnification. The Contractor assumes full responsibility and liability and shall defend, indemnify and hold harmless the City and all of the City'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 when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such valuable consideration provided by the City 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 as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

11.2. Scope. Such indemnification liability shall result from, or be connected to, any act, omission, negligence, or fault of the Contractor, its agents, or employees, committed in connection with this Contract or the performance of Work hereunder, notwithstanding any concurrent negligence of the City.

SECTION 12. DISPUTE RESOLUTION

12.1. Initial Resolution. Claims, disputes, and other matters relating to the execution and progress of the Work, or the interpretation of or performance under the Contract Documents, shall first be referred to the Architect/Engineer for decision, which shall be rendered in writing within a reasonable time.

12.2. Written Notice Required. All notices of disputes or claims shall be in writing and shall be delivered by certified mail, return receipt requested, or by hand delivery to the other Party's designated representative.

12.3. Good Faith Negotiations. Prior to the commencement of any legal proceeding, the Parties shall engage in good faith negotiations for a period of not less than twenty (20) calendar days following written notice of the dispute to attempt to resolve the matter without litigation.

12.4. Venue and Jurisdiction. Any legal action arising out of this Contract shall be filed exclusively in the courts of competent jurisdiction located in Pasco County, Florida. The Parties hereby consent to the personal jurisdiction of said courts and waive any objection to venue.

SECTION 13. CONTRACTOR RESPONSIBILITIES

13.1. Supervision and Superintendence. The Contractor shall supervise and direct the Work efficiently and with the highest degree of skill and attention. The Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction in compliance with this Contract. The Contractor shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without the City's written consent except under extraordinary circumstances.

13.2. Key Personnel. The Contractor designates the following key personnel for this Project:

(a) **Project Manager:** Ashley Cheverino, ashleyc@fosheeconstruction.com

(b) **Field Superintendent:** Jesse Johns, jesse@fosheeconstruction.com

(c) **Primary Administrative Contact / General Manager:** Jim Collins,
jimc@fosheeconstruction.com, (352) 857-3184

13.3. Correction of Work. All work, materials, processes of manufacture, and methods of construction shall at all times be subject to inspection by the Architect/Engineer. If the work, materials, processes, or methods fail to meet approval, they must be reconstructed, corrected, or replaced by the Contractor at its own expense. Rejected materials must be immediately removed from the site.

13.4. Warranty. The Contractor shall remedy any defect in the Work and shall pay for any damage to other work resulting from such defect that appears within one (1) year from the date of final acceptance of the Work, unless a longer warranty period is specified in the Contract Documents. The City shall provide notice of observed defects within a reasonable time after discovery.

13.5. Safety and Protection. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and shall comply with all applicable Occupational Safety and Health Administration (OSHA) standards and regulations.

13.6. Assignability. The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due, without the City's prior written consent.

13.7. Subcontractors. The Contractor shall not employ any subcontractor against whom the City has a reasonable objection. The Contractor is fully responsible for all acts and omissions of its subcontractors and their employees to the same extent as for persons directly employed by the Contractor.

13.8. Cleaning. The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and debris. At completion, the Contractor shall remove all waste materials, rubbish, debris, tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for occupancy and use by the City and the public.

SECTION 14. CITY'S RIGHTS AND RESPONSIBILITIES

14.1. Right to Stop Work. If the Work is defective, if the Contractor fails to supply sufficient skilled labor or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.2. Pre-Construction Conference. A pre-construction conference shall be held to review the schedules, establish procedures for handling applications for payment, and create a working understanding between the Parties regarding the Project. Present at this conference shall be the City and its representative, the Contractor, and the Contractor's Superintendent.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

15.2. Entire Agreement. The Contract Documents comprise the entire agreement between the City and the Contractor and may be modified only by written modification signed by both Parties.

15.3. Order of Precedence. In resolving any conflicts, errors, or discrepancies among the Contract Documents, the following order of precedence shall govern: this Agreement; Special Conditions; General Conditions; Specifications, including any Addenda; Drawings; the Invitation to Bid; and the Contractor's Bid.

15.4. Severability. If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected. In such an instance, the remainder shall continue to conform to the terms and requirements of applicable law.

15.5. No Obligation to Third Parties. The City shall not be obligated or liable hereunder to any party other than the Contractor with respect to this Project. Nothing in this Contract creates a contractual relationship between any subcontractor and the City.

15.6. Rights and Remedies Not Waived. In no event shall the making of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist on the part of the Contractor.

15.7. No Prohibited Interests. No official of the City who is authorized to negotiate, make, accept, or approve any contract or subcontract related to the Project may become directly or indirectly personally interested in or liable under this Contract or any part of it.

15.8. Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by hand delivery, to the following addresses:

To the City:

City of Zephyrhills
Attn: City Manager
5335 8th Street
Zephyrhills, Florida 33542

To the Contractor:

Foshee Construction Co., LLC
Attn: James Collins, General Manager
300 Virginia Street
Minneola, Florida 34715

Notice shall be deemed delivered when posted by certified or registered mail to the last known address, or when delivered in person to an authorized representative.

15.9. Audits and Inspections. The Contractor shall permit state and federal authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the Project.

15.10. Copyright and Restrictions. No material prepared under this Contract shall be subject to copyright in the United States or any other country.

15.11. Domestic Preferences. As appropriate and to the extent consistent with Laws, the Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products.

15.12. Public Records. 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.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.


ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Ricardo Quinones, City Clerk

By: _____
Steven F. Spina, Ph.D., Council President

FOSHEE CONSTRUCTION CO., LLC, a
Florida limited liability company

By:  _____
Witness Signature
Irma Macias Flores
Witness Printed Name

By:  _____
James Collins
General Manager

By:  _____
Witness Signature
Nellie Rivera
Witness Printed Name

FINANCE DIRECTOR'S REPORT 2.1

Convenience Fee Update

Issue:

At the last City Council Meeting the Council approved staff to proceed with implementing a convenience fee credit card charge for utility customers. When we asked Tyler technologies to put together a pricing structure for charging the convenience fee, the structure had a \$2.50 minimum charge or 3.65% of the amount charged, whichever greater. The discussion at the last meeting had structure of \$2.50 minimum or 3%.

We are currently charging a convenience fee in the Building Department of 3.95% and a few customers pay with their credit cards; many now pay with e-checks.

The staff recommends that the rest of the City's credit card payments –airport hangar fees and health insurance payment for retirees follow the same model.

While the change for utility customers will take place in November or December, the changes for the airport and health insurance will take place in July.

Background:

Attachment(s):

1. Zephyrhills Tyler Payments Hybrid absorb eChecks only

Fiscal Impact:

There will be a \$150,000 reduction in credit card processing expenditures in the Utility Billing Department. By having credit card paying utility customers pay a convenience fee, it is projected that 80% of our customers will change and pay by e-check or pay bills via their bank's paying system.

Staff Recommendation:

Authorize the final schedule of \$2.50 or 3.65% for utility customers in November 2026.
Authorize \$2.50 minimum or 3.95% credit card convenience fees for Airport and health insurance.



Quoted By:
 Quote Expiration:
 Quote Name:

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

Sales Quotation For:

Zephyrhills, Fl City Of
 Michael Panak
 Zephyrhills FL 33542-4312

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 - Payer Card Cost - Service Fees									
Enterprise ERP Payments									
General Billing		3.65%	\$ 2.50				X	X	X
Utility Billing		3.65%	\$ 2.50				X	X	X
Enterprise Permitting & Licensing Payments									
Business Management (Tax Remittance)		3.95%	\$ 2.50				X	X	
Community Development (Permitting)		3.95%	\$ 2.50				X	X	
Community Development (Planning)		3.95%	\$ 2.50				X	X	
Payments - Other Fees									
Client eCheck Cost	\$ 0.75								
Credit Card Chargebacks	\$ 15.00								
eCheck Rejects	\$ 5.00								

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
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 If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments 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.

PUBLIC WORKS DIRECTOR'S REPORT 3.1

Raftelis - Stormwater Assessment Fee Update

Issue:

On December 8, 2025, Council approved resolution 862-25 — Notice of intent to use a uniform method of collecting non-ad valorem assessment for a stormwater utility.

Background:

The consultant from Raftelis will present an update to the City Council to include preliminary rates and policies.

Attachment(s):

1. Zephyrhills_StormwaterPreliminaryRatePresentation_05112026_clientcopy
2. 3.1A ZephyrhillsModel_v2_05072026

Fiscal Impact:

No fiscal impact at this time.

Staff Recommendation:

For informational purposes - no approval required at this time.



City of Zephyrhills

**Stormwater Utility Implementation -
City Council Meeting**

May 11, 2026

Image credit: <https://www.facebook.com/MainStZhills/>



Agenda

- 1. Background on Stormwater Utilities**
- 2. Rate Structure**
- 3. Revenue Requirements**
- 4. Preliminary Rate**
- 5. Utility Policies**
- 6. Next Steps**
- 7. Q&A**

Background on Stormwater Utilities



What is a Stormwater Utility?

- **City wants to establish a new enterprise fund that provides a stable, dedicated, equitable source of funding for:**
 - Meeting State and Federal stormwater regulatory requirements
 - Operation and maintenance of the stormwater system
 - Stormwater related capital improvement projects:
 - Improving water quality
 - Reducing flooding
 - Repairing and replacing aging infrastructure

Non-Ad Valorem Assessment Billing

- The Stormwater Utility Fee will be assessed annually as non-ad valorem special assessment on your Pasco County property tax bill
- Tax-exempt properties will be assessed the stormwater fee
- Early Payment Reduction Option

Rate Structure



Impervious Area Rate Structure

- Impervious Area (IA) is industry standard
- ~72% of utilities in Florida use IA based rate structure
- Rational Nexus



Impervious Area (IA) Defined

- Hard surfaces that don't allow infiltration of stormwater into the ground. Examples include:
 - Rooftops
 - Driveways
 - Patios
 - Private Sidewalks
 - Parking Lots
 - Compacted gravel
- Excluded: swimming pool water, open graded aggregate and landscaping gravel
- Minimum threshold to bill: 400 square feet (sq. ft.) – below this properties not billed



Customer Classes

- Parcels were placed into one of the following customer categories based upon Pasco County Property Appraiser Data:
 - Single-family residential (SFR)
 - Multi-family residential (MFR) – condominiums
 - Multi-family common area (MFR-CA)
 - Single-family attached (SFA) – townhomes
 - Single-family attached common area (SFR-CA)
 - Non-single family residential (NSFR) - commercial, institutional and industrial properties
 - Vacant – no impervious area

Equivalent Residential Unit (ERU)



- Billing unit for IA based rate structures
- Community specific
- Median IA on SFR properties
- In City of Zephyrhills this value has been calculated at 2,770 square feet of IA

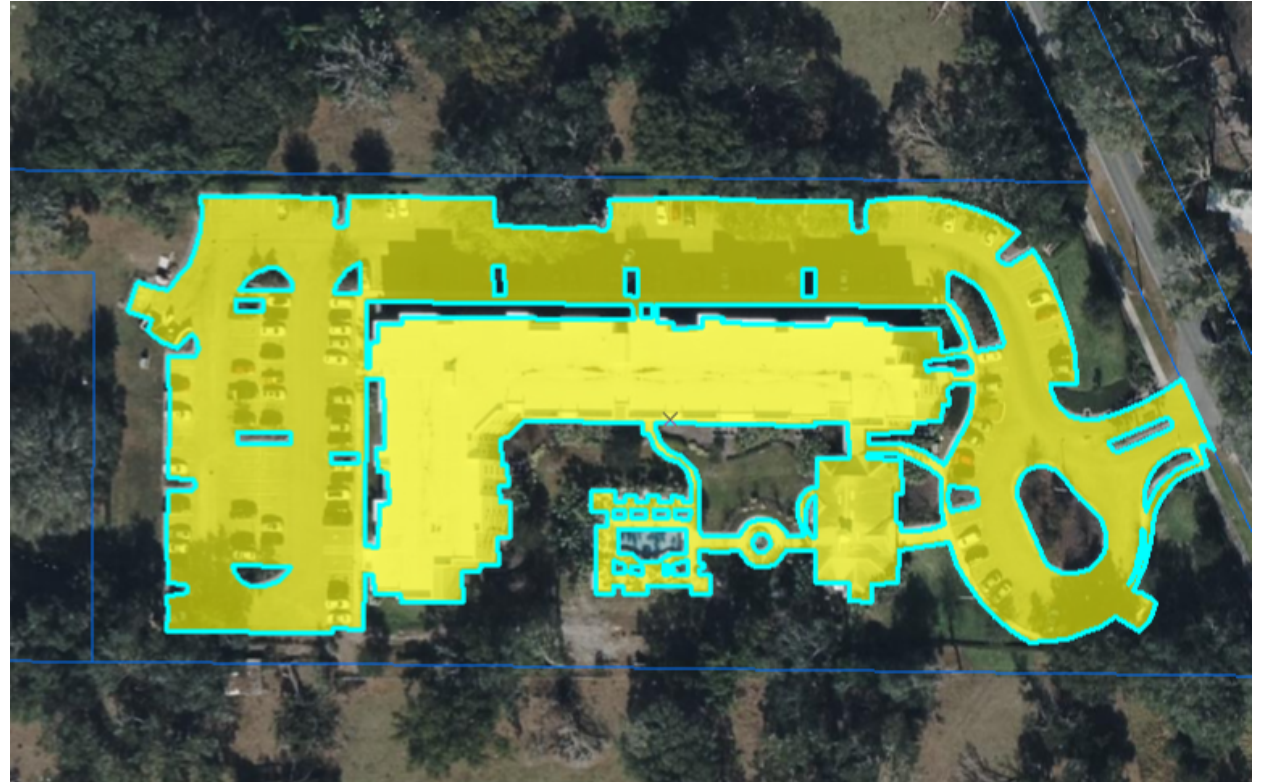
Single-Family Residential

- Land use codes:
 1. 00100 - Single-Family Residential
 2. 00200 – Mobile Homes (with visual verification single home on single lot)
- Flat Rate – all charged 1 ERU



Multi-Family Residential

- Land use codes:
 1. 00400 – Condominium
 2. 02800 – Package Lots
 3. 00300 – Multi-Family
 4. 00800 – Multi-Family <10 Units
- Plus, common area land use codes
- Total IA of common area and dwelling units summed. Then divide by ERU value to calculate total billing units.
- For Condo Types: Total billing units equally allocated to dwelling unit parcels (child parcels)



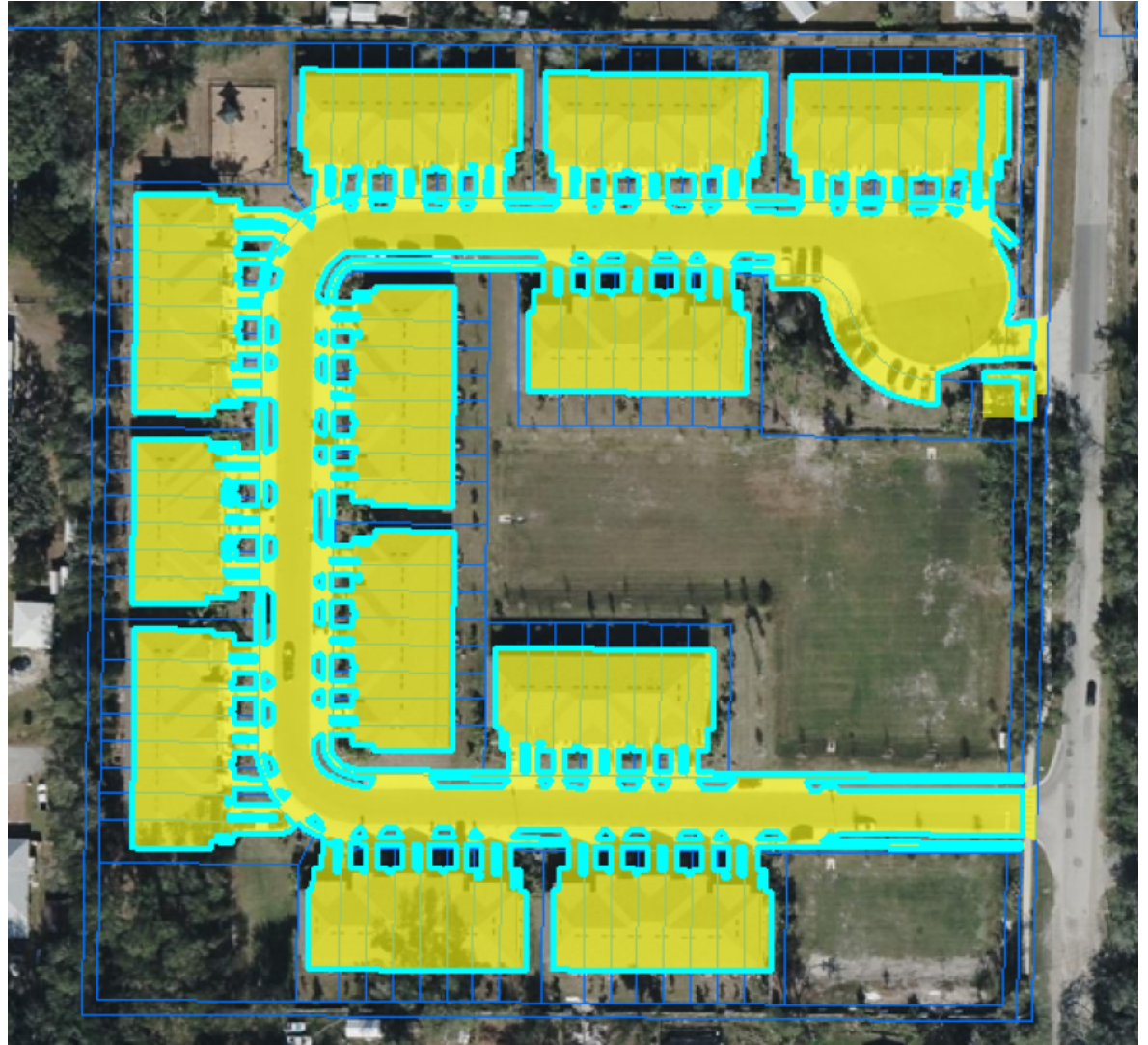
Single-Family Attached

- Land use code: 00100 - Single-Family Residential – visual review
- Total IA of common area and dwelling units summed. Then divide by ERU value to calculate total billing units.
- Total billing units equally allocated to dwelling units (child parcels)

Example: Total IA = 194,652 sq. ft.

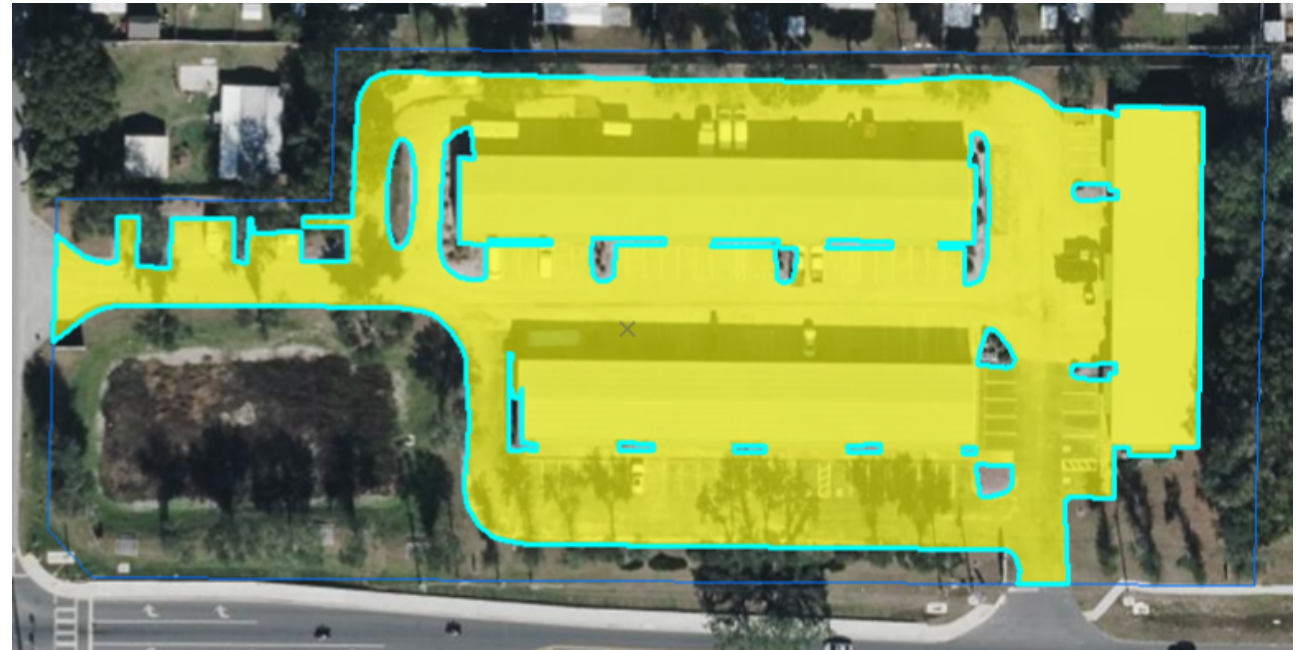
$194,652 / 2,770 = 70.27$ ERUs

$70.27 \text{ ERUs} / 93 \text{ units} = 0.76$ ERUs each



Non-Single Family Residential

- Commercial, Industrial, Institutional Properties
- Land use codes: all others not included above
- IA divided by ERU value for Total Billing Units
- Round up to nearest whole integer

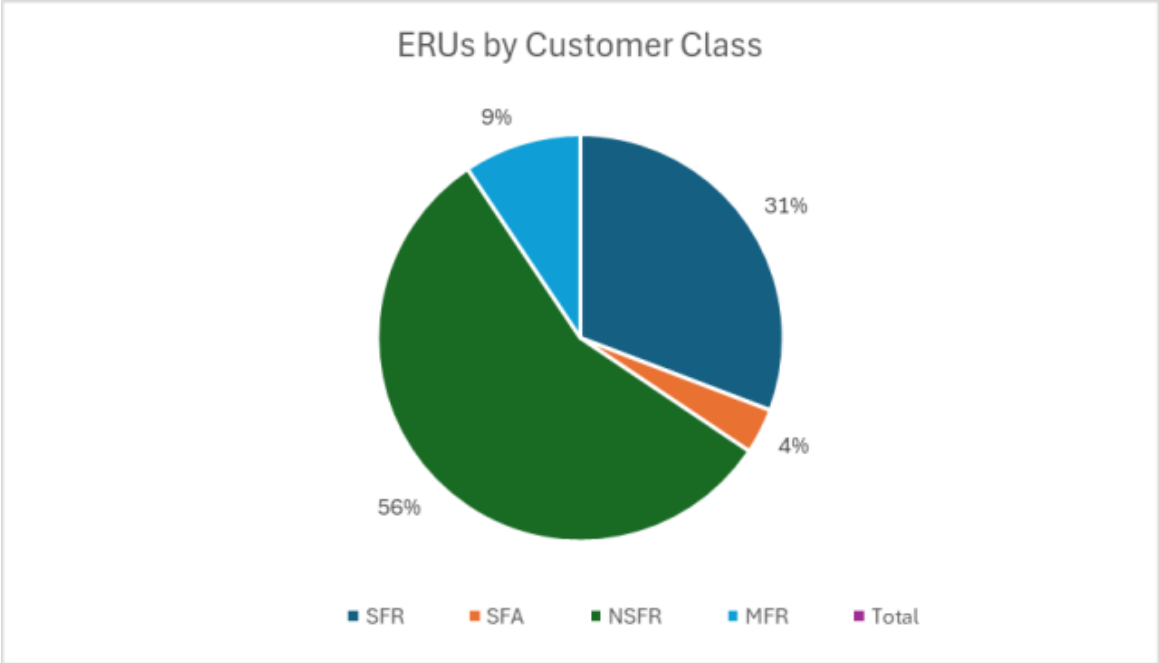


Exempted Properties

- By Florida Regulations or Legal Decision the following types of properties cannot be assessed:
 - Common Area Parcels: For MFR and SFA properties the IA associated with these parcels has been allocated to dwelling units
 - Federal and State Properties – Sovereign Immunity
 - County School Properties – Sovereign Immunity

Units of Service

Customer Class	ERUs
SFR	6,371.00
SFA	747.31
NSFR	11,630.00
MFR	1,944.11
Total	20,692.42



Revenue Requirements



What will the Stormwater Utility *fund*?

- Regulatory requirements
- Operations & Maintenance (O&M) of Stormwater System
- Capital Improvement Projects to address:
 - › 2023 Stormwater Master Plan
 - › Replace/repair aging infrastructure
 - › Improve water quality
 - › Reduce flooding



What will the Stormwater Utility *fund*?

Regulatory Requirements

National Pollutant Discharge Elimination System (NPDES) – Municipal Separate Storm Sewer System (MS4) Permit

- Driver for much of the City's stormwater program and revenue needs.
- MS4 Permit:
 - Unfunded federal mandate
 - Annual Reporting
 - Compliance required and audited



What will the Stormwater Utility fund?

Operations (and Maintenance)

- Inspection, Cleaning and Maintenance of:
 - 3.8 miles of pipes, 5.8 miles of ditches, 116 inlets/catch basins/grates
 - Treatment infrastructure – 38 dry retention systems, 6,620 exfiltration trenches, 2 grass treatment swales, 1 wet retention system
 - Complex pumping scheme – 7 pump stations
- Street Sweeping
- Construction Site Runoff Controls
- Dedicated existing staff + 2 new crew members



What will the Stormwater Utility Fund?

Capital Projects and Equipment

Meadowood Ponds and Emergency Generator
9th Avenue Stormwater Improvements
"C" Avenue Culvert Replacement
Greenslope Drive Pump Upgrades
16th Street (6109 16th Street)
16th Street (7251 16th Street)
BMP 1 - South Ave Neighborhoods Stormwater Improvements and New 22-ac Pond
BMP 2 - 14th Ave. Stormwater Improvements
BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th and 12th St
Property Acquisition (20th and 5th)



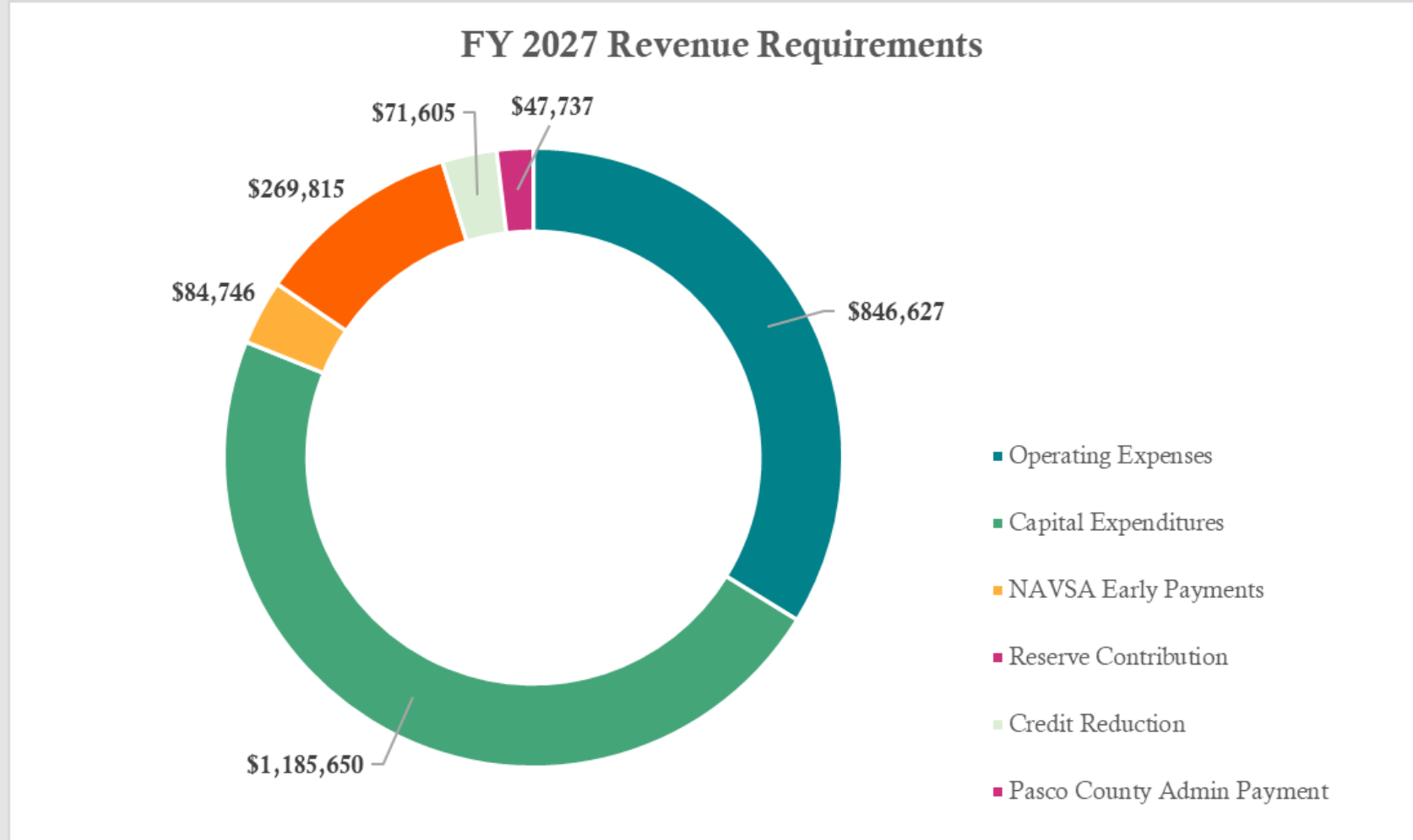
- New Streetsweeper in FY2028

Additional Revenue Requirements

- NAVSA Early Pay Reduction of 4.17% has been included
- Pasco County Administrative Fee at 2% per parcel included
- 2% Non-Payment Reduction was included in both
- Credit Reduction of 3% has been included
- 120 Days of Operating in Reserve



Revenue Requirements – Fiscal Year (FY) 2027



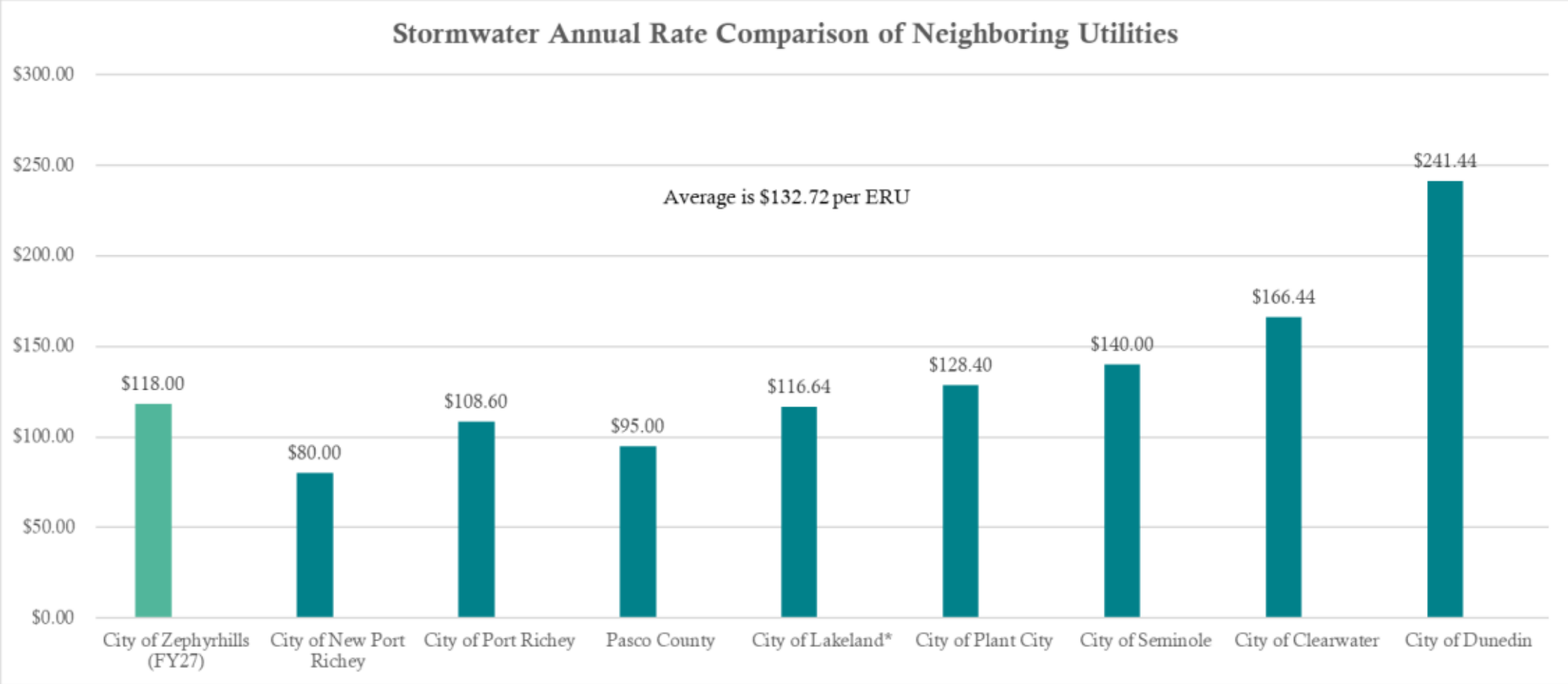
Preliminary Rate



Preliminary Rate – FY 2027

- Total Revenue Requirements divided by Total Units of Service
- Preliminary Rate of \$118 per ERU per year

Peer Rate Comparison



Policy Discussion



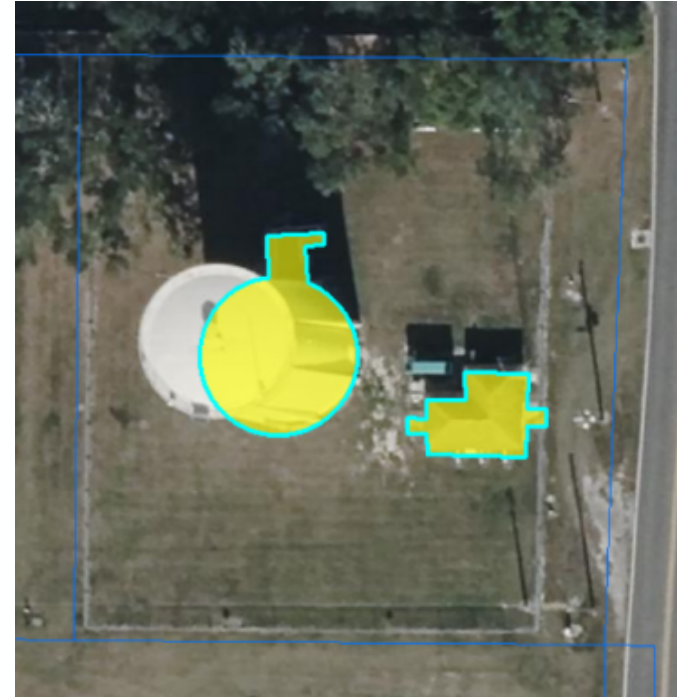
Draft Credit Policy

- Purpose: Reduces assessments for multi-family and non-residential properties with private systems that mitigate impacts on City infrastructure.
- Tier 1 Credit (50%): For systems meeting current design standards (post-Oct 2025) or City Basin of Special Concern ordinances.
- Tier 2 Credit (25%): For systems meeting previous design standards (pre-Oct 2025).
- Maintenance: Credits are valid for 5 years; systems must be maintained to support continued retention and treatment performance.
- Application: Requires formal submission, including SWFWMD permit documentation and professional certification.

Policy Considerations - Billing of Municipality Owned Parcels

Owned Parcels

- 295 City owned parcels
- 2,311 ERUs – at preliminary rate this is \$309,674 per year
- However, some parcels may be eligible for credit - Airport



Next Steps



Next Steps

- Finalize Credit Policy Document and Applications
- Finalize Rate
- 1st and 2nd Ordinance Reading
- Draft Assessment Roll to Pasco County for TRIM Notice
- Public Notice Letters
- Public Notice Newspaper Ad
- Public Hearing before September 15 to certify assessment roll

Q&A



Thank you!

Contacts: Christina Conchilla/ cconchilla@raftelis.com

City of Zephyrhills, Florida

Draft Stormwater Utility Rate Model



Important Information:

- The Stormwater Rate Model is intended to analyze the impacts of establishing a stormwater utility. The model allows the user to compare revenues under the planned rate structure over a five-year and ten-year planning period.
- The model may also be used as a financial planning tool for the County's stormwater enterprise fund. The model allows the user to adjust detailed revenue requirements as well as analyze the County's units of service.
- As the basis for the rate structure, impervious areas were calculate for developed properties in the County using publicly available impervious area data from Clay County Property Appraiser and the National Oceanic and Atmospheric Administration (NOAA).

Model Structure

[Inputs](#)

- Allows user to drive the model by updating assumptions driving forecasts of revenue reductions, units of service, expenditures, and transfers.

[Dashboard](#)

- Allows user to view the total revenue, expenditures, and fund balance under the rate structure. Enables user to override rates using the blue boxes.

[Rate Calculation](#)

- Recommended rates based on billing units and County's annual revenue requirements

[Cash Flow](#)

- Management and overview of the County's stormwater enterprise fund

[Units of Service](#)

- Billing units and customer growth under the expected rate structure

[Budget](#)

- Stormwater budget, formatted and forecasted over planning period

[Zephyrhills ERU](#)

- Calculation of the community specific impervious area based billing unit

[Units of Service](#)

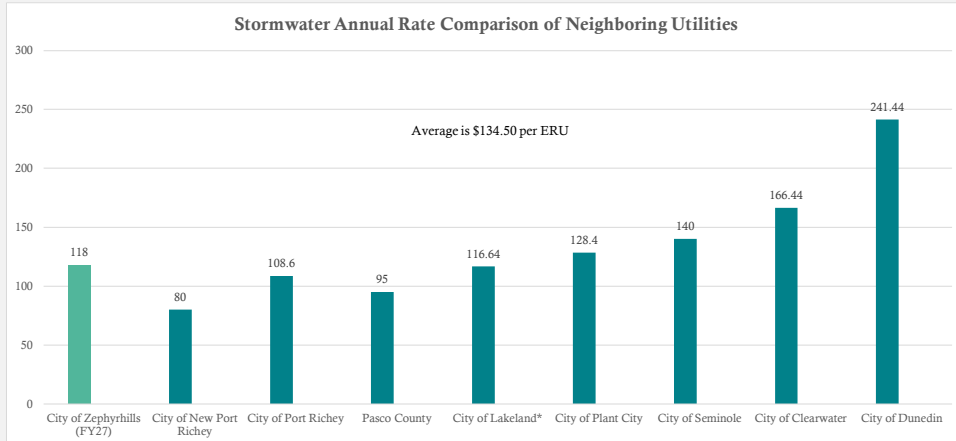
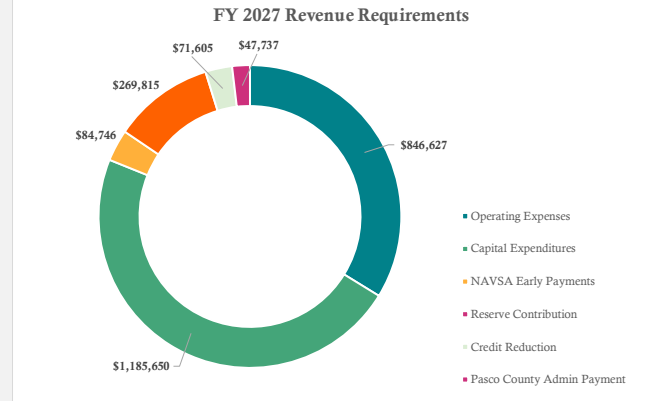
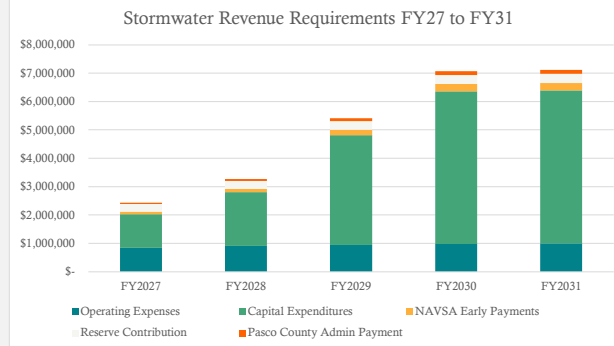
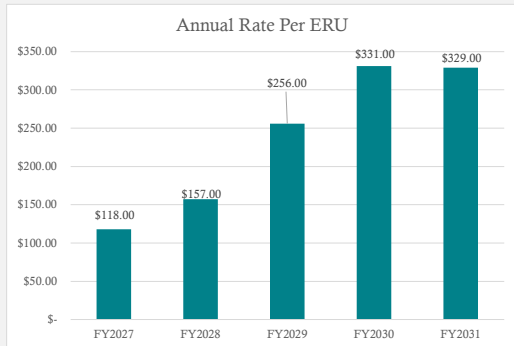
- Total Equivalent Residential Units (ERUs) by Customer Class

City of Zephyrhills, Florida
Stormwater Utility Rate Model

Dashboard

	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected	FY2032 Projected	FY2033 Projected	FY2034 Projected	FY2035 Projected	FY2036 Projected	FY2037 Projected
Annual Rate Per ERU	\$ 118.00	\$ 157.00	\$ 256.00	\$ 331.00	\$ 329.00						
<i>Percent Increase</i>		33.1%	63.1%	29.3%	-0.6%						
Total Revenue											
User Fee Revenue	\$ 2,441,706	\$ 3,285,423	\$ 5,417,721	\$ 7,084,262	\$ 7,121,268						
Misc. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -						
Total Revenue	\$ 2,441,706	\$ 3,285,423	\$ 5,417,721	\$ 7,084,262	\$ 7,121,268						
<i>Percent Increase</i>		34.6%	64.9%	30.8%	0.5%						
Total Expenditures											
Operating Expenses	\$ 846,627	\$ 914,645	\$ 943,706	\$ 973,695	\$ 1,004,643						
Capital Expenditures	\$ 1,185,650	\$ 1,889,386	\$ 3,863,093	\$ 5,381,647	\$ 5,381,647						
NAVSA Early Payments	\$ 84,746	\$ 116,928	\$ 200,443	\$ 265,018	\$ 266,308						
Reserve Contribution	\$ 269,815	\$ 278,343	\$ 300,705	\$ 310,259	\$ 320,119						
Credit Reduction	\$ 71,605	\$ 95,979	\$ 159,238	\$ 207,919	\$ 209,182						
Pasco County Admin Payment	\$ 47,737	\$ 63,986	\$ 106,159	\$ 138,612	\$ 139,454						
Total Expenditures	\$ 2,386,838	\$ 3,199,303	\$ 5,307,947	\$ 6,930,620	\$ 6,972,717						
<i>Percent Change</i>		34.0%	65.9%	30.6%	0.6%						
Utility Financial Position (End of Year)	\$ 7,131	\$ 29,265	\$ 32,880	\$ 47,910	\$ 57,006						

10-Year Capital Spending Scenario



City of Zephyrhills, Florida

Stormwater Utility Rate Model

Model Setup & Assumptions Input

	FY 2026 Budgeted	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected
Equivalent Residential Unit						
Minimum Billable Area (sq ft)	2,770 square feet					
	400 square feet					
Collection Factor	98.00%	98.00%	98.00%	98.00%	98.00%	98.00%
NAVSA Early Pay	4.17%	4.17%	4.17%	4.17%	4.17%	4.17%
Credit Policy	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Pasco County Administrative Payment	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Units of Service Growth						
Single Family Residential ERUs	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Non Residential ERUs	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Multi-Family Residential ERUs	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Single Family Attached Residential ERUS	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Source: https://www.census.gov/quickfacts/fact/table/zephyrhillscityflorida/PST045225						
Costs Escalation						
Personnel Services	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
Other Services & Charges	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital Costs	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
Reserve Fund						
Operating Reserve Goal	Days					
Days of Funding to Maintain Operations	120	120	120	120	120	120
% of Operating Expenses To Meet Goal	33%	33%	33%	33%	33%	33%

Source: Fiscal Mgmt Policies and Procedures rev 08.25.2025 (1).doc

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Budget			FY 2025	FY 2026
ERP Code			Budget	Budget
Operating Budget				
Personnel				
		Escalation Rate		
	Existing Staff - Salary and Benefits	Personnel Services	\$	264,186
	New Staff - Salary and Benefits	Personnel Services		
	<i>Subtotal: Personnel</i>		\$	264,186
Operations				
01003800-531000	Professional Services	Other Services & Charges	\$ 50,000	\$ 400,000
01003800-531600	NPDES	Other Services & Charges	\$ 25,000	\$ 25,000
01003800-543400	Refuse Removal and Street Sweeping	Other Services & Charges	\$ 4,000	\$ 6,000
01003800-546000	Repair and Maintenance	Other Services & Charges	\$ 120,000	\$ 120,000
01003800-552000	Operating Supplies	Other Services & Charges	\$ 2,000	\$ 2,000
01003800-555500	Training	Other Services & Charges	\$ 3,500	\$ 3,500
	<i>Subtotal: Operations</i>		204,500.00	556,500.00
Subtotal: Operating Budget				\$ 820,686
Pay-Go Capital Budget				
Escalated CIP Pay-Go Funded Total Equipment				
		Capital Costs	\$	1,199,247
	Street Sweeper	Capital Costs	\$	-
Subtotal: Pay-Go Capital Budget			\$	1,199,247
Total Expenditures				
Sources: FY25 and FY26 Adopted Budget - https://www.zephyrhills.gov/DocumentCenter/View/4348/City-Budget-Fiscal-Year-2025-2026 and City of Zephyrhills - CIP (1).xlsx				

<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>
Projected	Projected	Projected	Projected	Projected
\$ 273,432	\$ 283,003	\$ 292,908	\$ 303,159	\$ 313,770
	\$ 41,252	\$ 42,696	\$ 44,190	\$ 45,737
<i>\$ 273,432</i>	<i>\$ 324,254</i>	<i>\$ 335,603</i>	<i>\$ 347,349</i>	<i>\$ 359,507</i>
\$ 412,000	\$ 424,360	\$ 437,091	\$ 450,204	\$ 463,710
\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138	\$ 28,982
\$ 6,180	\$ 6,365	\$ 6,556	\$ 6,753	\$ 6,956
\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061	\$ 139,113
\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939	\$ 4,057
<i>573,195.00</i>	<i>590,390.85</i>	<i>608,102.58</i>	<i>626,345.65</i>	<i>645,136.02</i>
\$ 846,627	\$ 914,645	\$ 943,706	\$ 973,695	\$ 1,004,643
\$ 1,185,650	\$ 1,610,386	\$ 3,863,093	\$ 5,381,647	\$ 5,381,647
\$ -	\$ 279,000.00	\$ -	\$ -	\$ -
\$ 1,185,650	\$ 1,889,386	\$ 3,863,093	\$ 5,381,647	\$ 5,381,647

nd <https://www.zephyrhills.gov/DocumentCenter/View/4072/City-Budget-Fiscal-Year-2024-2025>

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Personnel

<u>Staff</u>	<u>% Allocation to Stormwater</u>	<u>Total Compensation (FY2026)</u>	<u>Total Allocated to Stormwater (FY2026)</u>
Public Works Director	25%	\$ 217,481.49	\$ 54,370.37
Streets Staff 1	40%	\$ 111,958.58	\$ 44,783.43
Streets Staff 2	25%	\$ 101,193.32	\$ 25,298.33
Streets Staff 3	30%	\$ 82,223.37	\$ 24,667.01
Streets Staff 4	25%	\$ 76,120.82	\$ 19,030.21
Streets Staff 5	25%	\$ 56,094.58	\$ 14,023.64
Streets Staff 6	25%	\$ 42,254.11	\$ 10,563.53
Streets Staff 7	25%	\$ 52,760.63	\$ 13,190.16
Streets Staff 8	25%	\$ 51,564.77	\$ 12,891.19
Building Official	5%	\$ 169,956.28	\$ 8,497.81
Director of Development	5%	\$ 188,092.74	\$ 9,404.64
Director of Planning	5%	\$ 116,868.79	\$ 5,843.44
Finance Director	3%	\$ 192,526.16	\$ 5,775.78
Assistant Finance Director	3%	\$ 138,252.57	\$ 4,147.58
Public Information Officer	3%	\$ 114,748.37	\$ 3,442.45
City Manager	3%	\$ 275,212.14	\$ 8,256.36
Subtotal: Existing Staff		\$ 1,987,308.71	\$ 264,185.94
New Staff - Streets Staff 9	40%	\$ 51,564.77	\$ 20,625.91
New Staff - Streets Staff 9	40%	\$ 51,564.77	\$ 20,625.91
Subtotal: Existing Staff		\$ 103,129.54	\$ 41,251.82

City of Zephyrhills, Florida
Stormwater Utility Rate Model

Capital Improvement Plan				FY2026	FY 2027
Non-Escalated				Estimated	Estimated
SWMP Alternative	Projects	Escalation Factor	Phase	Funding Source	
BMP 5 / BMP 5.1	Meadowood Ponds and Emergency Generator	Capital Costs	TBD	Pay-Go	\$ - \$ 650,000
	Purchase 6109 16th Street	Capital Costs	Acquisition	Pay-Go	\$ 250,000 \$ -
	Purchase 7251 16th Street	Capital Costs	Acquisition	Pay-Go	\$ 184,000 \$ -
	"C" Avenue Culvert Replacement	Capital Costs	Design	Pay-Go	\$ 150,000 \$ -
	Greenslope Drive Pump Upgrades	Capital Costs	Design	Pay-Go	\$ 15,247 \$ -
BMP 5 / BMP 5.1	9th Avenue Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ 50,000 \$ -
	9th Avenue Stormwater Improvements	Capital Costs	Construction	Grant	\$ - \$ 1,000,000
	"C" Avenue Culvert Replacement	Capital Costs	Construction	Pay-Go	\$ - \$ 500,000
BMP 1	Greenslope Drive Pump Upgrades	Capital Costs	Construction	Pay-Go	\$ - TBD
	16th Street (6109 16th Street)	Capital Costs	Design	Pay-Go	\$ - \$ -
	16th Street (7251 16th Street)	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 1	BMP 1 - South Ave Neighborhoods Stormwater Improvements and New 22-ac Pond	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 2	BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 2.1	BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th and 12th St	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 1	BMP 1 - South Ave Neighborhoods Stormwater Improvements and New 22-ac Pond	Capital Costs	Construction	Pay-Go	\$ - \$ -
BMP 2	BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Construction	Pay-Go	\$ - \$ -
BMP 2.1	BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th and 12th St	Capital Costs	Construction	Pay-Go	\$ - \$ -
	Property Acquisition (20th and 5th)	Capital Costs	Acquisition	Pay-Go	\$ - \$ -
				Non-Escalated \$ Pay-Go	\$ 1,199,247.00 \$ 1,150,000.00
				Non-Escalated \$ Grant	\$ - \$ 1,000,000.00
				Non-Escalated \$ Debt	\$ - \$ -
				Non-Escalated Total	\$ 1,199,247.00 \$ 2,150,000.00
Escalated				FY2026	FY 2027
				Non - Escalated	Escalated
SWMP Alternative	Projects	Escalation Factor	Phase	Funding Source	
BMP 5 / BMP 5.1	6th Ave. Stormwater Improvements	Capital Costs	TBD	Pay-Go	\$ 550,000.00 \$ -
	Meadowood Ponds and Emergency Generator	Capital Costs	TBD	Pay-Go	\$ - \$ 670,150.00
	Purchase 6109 16th Street	Capital Costs	Acquisition	Pay-Go	\$ 250,000.00 \$ -
	Purchase 7251 16th Street	Capital Costs	Acquisition	Pay-Go	\$ 184,000.00 \$ -
	"C" Avenue Culvert Replacement	Capital Costs	Design	Pay-Go	\$ 150,000.00 \$ -
BMP 5 / BMP 5.1	Greenslope Drive Pump Upgrades	Capital Costs	Design	Pay-Go	\$ 15,247.00 \$ -
	9th Avenue Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ 50,000.00 \$ -
	9th Avenue Stormwater Improvements	Capital Costs	Construction	Grant	\$ - \$ 1,031,000.00
BMP 1	"C" Avenue Culvert Replacement	Capital Costs	Construction	Pay-Go	\$ - \$ 515,500.00
	Greenslope Drive Pump Upgrades	Capital Costs	Construction	Pay-Go	\$ - TBD
	16th Street (6109 16th Street)	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 2	16th Street (7251 16th Street)	Capital Costs	Design	Pay-Go	\$ - \$ -
	BMP 1 - South Ave Neighborhoods Stormwater Improvements and New 22-ac Pond	Capital Costs	Design	Pay-Go	\$ - \$ -
	BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 2.1	BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th and 12th St	Capital Costs	Design	Pay-Go	\$ - \$ -
BMP 1	BMP 1 - South Ave Neighborhoods Stormwater Improvements and New 22-ac Pond	Capital Costs	Construction	Pay-Go	\$ - \$ -
BMP 2	BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Construction	Pay-Go	\$ - \$ -
BMP 2.1	BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th and 12th St	Capital Costs	Construction	Pay-Go	\$ - \$ -
	Property Acquisition (20th and 5th)	Capital Costs	Acquisition	Pay-Go	\$ - \$ -
				Escalated Subtotal Pay-Go	\$ 1,199,247 \$ 1,185,650
				Escalated Subtotal Grant	\$ - \$ 1,031,000
				Escalated Subtotal Debt	\$ - \$ -
				Escalated Total	\$ 1,199,247 \$ 2,216,650

Sources: Stormwater Operations Personnel.xlsx

<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>
<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 150,000	\$ -	\$ -	\$ -
\$ 150,000	\$ -	\$ -	\$ -
\$ 965,000	\$ -	\$ -	\$ -
\$ -	\$ 173,000	\$ -	\$ -
\$ -	\$ 136,000	\$ -	\$ -
\$ -	\$ 3,216,000	\$ 3,216,000	\$ 3,216,000
\$ -	\$ -	\$ 867,000	\$ 867,000
\$ -	\$ -	\$ 680,000	\$ 680,000
\$ 250,000	\$ -	\$ -	\$ -

\$ 1,515,000.00	\$ 3,525,000.00	\$ 4,763,000.00	\$ 4,763,000.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 1,515,000.00	\$ 3,525,000.00	\$ 4,763,000.00	\$ 4,763,000.00

<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>
<u>Escalated</u>	<u>Escalated</u>	<u>Escalated</u>	<u>Escalated</u>

\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 159,444.15	\$ -	\$ -	\$ -
\$ 159,444.15	\$ -	\$ -	\$ -
\$ 1,025,757.37	\$ -	\$ -	\$ -
\$ -	\$ 189,592.91	\$ -	\$ -
\$ -	\$ 149,044.14	\$ -	\$ -
\$ -	\$ 3,524,455.54	\$ 3,633,713.66	\$ 3,746,358.78
\$ -	\$ -	\$ 979,611.24	\$ 1,009,979.19
\$ -	\$ -	\$ 768,322.54	\$ 792,140.54
\$ 265,740.25	\$ -	\$ -	\$ -
\$ 1,610,386	\$ 3,863,093	\$ 5,381,647	\$ 5,381,647
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 1,610,386	\$ 3,863,093	\$ 5,381,647	\$ 5,381,647

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Rate Calculation

	<u>FY 2027</u> Projected	<u>FY 2028</u> Projected	<u>FY 2029</u> Projected
Units of Service			
Total ERUs	20,692	20,926	21,163
Revenue Requirements			
Operating Costs	\$ 846,627	\$ 914,645	\$ 943,706
Pay-Go Capital Outlay	\$ 1,185,650	\$ 1,889,386	\$ 3,863,093
Reserve Contributions	\$ 269,815	\$ 278,343	\$ 300,705
NAVSA Early Payment	\$ 84,746	\$ 116,928	\$ 200,443
Subtotal Revenue Requirements	\$ 2,386,838	\$ 3,199,303	\$ 5,307,947
Credit Reduction	\$ 71,605	\$ 95,979	\$ 159,238
Admin Payment - Pasco County	\$ 47,737	\$ 63,986	\$ 106,159
Total Revenue Requirements	\$ 2,434,575	\$ 3,263,289	\$ 5,414,106
Annual Calculated Rate	\$ 115.35	\$ 152.88	\$ 250.81
Annual Calculated Rate with Collection Factor	\$ 117.70	\$ 156.00	\$ 255.93
Monthly Calculated Rate with Collection Factor	\$ 9.81	\$ 13.00	\$ 21.33
<i>Percent Increase - Calculated Rate</i>		32.5%	64.1%
Annual Override Rate with Collection Factor	\$ 118.00	\$ 157.00	\$ 256.00
Override Rate Monthly	\$ 9.83	\$ 13.08	\$ 21.33
<i>Percent Increase - Override Rate</i>		33.1%	63.1%

<u>FY 2030</u> Projected	<u>FY 2031</u> Projected
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21,403	21,645
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\$ 973,695	\$ 1,004,643
\$ 5,381,647	\$ 5,381,647
\$ 310,259	\$ 320,119
\$ 265,018	\$ 266,308
\$ 6,930,620	\$ 6,972,717

\$ 207,919	\$ 209,182
\$ 138,612	\$ 139,454
\$ 7,069,232	\$ 7,112,172

\$ 323.82	\$ 322.14
\$ 330.43	\$ 328.71
\$ 27.54	\$ 27.39
<i>29.1%</i>	<i>-0.5%</i>

\$ 331.00	\$ 329.00
\$ 27.58	\$ 27.42
<i>29.3%</i>	<i>-0.6%</i>

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Financial Plan			
	<u>FY 2027</u> Projected	<u>FY 2028</u> Projected	<u>FY 2029</u> Projected
Beginning Balance	\$ -	\$ 7,131	\$ 29,265
Revenues			
Stormwater Rate Revenue - Override	\$ 2,441,706	\$ 3,285,423	\$ 5,417,721
Percent Increase		35%	65%
Non-Operating Revenue - Penalties, Grants, Misc. Revenue	\$ -	\$ -	\$ -
Total Revenue	\$ 2,441,706	\$ 3,285,423	\$ 5,417,721
Expenses			
Operating Budget	\$ 846,627	\$ 914,645	\$ 943,706
Capital Outlay	\$ 1,185,650	\$ 1,889,386	\$ 3,863,093
NAVSA Early Payment	\$ 84,746	\$ 116,928	\$ 200,443
Reserve Contributions	\$ 269,815	\$ 278,343	\$ 300,705
Admin Payment	\$ 47,737	\$ 63,986	\$ 106,159
Total Expenses	\$ 2,434,575	\$ 3,263,289	\$ 5,414,106
Ending Balance	\$ 7,131	\$ 29,265	\$ 32,880

<u>FY 2030</u> Projected	<u>FY 2031</u> Projected	<u>FY 2032</u> Projected	<u>FY 2033</u>	<u>FY 2034</u>	<u>FY 2035</u>	<u>FY 2036</u>	<u>FY 2037</u>
\$ 32,880	\$ 47,910						
\$ 7,084,262	\$ 7,121,268						
31%	1%						
\$ -	\$ -						
\$ 7,084,262	\$ 7,121,268						
\$ 973,695	\$ 1,004,643						
\$ 5,381,647	\$ 5,381,647						
\$ 265,018	\$ 266,308						
\$ 310,259	\$ 320,119						
\$ 138,612	\$ 139,454						
\$ 7,069,232	\$ 7,112,172						
\$ 47,910	\$ 57,006						

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Units of Service

Equivalent Residential Units by Customer Class - Current and Escalated

SFR ERUs

Single Family Residential ERUs

NSFR ERUs

Non Residential ERUs

MFR ERUs*

Multi-Family Residential ERUs

SFA ERUs*

Single Family Attached Residential ERUS

Total ERUs

Exempt ERUs

*All MFR and SFA ERUs have been calculated on a development basis and then equally allocated to each dwelling unit parcel within the devel
Source: Zephyrhills_UnitsofService_0505202.xlsx

<u>FY 2026</u> Mapped	<u>FY 2027</u> Projected	<u>FY 2028</u> Projected	<u>FY 2029</u> Projected	<u>FY 2030</u> Projected	<u>FY 2031</u> Projected
6,371.00	6,434.71	6,499.06	6,564.05	6,629.69	6,695.99
11,630.00	11,746.30	11,863.76	11,982.40	12,102.22	12,223.25
1,944.11	1,982.99	2,022.65	2,063.11	2,104.37	2,146.45
747.31	762.26	777.50	793.05	808.91	825.09
20,692.42	20,926.26	21,162.97	21,402.60	21,645.19	21,890.78

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City of Zephyrhills, Florida

Stormwater Utility Rate Model

HPARCEL	IA	
02-26-21-0010-00400-0092		2201.00000000000
02-26-21-001C-00000-0070		2471.78000000000
02-26-21-001C-00000-0410		2373.63000000000
02-26-21-001D-00000-0500		1795.84000000000
02-26-21-001D-00000-0530		2207.70000000000
02-26-21-001D-00000-0640		2270.92000000000
02-26-21-0060-00C00-0180		3062.25000000000
02-26-21-0080-00100-0080		2433.44000000000
02-26-21-0080-00100-0210		2783.82000000000
02-26-21-0080-00100-0220		2930.52000000000
02-26-21-0080-00200-0220		2268.31000000000
02-26-21-0160-00100-0090		4285.87000000000
02-26-21-0180-00000-0170		2729.33000000000
02-26-21-0180-00000-0350		3353.74000000000
02-26-21-0180-00000-0590		2338.92000000000
02-26-21-0190-00000-0150		2633.90000000000
02-26-21-0190-00000-0160		2442.68000000000
02-26-21-0190-00000-0320		2115.56000000000
02-26-21-0190-00000-0420		3356.52000000000
02-26-21-0210-00000-1190		2105.33000000000
02-26-21-0230-00000-0090		3005.50000000000
02-26-21-0230-00000-0110		3864.36000000000
02-26-21-0230-00000-0140		3111.48000000000
02-26-21-0230-00000-0210		3665.79000000000
02-26-21-0250-00000-0060		3336.41000000000
02-26-21-0250-00000-0100		3338.89000000000
02-26-21-0260-00000-0250		1635.03000000000
02-26-21-0260-00000-0280		1841.48000000000
02-26-21-0260-00000-0400		1767.77000000000
02-26-21-0260-00000-0510		2290.00000000000

<i>Column1</i>	
Mean	2891.261025
Standard Deviation	51.38965491
Median	2770
Mode	#N/A
Standard Error	1027.793098
Sample Variance	1056358.653
Kurtosis	37.32510271
Skewness	3.938970551
Range	13094.99
Minimum	1162.81
Maximum	14257.8
Sum	1156504.41
Count	400
Confidence Level(95.0%)	

Label	SF Bin	M.SFR	Cour
0 - 400	400		0
400 - 800	800		0
800 - 1200	1200		2
1200 - 1600	1600		8
1600 - 2000	2000		44
2000 - 2400	2400		76
2400 - 2800	2800		78
2800 - 3200	3200		82
3200 - 3600	3600		45
3600 - 4000	4000		24
4000 - 4400	4400		14
4400 - 4800	4800		14
4800 - 5200	5200		8
5200 - 5600	5600		2
5600 - 6000	6000		0
6000 - 6400	6400		0
6400 - 6800	6800		1
6800 - 7200	7200		1
7200 - 7600	7600		0
7600 - 8000	8000		0
more	more		1

02-26-21-0260-00000-0590	2046.920000000000
02-26-21-0260-00000-0730	2058.670000000000
02-26-21-0260-00000-080A	2506.000000000000
02-26-21-0260-00000-1320	2944.140000000000
02-26-21-0260-00000-1550	1712.570000000000
02-26-21-0260-00000-1590	1676.890000000000
02-26-21-0260-00000-1610	2292.410000000000
02-26-21-0270-00000-0010	2155.640000000000
02-26-21-0280-00000-006B	2769.450000000000
03-26-21-0120-00000-0020	5143.570000000000
03-26-21-0120-00000-0440	3110.040000000000
03-26-21-0120-00000-0720	2988.990000000000
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03-26-21-0120-00000-0870	4194.360000000000
03-26-21-0120-00000-0960	3616.870000000000
03-26-21-0120-00000-1290	4388.980000000000
03-26-21-012A-00000-0120	3772.260000000000
03-26-21-0130-00000-0180	2746.410000000000
03-26-21-0130-00000-0270	2871.970000000000
03-26-21-0130-00000-0360	3093.200000000000
03-26-21-0130-00000-0380	2115.760000000000
03-26-21-0130-00000-0460	2819.740000000000
03-26-21-0130-00000-0540	3131.240000000000
03-26-21-0130-00000-0630	3661.640000000000
03-26-21-0130-00000-0830	2767.430000000000
03-26-21-0150-00000-0050	3595.800000000000
03-26-21-0150-00000-0150	4664.870000000000
03-26-21-0150-00000-0160	4593.160000000000
03-26-21-0160-00000-0390	3944.140000000000
03-26-21-0160-00000-0560	4530.580000000000
03-26-21-0170-00000-0370	1883.700000000000
03-26-21-0170-00000-0500	2032.350000000000
03-26-21-0170-00000-1540	1927.290000000000
03-26-21-0170-00000-1570	2359.190000000000

03-26-21-0170-00000-1760	2114.48000000000
03-26-21-0170-00000-1780	2046.82000000000
03-26-21-0180-00000-0580	3144.66000000000
03-26-21-0180-00000-0640	5098.28000000000
03-26-21-0190-00000-002B	2399.91000000000
03-26-21-0190-00000-0070	2983.51000000000
03-26-21-0190-00000-0120	3875.88000000000
03-26-21-0200-00000-0110	2411.39000000000
03-26-21-0200-00000-0130	2590.99000000000
03-26-21-0200-00L00-0000	2171.70000000000
03-26-21-0210-00000-0220	1452.65000000000
03-26-21-0210-00000-0250	1839.24000000000
03-26-21-0210-00000-0360	1162.81000000000
03-26-21-0210-00000-1070	1170.87000000000
03-26-21-0210-00000-1240	1560.54000000000
03-26-21-0220-00B00-0140	3387.49000000000
03-26-21-0220-00D00-0100	2956.79000000000
04-26-21-0060-00100-0050	3876.70000000000
04-26-21-0060-00300-0010	3168.90000000000
04-26-21-0060-00300-0040	3232.62000000000
04-26-21-0060-00300-0050	3401.05000000000
04-26-21-0060-00300-0120	2980.23000000000
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04-26-21-0060-00300-0170	3243.36000000000
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04-26-21-0070-00200-0060	3410.76000000000
04-26-21-0110-00900-0080	4559.29000000000
04-26-21-0120-00000-0170	2826.12000000000
04-26-21-0120-00000-0280	3492.57000000000
04-26-21-0120-00000-0710	3373.00000000000
04-26-21-0130-01000-0010	4374.36000000000
04-26-21-0130-01000-0220	5058.19000000000
04-26-21-0130-01000-0250	5224.49000000000
04-26-21-0140-00200-0030	2738.43000000000

04-26-21-0140-00200-0060	3108.040000000000
04-26-21-0140-01300-0010	2172.200000000000
04-26-21-0140-01300-0030	2574.130000000000
04-26-21-0140-01300-0070	2321.090000000000
04-26-21-0140-01300-0120	2295.560000000000
04-26-21-0150-01400-0040	2155.650000000000
04-26-21-0150-01400-0060	1814.030000000000
04-26-21-0260-00000-0020	3470.980000000000
04-26-21-0260-00000-0040	3536.400000000000
04-26-21-0260-00000-0060	1941.740000000000
04-26-21-0260-00000-0200	2262.720000000000
04-26-21-0260-00000-0230	2750.170000000000
04-26-21-0260-00000-0430	2661.160000000000
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05-26-21-0070-00400-0160	4304.060000000000
05-26-21-0080-00500-0030	4344.160000000000
05-26-21-0080-00600-0070	2319.710000000000
05-26-21-0080-00600-0080	2209.470000000000
05-26-21-0080-00600-0200	2438.390000000000
05-26-21-0080-00600-0340	2904.320000000000
05-26-21-0080-00600-0400	3132.750000000000
05-26-21-0100-00600-0610	2662.750000000000
05-26-21-0100-00600-0670	3286.350000000000
05-26-21-0100-01200-0010	2957.040000000000
10-26-21-0010-12800-0060	1914.840000000000
10-26-21-0110-00000-0110	1965.770000000000
10-26-21-0110-00000-0190	2015.070000000000
10-26-21-0120-00000-0080	2668.030000000000
10-26-21-0120-00000-0810	2278.130000000000
10-26-21-0120-00000-0820	2875.040000000000
11-26-21-0010-00700-0110	2414.640000000000
11-26-21-0010-19300-0110	1869.000000000000

11-26-21-0010-01900-0030	2080.48000000000
11-26-21-0010-02200-0110	5189.09000000000
11-26-21-0010-02300-0111	2230.81000000000
11-26-21-0010-02300-0201	1740.08000000000
11-26-21-0010-03500-0010	2590.81000000000
11-26-21-0010-03500-0081	2637.50000000000
11-26-21-0010-04000-0010	2460.58000000000
11-26-21-0010-04500-0080	2022.84000000000
11-26-21-0010-04600-0060	2314.73000000000
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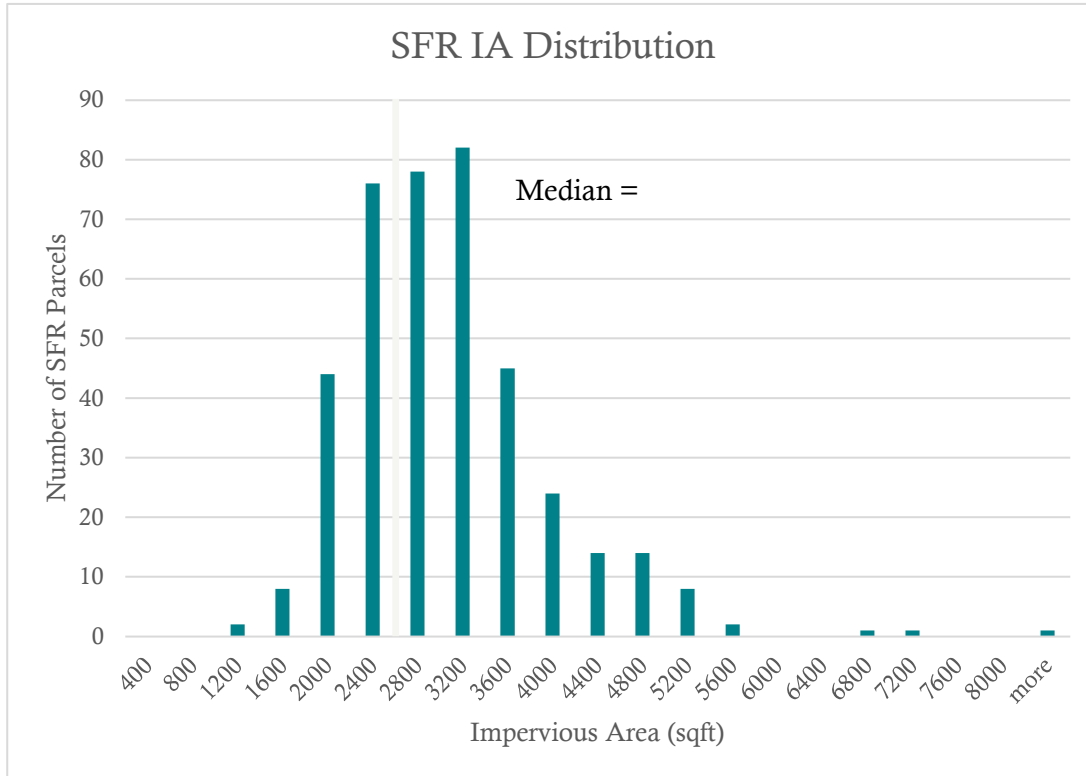
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City of Zephyrhills, Florida

Stormwater Utility Rate Model

Rate Comparisons

Annual Rate Average: \$162.77

Surveyed Utilities

	<u>Annual Rate/ERU</u>	<u>Monthly Rate/ERU</u>
City of Zephyrhills (FY27)	\$118.00	\$13.08
City of New Port Richey	\$80.00	\$4.17
City of Port Richey	\$108.60	\$9.05
Pasco County	\$95.00	\$5.33
City of Lakeland*	\$116.64	\$9.72
City of Plant City	\$128.40	\$10.70
City of Seminole	\$140.00	\$11.67
City of Clearwater	\$166.44	\$13.87
City of Dunedin	\$241.44	\$20.12
average	\$132.72	\$14.33

*rising to \$130.68

130.68

City of Zephyrhills, Florida

Stormwater Utility Rate Model

Chart Data

Rate Comps

	FY2027	FY2028	FY2029	FY2030	FY2031
5-Year Capital Scenario	\$ 118.00	\$ 157.00	\$ 256.00	\$ 331.00	\$ 329.00
10-Year Capital Scenario	\$ -	\$ -	\$ -	\$ -	\$ -

Revenue Requirements	FY2027	FY2028	FY2029	FY2030	FY2031
5-Year Capital Scenario	\$ 2,386,838	\$ 3,199,303	\$ 5,307,947	\$ 6,930,620	\$ 6,972,717
10-Year Capital Scenario	\$ -	\$ -	\$ -	\$ -	\$ -

ENR

Change since 2005 (avg annual values)
 Change since 2020 (avg annual values)
 20 yr Avg Annual Rate

86.06%
20.83%
3.10%

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg	% Chg
2000	6,130	6,160	6,202	6,201	6,233	6,238	6,225	6,233	6,224	6,259	6,266	6,283	6,221	
2001	6,281	6,272	6,279	6,286	6,288	6,318	6,404	6,389	6,391	6,397	6,410	6,390	6,342	1.94%
2002	6,462	6,462	6,502	6,480	6,512	6,532	6,605	6,592	6,589	6,579	6,578	6,563	6,538	3.09%
2003	6,581	6,640	6,627	6,635	6,642	6,694	6,695	6,733	6,741	6,771	6,794	6,782	6,695	2.39%
2004	6,825	6,862	6,957	7,017	7,065	7,109	7,126	7,188	7,298	7,314	7,312	7,308	7,115	6.28%
2005	7,297	7,298	7,309	7,355	7,398	7,415	7,422	7,479	7,540	7,563	7,630	7,647	7,446	4.65%
2006	7,660	7,689	7,692	7,695	7,691	7,700	7,721	7,722	7,763	7,883	7,911	7,888	7,751	4.10%
2007	7,880	7,880	7,856	7,865	7,942	7,939	7,959	8,007	8,050	8,045	8,092	8,089	7,967	2.78%
2008	8,090	8,094	8,109	8,112	8,141	8,185	8,293	8,362	8,557	8,623	8,602	8,551	8,310	4.30%
2009	8,549	8,533	8,534	8,528	8,574	8,578	8,566	8,564	8,586	8,596	8,592	8,641	8,570	3.13%
2010	8,660	8,672	8,671	8,677	8,761	8,805	8,844	8,837	8,836	8,921	8,951	8,952	8,799	2.67%
2011	8,938	8,998	9,011	9,027	9,035	9,053	9,080	9,088	9,116	9,147	9,173	9,172	9,070	3.08%
2012	9,176	9,198	9,268	9,273	9,290	9,291	9,324	9,351	9,341	9,376	9,398	9,412	9,308	2.63%
2013	9,437	9,453	9,456	9,484	9,516	9,542	9,552	9,545	9,552	9,689	9,666	9,668	9,547	2.56%
2014	9,664	9,681	9,702	9,750	9,796	9,800	9,835	9,846	9,870	9,886	9,912	9,936	9,807	2.72%
2015	9,972	9,962	9,972	9,992	9,975	10,039	10,037	10,039	10,065	10,128	10,092	10,153	10,036	2.34%
2016	10,133	10,182	10,242	10,280	10,315	10,337	10,379	10,386	10,403	10,435	10,443	10,531	10,339	3.02%
2017	10,532	10,282	10,278	10,678	10,692	10,703	10,789	10,842	10,823	10,817	10,870	10,870	10,681	3.31%
2018	10,878	10,889	10,959	10,972	11,013	11,069	11,116	11,124	11,170	11,183	11,184	11,186	11,062	3.56%
2019	11,206	11,213	11,228	11,228	11,230	11,268	11,293	11,311	11,311	11,326	11,381	11,381	11,281	1.98%
2020	11,392	11,396	11,397	11,413	11,418	11,436	11,439	11,455	11,499	11,539	11,579	11,626	11,466	1.63%
2021	11,628	11,699	11,750	11,849	11,990	12,112	12,238	12,463	12,465	12,465	12,467	12,482	12,134	5.83%
2022	12,556	12,684	12,791	12,899	13,004	13,111	13,168	13,171	13,173	13,175	13,175	13,175	13,007	7.19%
2023	13,175	13,176	13,176	13,230	13,288	13,345	13,425	13,473	13,486	13,498	13,511	13,515	13,358	2.70%
2024	13,515	13,518	13,532	13,532	13,532	13,547	13,556	13,594	13,632	13,632	13,632	13,632	13,571	1.59%
2025	13,732	13,766	13,783	13,798	13,839	13,871	13,893	13,914	13,914	13,914	13,914	13,914	13,854	2.09%
Change since 2005	88.19%	88.63%	88.58%	87.60%									86.06%	
Change since 2020	20.54%	20.80%	20.94%	20.90%									20.83%	

END OF WORKSHEET

BUSINESS ITEMS 4.1

Advisory Board Term Alignment

First Reading Ordinance No. 1518-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING SECTIONS, 30.035, 30.132, 30.162, 30.172, AND 30.180, OF THE CODE OF ORDINANCES TO ALIGN BOARD AND COMMISSION TERMS WITH CITY COUNCIL AND MAYORAL TERMS; INCREASING TERMS OF OFFICE FROM THREE (3) YEARS TO FOUR (4) YEARS FOR THE MUNICIPAL AIRPORT AUTHORITY, PLANNING COMMISSION, PARKS AND RECREATION ADVISORY BOARD, LIBRARY ADVISORY BOARD AND THE HISTORIC PRESERVATION BOARD TO ALIGN THE BOARD AND COMMISSION WITH THE CITY COUNCIL AND MAYORAL TERMS; PROVIDING FOR STAGGERED TERMS, TRANSITION, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. "**

Issue:

City Council is requested to consider Ordinance No. 1518-26, amending provisions of the City Code relating to advisory board member terms.

Background:

Ordinance No. 1518-26 updates various sections of the City Code to align advisory board member terms with the City Council's four-year term structure. In April 2023, the City Council approved Ordinance No. 1465-23, extending Council terms from two years to four years. The proposed ordinance revises applicable advisory board provisions to establish four-year terms for appointed members, creating greater consistency between advisory boards and the governing body they serve. The ordinance also updates related language throughout the Code for clarity and administrative consistency.

Attachment(s):

1. Ordinance 1518-26 Advisory Board Term Alignment (38956841v1)

Fiscal Impact:

There is no fiscal impact associated with this ordinance.

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 1518-26

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING SECTIONS, 30.035, 30.132, 30.162, 30.172, AND 30.180, OF THE CODE OF ORDINANCES TO ALIGN BOARD AND COMMISSION TERMS WITH CITY COUNCIL AND MAYORAL TERMS; INCREASING TERMS OF OFFICE FROM THREE (3) YEARS TO FOUR (4) YEARS FOR THE MUNICIPAL AIRPORT AUTHORITY, PLANNING COMMISSION, PARKS AND RECREATION ADVISORY BOARD, LIBRARY ADVISORY BOARD AND THE HISTORIC PRESERVATION BOARD TO ALIGN THE BOARD AND COMMISSION WITH THE CITY COUNCIL AND MAYORAL TERMS; PROVIDING FOR STAGGERED TERMS, TRANSITION, REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 1465-23 on July 24, 2023, amending the City Charter to increase the terms of office for the Mayor and City Council Members from three (3) to four (4) years; and

WHEREAS, certain advisory boards of the City have members appointed individually by City Council Members or the Mayor whose terms are intended to correspond with the appointing official's term of office; and

WHEREAS, the City Council desires to amend the Code of Ordinances to ensure all such advisory board terms align with the new four-year Council and Mayoral terms, while preserving proper staggering and continuity of service.

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

Section 1. Amendment to Section 30.035 – Airport Authority

Section § 30.035, Subsection (B) of the City of Zephyrhills Code of Ordinances is repealed and replaced as follows:

~~(B) The terms of office for the membership of the Authority Board shall be staggered. The term of office for each member shall be three years. Five members, seats 1–5, shall be appointed individually by each member of City Council (seats matching) with approval of the majority of City Council and they shall serve for three-year staggered terms. In year one (2013) there shall be initially appointed two members for one year (seats 2 and 4); two members for two years (seats 3 and 5); one member for three years (seat 1); in year two (2014) there shall be appointed one member for two years and one member for three years (to match the term length of City Council seats 2 and 4, as determined in that election process). One additional member (seat 6) shall be appointed and approved by the City Council, and this member shall serve a three-year staggered term. Initially this seat will be appointed for a three-year term (seat 6). The remaining member (seat 7) shall be appointed by the Mayor and approved by the City Council and shall serve a three-year staggered term. Initially in year one (2013) this member shall serve a one-year term. The Airport Authority Board shall have appointments made prior to the annual installment in June of each year.~~

(B) The term of office for each member shall be four (4) years. Five members, seats 1–5, shall be appointed individually by each member of City Council (seats matching) with approval of the majority of City Council and shall serve for four-year staggered terms aligned with the term of the appointing Council Member. Seat 6 shall serve a four-year staggered term as approved by City Council. Seat 7 shall be appointed by the Mayor and approved by City Council and shall serve a four-year term concurrent with the Mayor's elected term. The Airport Authority Board shall have appointments made prior to the annual installment in June of each year.

Section 2. Amendment to Section 30.132 – Planning Commission

Section § 30.132, Subsection (B) of the City of Zephyrhills Code of Ordinances is repealed and replaced as follows:

~~(B) — *Membership; Mayor to serve.* There shall be seven Planning Commission members on this Commission, a majority of which shall be residents of the City of Zephyrhills. Five members, seats 1–5, shall be appointed individually by each member of City Council (seats matching) with approval of the majority of City Council and they shall serve for three-year staggered terms. In year one (2013) there shall be initially appointed two members for one year (seats 2 and 4); two members for two years (seats 3 and 5); one member for three years (seat 1); In year two (2014) there shall be appointed one member for two years and one member for three years (to match the term length of City Council seats 2 and 4, as determined in that election process). One additional member (seat 6) shall be appointed and approved by the City Council, and this member shall serve a three-year staggered term. Initially this seat will be appointed for a three-year term (seat 6). The Mayor shall serve a three-year staggered term which will run concurrent with his term as Mayor (seat 7). Initially in year one (2013) the Mayor will serve a one-year term. The Planning Commission shall have appointments made prior to the annual installment in June of each year.~~

(B) *Membership; Mayor to serve.* There shall be seven Planning Commission members on this Commission, a majority of which shall be residents of the City of Zephyrhills. Five members, seats 1–5, shall be appointed individually by each member of City Council (seats matching) with approval of the majority of City Council, and they shall serve for four-year staggered terms coinciding with the term of their appointing Council Member. One additional member (seat 6) shall serve a four-year staggered term, and the Mayor (seat 7) shall serve a four-year term running concurrent with the Mayor’s elected term. Alternate members shall serve four-year terms aligned with the seat for which they may substitute. The Planning Commission shall have appointments made prior to the annual installment in June of each year.

Section 3. Amendment to Section 30.162 – Parks and Recreation Advisory Board

Section § 30.162, Subsection (A) of the City of Zephyrhills Code of Ordinances Subsection (A) is hereby amended as follows (with additions underlined and deletions stricken):

(A) There shall be seven Board members on this Board, all of which shall be residents of Pasco County. They shall be nominated and appointed by the majority vote of City Council and shall serve for ~~three-year~~ four-year staggered terms. There shall be initially appointed two members for ~~three~~ four years; three members for two years and two members for one year. This Board shall have appointment made prior to the annual installment in June of each year. Board members may be removed by the City Council as necessary due to cause.

Section 4. Amendment to Section 30.172 – Library Advisory Board

Section § 30.172, Subsection (A) of the Code of Ordinances is hereby amended as follows (with additions underlined and deletions stricken):

(A) There shall be five Board members on this Board, all of which shall be patrons of the City of Zephyrhills Public Library. They shall be nominated and appointed by the majority vote of City Council and shall serve for ~~three-year~~ four-year staggered terms. There shall be initially appointed two members for ~~three~~ four years; two members for two years, and one member for one year. This Board shall have appointments made prior to the annual installment in June of each year. Board members may be removed by the City Council as necessary due to cause.

Section 5. Amendment to Section 30.180 – Historic Preservation Board

Section § 30.180, Subsection (F) of the Code of Ordinances is hereby amended as follows (with additions underlined and deletions stricken):

(F) Terms of office. Members shall serve ~~three-year~~ four-year terms. In order to achieve staggered terms, initial appointments shall be: two members for two years; and three members for ~~three~~ four 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~~ four years. The Historic Preservation Board alternates shall be appointed prior to the annual installment in June at the beginning of the term.

Section 6. Transition.

A. All current board members shall continue to serve until their present term expires; each such term is hereby extended by one (1) year to synchronize with the four-year Council and Mayoral cycle

B. Future appointments and reappointments shall thereafter be for four (4) years and expire concurrent with the appointing official's term of office.

C. This transition shall not shorten any member's service.

Section 7. Repealer.

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

Section 8. Severability.

If any portion of this Ordinance is held invalid, the remaining sections shall remain in full force and effect.

Section 9. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall be codified into Chapter 30 of the City of Zephyrhills Code of Ordinances and that section numbers may be renumbered or re-lettered as necessary to achieve that purpose.

Section 10. Effective Date

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

The foregoing Ordinance No. 1518-26 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 11th day of May 2026.

Attest: _____
Ricardo Quiñones, City Clerk

Steven F. Spina, Ph.D., Council President

The foregoing Ordinance No. 1518-26 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 8th day of June 2026.

Attest: _____
Ricardo Quiñones, City Clerk

Steven F. Spina, Ph.D., Council President

The foregoing Ordinance No. 1518-26 was approved by me this 8th day of June 2026.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

CITY MANAGER'S REPORT 5.1

Special Event Alcohol Approval -Commandoughs Memorial Day Event. The applicant will be proposing to use 15th Ave (City Street) between Gall Blvd and 6th Street as a wetzone.

Issue:

Background:

Commandoughs needs approval for a wet zone, they would like to have 15th Ave between 6th Street and Gall Blvd closed for their memorial day event. They have hosted events similar to this in the past without any issues. The certificate of liability with liquor liability will still be required to host the event. ZPD will need to be present do to this being an alcohol event.

Attachment(s):

1. Special Event Report
2. Map for Commandoughs with wetzone listed

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.



PLAN SNAPSHOT REPORT SEP-000068-2026 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 04/22/2026
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 10/19/2026
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Maldonado, Carlos	Approval Expire Date:

Description: Commandoughs Memorial Day Pig Roast -Sunday 05/24/2026 (Alcohol Event) 1pm-5pm. Location 15th Ave Between Gall Blvd and 6th Street

Parcel:	Address: 15Th Ave Between 6Th St & Gall Blvd Zephyrhills, FL 33542	Zone:
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Applicant COMMANDOUGH'S LLC 5841 GALL BLVD ZEPHYRHILLS, FL 33542 Business: (813) 355-3609 Mobile: (813) 293-7856	Co-Sponsor VETS FEEDING VETS 4711 AIRPORT ROAD ZEPHYRHILLS, FL 33542 Home: (813) 702-8102 Business: (813) 780-8180 Mobile: (352) 807-9063
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Plan Custom Fields

Organization Name	Commandough's LLC	Date Incorporated	Feb 6 2016 12:00AM	Employer ID# (EIN)	8.10996e+008
Active or Inactive?	Active	Event Name	Pre-Memorial Day Pig Roast	Event Date	May 24 2026 12:00AM
Event Time	1-5	Entry Fee	0	Co-Sponsor	Vets Feeding Vets
Type of Event	Other	Has this event ever taken place in Zephyrhills?	Yes - Annual Event	Zephyr Park	No
Downtown 5th Ave.	No	Krusen Park	No	Airport Venue \$\$	No
Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.	No	Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here	Commandough's	Estimated Attendance	150
Estimated Number of Vendors	6	Number of Parade or Run/Walk Entries		City Street or Avenue Closure Request?	Yes
If Yes, indicate location here:	15th Ave	If Yes, indicate location here:	2	Tents (smaller than 10' x 10')	No
Tents	Yes	Vehicles	Yes	Stage	No
Start/Finish Line	No	Signs	No	Tables	Yes
Porta lets	No	Bounce-House/Inflatable	No	Sound Equipment	No
People Barricades	No	Other - Please List Here	2	Bathroom Facilities	No
Electricity (5th Avenue Median)	No	Electricity (Stage Areas)	No	Garbage Cans	No
Cones / Barricades	Yes	Other - Please List Here		Please Provide a Brief Description of Event	Our Annual Memorial Day Pig Roast is an opportunity to bring the community together and raise money and bring awareness to a local not for profit business, Vets Feeding Vets. There will be food, alcohol, and live entertainment.
Alcohol General Text	We will be serving alcohol from our bar.	Alcohol Security Text	We have a 2cop license	Alcohol Type Text	Anything outside of our dining area plastic cup

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_MICHAEL_WEAVER_4/23/2026.jpg	04/22/2026 20:40	WEAVER, MICHAEL		Uploaded via CSS

PLAN SNAPSHOT REPORT (SEP-000068-2026)

Map for Commandoughs.png	04/23/2026 15:38	Maldonado, Carlos	Map with wetzone
COMMANDOUGH'S PIZZA COI.pdf	04/28/2026 8:39	Maldonado, Carlos	COI

Note	Created By	Date and Time Created
1. Items required *City Council alcohol approval *Certificate of insurance with liquor liability (On file will be submitted for review after City Council).	Carlos Maldonado	04/23/2026 8:14

Hearing Type	Location	Scheduled Date	Status	Subject
City Council - Planning Report v.1	Council Chambers City Hall, 5335 8th Street, Zephyrhills	05/11/2026	Scheduled	

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	City Hall-1st floor conference room	04/30/2026	Special event meeting with the applicant and the required departments

Comments: All required department were present. The applicant joined via the phone. We went over the street closure and times, ZPD discussed the price for the Police detail. The next process will be to get City Council approval.

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		04/23/2026 8:14	04/23/2026 15:51
Application Review v.1	Generic Action		04/23/2026 8:14
Temporary State Alcohol License Submitted v.1	Generic Action		04/23/2026 15:50
Fire Final v.1	Inspection		04/23/2026 15:51
Special Event Meeting v.1		04/23/2026 15:48	
Private Meeting v.1	Hold Meeting	04/23/2026 15:48	04/30/2026 15:16
City Council - Planning Report v.1	Hold Hearing	04/23/2026 15:49	
Plan Review Complete v.1			
Approval Letter v.1	Create Report		



6TH STREET

Wet zone Area

15TH AVENUE

GALL BOULEVARD

CITY MANAGER'S REPORT 5.2

Skydive City Update

Issue:

This memorandum provides an update regarding recent discussions with Skydive City concerning development of a comprehensive Corrective Action Plan intended to address issues involving airport lease compliance, fair market value considerations, and FAA expectations, while preserving a collaborative working relationship between the City, the Municipal Airport, and Skydive City.

Staff met with representatives of Skydive City last week and received a written framework outlining several proposed commitments and guiding principles intended to support continued negotiations in good faith. The proposal emphasizes establishing agreement on overarching objectives and desired outcomes before finalizing implementation details. Staff believes this approach reflects a constructive tone and demonstrates progress toward resolving longstanding matters associated with airport operations and lease compliance.

The following summarizes the principal discussion items and Skydive City's stated positions:

Fair Market Value Adjustments

Skydive City has agreed to the immediate implementation of the increased non-aeronautical square-foot assessment rate of \$0.12 for the following operational areas:

- RV Park/Campgrounds
- Skydive Equipment Vendor
- Restaurant and Bar

Skydive City further stated that two previously referenced business activities do not currently exist and therefore would not be subject to the increased rate:

- Skydive jumpsuit manufacturing
- Skydive equipment manufacturing

RV Park and Campground Operations

Skydive City has agreed to remove existing RV park and campground operations by October 2030, contingent upon the City and Airport assisting in identifying a satisfactory replacement location in the vicinity that would allow for a seamless transition of operations. This item needs further discussion.

Separate Aeronautical and Non-Aeronautical Leases

Skydive City has indicated willingness to pursue and implement separate leases for aeronautical and non-aeronautical uses beginning in October 2030.

Subordination Clause

Skydive City acknowledged that revised lease agreements anticipated for October 2030 would include a subordination clause consistent with FAA requirements and airport compliance obligations.

Performance-Based Compensation Structure

Skydive City expressed willingness to explore a revised compensation structure that would better align future operational success with the continued cooperation and support of the City and Airport. This concept would be evaluated in conjunction with any lease extension discussions.

Staff Assessment and Next Steps

Staff believes the framework presented represents meaningful progress toward resolving several outstanding concerns while maintaining a cooperative relationship with a significant airport stakeholder. Although substantial work remains regarding implementation details, timelines, FAA coordination, and legal review, the discussions to date suggest that all parties are attempting to move toward a mutually beneficial solution.

The proposed framework will require additional evaluation to ensure consistency with FAA grant assurances, airport minimum standards, fair market value requirements, and the City's long-term airport development objectives. Staff will continue coordinating with legal counsel and FAA representatives as negotiations progress.

Staff anticipates continuing discussions with Skydive City and will return to Council with additional recommendations, proposed agreements, and any necessary policy direction as negotiations advance.

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CITY MANAGER'S REPORT 5.3

Silver Oaks Golf Course Update

Issue:

The City Manager and Code Enforcement Officer, Joel Bacon, met with Assistant County Attorney Jessica Rodriguez to discuss the tree and debris issues at Silverado Golf Course. Ms. Rodriguez will forward the required affidavit to show cause. Officer Bacon will complete the affidavit, and it will then be filed with the court.

Upon review, the judge will determine whether sufficient evidence exists to proceed with the case and, if so, will establish a hearing date. The hearing is anticipated to occur in either June or July. The property owners will be required to obtain legal representation for the hearing.

This particular action will address only the tree-related issues on the property.

Separately, Officer Bacon will issue a warning notice providing 10 days to:

- Secure the buildings;
- Cut and maintain the grass; and
- Address any standing trees that pose a safety threat.

If these issues are not corrected within the specified timeframe, a citation will be issued and a court date will be scheduled to address the violations.

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation: