



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, July 13, 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 Steven F. Spina, Ph.D.

Roll Call — City Clerk Ricardo Quiñones

Invocation — Rodney V. Corriveau, Planning Director

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Proclamation - Bauducco
 1. 2026 BAUDUCCO FOODS
- 2 Presentation - Mouratoglou Academy
- 3 City Manager Evaluation
 1. 2026 - City Managers Performance Evaluation 1 (FILLABLE)

1. CONSENT ITEMS

- 1.1 City Council Meeting Minutes - June 22, 2026
 1. 06.22.2026 CCM Minutes
- 1.2 Easement Agreement **16-2026-03** Environment Monitoring Site
 1. 16-2026-03 Environmental Monitoring Site
- 1.3 Utility Service Agreement **45-2026-06** for T4 HOLDINGS II-A LLC (38714 C Ave)
 1. 45-2026-06 T4 HOLDINGS II-A LLC
- 1.4 Work Order No. 26-179 with Kimley-Horn for Hot Spot Intersection Right-of-Way Acquisition Services **[37-21-04]**
 1. Work Order 26-179_Hot Spot Intersections Acquisition Supp Signed 2026-06-24
 2. FLAA-Scope_Fee-v3-20260618
- 1.5 Approval of Amendment No. 1 to Work Order No. 24-159 with Kimley-Horn for Supplemental Sidewalk Design and Feasibility Services **[37-21-04]**
 1. Work Order 24-159_Amendment_US 301_Daughtery Rd
 2. REV_20260422_US301&Daughtery_Proposal

2. BUSINESS ITEMS

- 2.1 **41-2026-13** Monin, Inc. Economic Incentive
 1. 41-2026-13 Project Wonka Economic Incentive Agreement
- 2.2 Gehring Group Classification and Compensation Study
 1. ZH Presentation v1 (1)
 2. Pay Plan v5 Agenda v1
- 2.3 Building Fee Schedule Amendment
 Resolution No. 870-26 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A COST-BASED BUILDING PERMIT FEE METHODOLOGY AND FEE SCHEDULE FRAMEWORK; PROVIDING FOR A COST-BASED FEE STRUCTURE; PROVIDING FOR PRIVATE-PROVIDER FEE REDUCTIONS; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE. "**
 1. Resolution 870-26 Building Fee Schedule
- 2.4 Stormwater Assessment Rates
 Resolution No. 871-26 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, REGARDING THE ESTABLISHMENT OF STORMWATER UTILITY ASSESSMENT RATES. "**
 1. Resolution 871-26 - Stormwater Assessment Rates
 2. Stormwater CIP
- 2.5 Joining Tampa Bay Regional Planning Council
 Resolution No. 873-26 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, RECOGNIZING THE IMPORTANCE OF INTERGOVERNMENTAL COOPERATION AND RESOLVING TO JOIN AND PARTICIPATE IN THE TAMPA BAY REGIONAL PLANNING COUNCIL. "**
 1. Resolution 873-26 - Joining Tampa Bay Regional Planning Council
 2. 2.1 TBRPC - 2026 Council Member Guide

3. PLANNING DIRECTOR'S REPORT

- 3.1 Tree Planting Program Update

4. CITY MANAGER'S REPORT

4.1 Zephyr Park 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, Bauducco, a Brazilian multinational company, founded in 1952, has grown into one of the world's largest producers of baked goods, serving families in more than 50 countries with its signature cookies, wafers and panettones while remaining committed to quality, innovation, and family values; and

WHEREAS, after evaluating more than 160 sites across seven states, Bauducco selected Zephyrhills as the home of its newest production and distribution facility, representing an investment of more than \$200 million and the creation of approximately 600 jobs over multiple phases; and

WHEREAS, even before opening its doors, Bauducco demonstrated its commitment to our community by hosting a local job fair that resulted in more than 100 hires and by actively participating in community events throughout Zephyrhills; and

WHEREAS, Bauducco served as the Title Sponsor of Main Street Zephyrhills' Festival of Lights and Christmas Parade and has generously supported numerous downtown events, fostering meaningful relationships with residents, businesses, and community organizations; and

WHEREAS, building upon its commitment to the Zephyrhills community, Bauducco is further expanding its local presence with the anticipated opening of a retail store on Gall Boulevard in Fall 2026 where residents and visitors can enjoy the company's renowned baked goods and coffee while further strengthening its investment in the City; and

WHEREAS, the City of Zephyrhills is grateful for Bauducco's investment, community spirit, and confidence in our City, and looks forward to a prosperous partnership for many years to come;

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

BAUDUCCO FOODS

on its Grand Opening and extend a warm welcome to the company, its leadership, and its employees. The City proudly recognizes Bauducco's commitment to creating jobs, supporting local events, and becoming an active and valued member of the Zephyrhills community.

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 13th day of July, 2026.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

MAYOR 2

Presentation - Mouratoglou Academy

Issue:

Representatives from Mouratoglou Tennis Center will present to Council.

Background:

Items for the City Council's consideration:

1. Proposed Swimming Pool and Rehabilitation Center

We are pleased to present a proposal for the development of a swimming pool and rehabilitation center on the sand area adjacent to the main padel court. This project is intended to enhance the center's recreational and wellness offerings by providing residents and visitors with expanded opportunities for fitness, aquatic training, rehabilitation services, and community programming. The proposed facility would complement the existing sports complex, increase the utilization of the area, and serve athletes of all ages and abilities, as well as individuals seeking rehabilitation and wellness services.

2. Sponsorship Request for International Junior Tennis Tournament

We respectfully request the City's sponsorship in the amount of \$8,500 to support our upcoming International Junior Tennis Tournament.

The tournament is expected to host 128 junior athletes, consisting of 64 girls and 64 boys, representing a significant opportunity to showcase our community while promoting youth sports and international competition.

The requested sponsorship funds will be used to cover essential tournament expenses, including:

- Referee stipends and housing accommodations
- Compensation for two licensed physiotherapists (one female and one male) for the duration of the tournament, as required for co-ed events by the International Tennis Federation (ITF)
- Complimentary lunches for participating players throughout the tournament

This event will generate positive economic activity for local businesses, increase tourism, and strengthen our City's reputation as a destination for high-quality sporting events.

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

MAYOR 3

City Manager Evaluation

Issue:

Per the City Manager's contract, the City Council evaluates the job performance of the City Manager on an annual basis.

Background:

Per the City Manager's contract, the City Council evaluates the job performance of the City Manager on an annual basis. The purpose of the performance evaluation process is to provide important feedback to the City Manager regarding his performance in accomplishing assigned duties and responsibilities, and to establish specific work-related goals and objectives. The evaluation period will be from June 2025 to June 2026. A copy of the evaluation form is attached, and a fillable PDF form has been emailed to Council members.

Attachment(s):

1. 2026 - City Managers Performance Evaluation 1 (FILLABLE)

Fiscal Impact:

N/A

Staff Recommendation:

N/A



2026 City Manager Annual Evaluation

Council Member Name:

Evaluation Period:

This evaluation form consists of ten key performance measures (Personal, Professional Skills & Status, Relations with Elected Members, Policy Execution, Reporting, Citizen Relations, Staffing, Supervision, Community, and Fiscal Management).

Performance levels should be chosen that best describes the City Manager's performance on each job factor, based on the following factor rating scale:

(5) Exceeds Above Expectations: Consistently meets and often exceeds all relevant job requirements. Shows initiative and versatility effectively performing above and beyond the normal expected level of achievement.

(4) Meets Above Expectations: Meets all relevant performance with quality and quantity of work that consistently exceeds satisfaction of the job requirements.

(3) Satisfactory Expectations: Performance is satisfactory but does not consistently exceed the job requirements and standards of work.

(2) Below Expectations: Performance does not consistently meet job requirements and standards. The quality and quantity of work are not consistently acceptable. Improvement is necessary to reach the expected level of performance.

(1) Needs Improvement: Performance does not meet the position's requirements and is significantly below standards. Immediate improvement is needed.

Any item left blank will be interpreted as a score of "(3) Satisfactory Expectations"

This evaluation form also contains a section for an opportunity to enter in responses to specific questions and to list any comments you believe pertinent to the rating period.

Evaluation of Skills: PERSONAL

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Invests sufficient effort toward being diligent and thorough	☐	☐	☐	☐	☐
Exercises good judgment	☐	☐	☐	☐	☐
City Manager is enthusiastic, cooperative and willing to adapt	☐	☐	☐	☐	☐
City Manager is a "self-starter"	☐	☐	☐	☐	☐
Exhibits composure, appearance and attitude appropriately	☐	☐	☐	☐	☐

Evaluation of Skills: RELATIONS WITH ELECTED MEMBERS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Carries out the directives of the governing body as a whole, rather than those of any one member of the Council	☐	☐	☐	☐	☐
Assists governing body members to resolve problems at the administrative level in a manner that avoids unnecessary Council action	☐	☐	☐	☐	☐
Assists the council in establishing policy, while acknowledging the ultimate authority of the Council	☐	☐	☐	☐	☐
Responds to requests for information or assistance by Council	☐	☐	☐	☐	☐
Informs the governing body of current issues and administrative developments in a timely manner	☐	☐	☐	☐	☐
Receptive to constructive criticism and advice	☐	☐	☐	☐	☐
Information is disseminated equally and completely to members of Council	☐	☐	☐	☐	☐

Evaluation of Skills: PROFESSIONAL SKILLS and STATUS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Knowledgeable of current developments affecting the local government management field	☐	☐	☐	☐	☐
Demonstrates a capacity for innovation and creativity	☐	☐	☐	☐	☐
Anticipates problems and develops effective approaches for solving them	☐	☐	☐	☐	☐
Willing to try new ideas proposed by Council Members and/ or staff	☐	☐	☐	☐	☐

Evaluation of Skills: POLICY EXECUTION

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Implements governing body actions in accordance with the intent of Council	☐	☐	☐	☐	☐
Supports the actions of the governing body after a decision has been reached, both inside and outside the organization	☐	☐	☐	☐	☐
Understands the local government's laws, policies and ordinances	☐	☐	☐	☐	☐
Enforces the local government's policies and ordinances	☐	☐	☐	☐	☐
Reviews ordinance and policy procedures periodically to improve their effectiveness	☐	☐	☐	☐	☐
Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is impractical	☐	☐	☐	☐	☐

Evaluation of Skills: REPORTING

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Provides the governing body with reports concerning matters of importance to the local government	☐	☐	☐	☐	☐
Reports produced by the City Manager are accurate, comprehensive, concise and written to their intended audience	☐	☐	☐	☐	☐
Reports are generally produced through the City Manager's own initiative rather than when requested by Council	☐	☐	☐	☐	☐
Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the governing body	☐	☐	☐	☐	☐
Produces and handles reports in a way to convey the affairs of the organization are fully open to the public scrutiny	☐	☐	☐	☐	☐

Evaluation of Skills: CITIZEN RELATIONS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Responsive to complaints from citizens	☐	☐	☐	☐	☐
Displays and is dedicated to the community and its citizens	☐	☐	☐	☐	☐
Skillful in dealing with the news media, avoiding partisan political positions	☐	☐	☐	☐	☐
Has the capacity to listen to others and to recognize their interests, and works well with others	☐	☐	☐	☐	☐
Willing to meet with members of the community to discuss their concerns	☐	☐	☐	☐	☐
Gives effort to maintain citizen satisfaction with city services	☐	☐	☐	☐	☐

Evaluation of Skills: STAFFING

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Recruits and retains competent personnel for staff positions	☐	☐	☐	☐	☐
Aware of substandard administrative personnel and works to improve their performance	☐	☐	☐	☐	☐
Accurately informed and concerned about employee relations	☐	☐	☐	☐	☐
Promotes training and development opportunities for employees	☐	☐	☐	☐	☐

Evaluation of Skills: SUPERVISION

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Encourages department managers to make decisions within their own departments, while maintaining general control of operations	☐	☐	☐	☐	☐
Instills confidence and initiative in subordinates and emphasizes support	☐	☐	☐	☐	☐
Has developed an informal relationship with the staff and work force as a whole, yet maintains the prestige and dignity of administration	☐	☐	☐	☐	☐
The organization's staff works as a team and seeks ways to be innovative and oriented toward effective problem-solving	☐	☐	☐	☐	☐
Delegates responsibility effectively and provides Communication to staff	☐	☐	☐	☐	☐

Evaluation of Skills: COMMUNITY

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Shares responsibility for addressing the difficult issues facing the city	☐	☐	☐	☐	☐
Cooperates with neighboring communities	☐	☐	☐	☐	☐
Helps Council address future needs and develops adequate plans anticipating long term trends	☐	☐	☐	☐	☐
Cooperates with other Local, State and Federal Governmental agencies	☐	☐	☐	☐	☐
Cooperates with other governmental units in the county and region	☐	☐	☐	☐	☐

Evaluation of Skills: FISCAL MANAGEMENT

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Prepares a balanced budget to provide services at a level directed by Council	☐	☐	☐	☐	☐
Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively	☐	☐	☐	☐	☐
Prepares a budget and budgetary recommendations in a comprehensive and accessible format	☐	☐	☐	☐	☐
Possesses awareness of the importance of financial planning and accounting controls	☐	☐	☐	☐	☐

What would you identify as the City Manager's strengths that was achieved during the evaluation period?

Evaluation of Skills: FISCAL MANAGEMENT

What performance areas would you identify as needing improvement(s)? Why? What constructive positive suggestions can you offer the City Manager to enhance performance?

Additional Comments?

Evaluator Name:

Evaluator Signature:

Date:

CONSENT ITEMS 1.1

City Council Meeting Minutes - June 22, 2026

Issue:

A regular City Council Meeting was held on June 22, 2026

Background:

Minutes from that meeting were taken for review by City Council

Attachment(s):

1. 06.22.2026 CCM Minutes

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

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A Regular City Council Meeting was held on June 22, 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 Steven F. Spina, Ph.D., called the meeting to order at 6:07 PM

Roll call was taken. Present were members Lance Smith, Charles Proctor, Jodi Wilkeson and Steven Spina. City Manager William Poe and City Attorney Matthew Maggard were also present. Kenneth Burgess and Mayor Melonie Bahr Monson were not present.

Staff present: Chief of Police Derek Brewer, IT Director Mike Panak, Airport Manager Nathan Coleman, Building Official Calvin Switzer, Utilities Director John Bostic III (virtual), Water Superintendent CJ Funnell, Meter Foreman Mike Barns, Human Resources & Risk Management Director Sandra Amerson, Planning Director Rodney Corriveau, Historic Preservation Specialist Will McCaw, Finance Director Ted Beason and City Clerk Ricardo Quiñones.

The Invocation was led by Kendall Deford, Pastor of First Nazarene.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Alan Knight, 5649 Beech Street, spoke from the floor regarding an irrigation system leak he experienced. Mr. Knight reported that Staff worked with him on the billing but was not pleased he was not notified. Staff reported the computers are not able to catch all the leaks.

MAYOR

1. Discussion on Tampa Bay Regional Planning Council

Alison Prater, Disaster Recovery Grants Coordinator with the Tampa Bay Regional Planning Council (TBRPC), presented the services available to member governments, including planning assistance, grant support, and procurement exemptions. She reported annual membership dues are \$2,000. Dr. Spina noted the City had previously been a member and suggested membership be reconsidered.

2. Discussion on Water Use - Jones Edmunds

Mike Clark, Senior Engineer with Jones Edmunds, presented the findings of the City's Future Water Supply Feasibility Assessment. He explained that the City's current Water Use Permit authorizes pumping up to 4.49 million gallons per day (GPD) and assumes the future conversion of an existing agricultural well to potable use at an estimated cost of \$2 million. Mr. Clark stated that additional water supply will be needed to meet future growth. The projected demand is based on 87 gallons per capita per day, and presented two alternatives for Council's consideration:

Mr. Clark presented Alternative 1, which would acquire Well #15 north of Dade City. Water could be delivered through either a new transmission pipeline at an estimated cost of \$13.07 million or by connecting to an existing pipeline for approximately \$7.56 million, requiring coordination with outside entities. This option offers a proven, tested water source.

Alternative 2 would develop a new City-owned well site at an estimated cost of \$6.24 million rather than converting the existing agricultural well. This option provides greater City control but carries greater uncertainty because the water source has not yet been proven.

Planning Director Rodney Corriveau reported approximately 1,000 residential units are in the development queue and requested policy direction regarding infill development versus future annexations.

Laura Strange, 39433 Greenwood Ave, spoke from the floor, asking whether increasing the City's potable water supply would affect flooding in areas such as Alpha Village. Council clarified that potable water supply and stormwater flooding are separate issues.

1. CONSENT ITEMS

1.1 City Council Meeting Minutes - June 08, 2026

1.2 Piggyback Agreement 41-2026-12 with Killebrew Inc. for As Needed Utility Construction Services

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

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

2. PUBLIC HEARING

2.1 Stormwater Assessment

Second Reading Ordinance No. 1522-26 " AN ORDINANCE OF THE CITY

**COUNCIL OF THE CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,
CREATING A STORMWATER UTILITY AND A CITYWIDE STORMWATER
NON-AD VALOREM ASSESSMENT BY CREATING CHAPTER 57 OF THE**

REGULAR CITY COUNCIL MEETING

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CODE OF ORDINANCES; RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED; ESTABLISHING THE METHOD OF IMPOSING AND COLLECTING THE ASSESSMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. "

City Attorney Maggard read Ordinance No. 1522-26 by title. Council President opened the public hearing. City Manager Poe explained that the ordinance establishes the legal framework for the City's stormwater utility.

Discussion followed regarding the relationship between the ordinance, the proposed assessment rates, and the mitigation credit policy. Christina Conchilla of Raftelis explained that the proposed credit policy had been revised following first reading to apply only to developments meeting the current 2025 stormwater standards. Council also discussed the need for a dedicated funding source and the financial impact on residents and businesses.

Council President closed the public hearing.

Charles Proctor motioned to approve Ordinance 1522-26 on the Second Reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

2.2 Data Center Moratorium

Second Reading Ordinance No. 1523-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, REVIEW, APPROVAL, OR ISSUANCE OF BUILDING PERMITS, REZONINGS, SITE PLANS, CONDITIONAL USE APPROVALS, VARIANCES, COMPREHENSIVE PLAN AMENDMENTS, OR OTHER CITY APPROVALS FOR THE CONSTRUCTION, ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS, DATA CENTER FACILITIES, LARGE-SCALE DATA CENTERS, AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE MUNICIPAL LIMITS OF CITY OF ZEPHYRHILLS; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; DIRECTING CITY STAFF TO REVIEW AND PREPARE LAND DEVELOPMENT CODE AND RELATED REGULATORY AMENDMENTS; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE. "**

City Attorney Maggard read Ordinance No. 1523-26 by title. Council President opened the public hearing.

City Manager Poe stated that no changes had been made since first reading and reiterated that the proposed ordinance establishes a one-year moratorium on the acceptance and processing of development applications for data centers and other large-load customer facilities. He explained the moratorium would provide staff time to evaluate the potential impacts of such facilities and develop appropriate land development regulations.

Laura Strange, 39433 Ringwood Avenue, addressed the Council with questions regarding the water demands of large industrial users, including Bauducco and MiTek, and expressed concerns about groundwater resources, sinkholes, and future data center development. Staff responded that the approved industrial projects have adequate permitted water capacity and that the purpose of the moratorium is to allow the City to thoroughly evaluate the impacts of future data center proposals before considering any applications.

Council discussed the scope of the study to be completed during the moratorium, including water demand, electrical infrastructure, and other operational impacts. Staff advised the review would include coordination with Pasco County and the Tampa Bay Regional Planning Council.

Council President closed the public hearing.

Charles Proctor motioned to approve Ordinance No. 1523-26 on second reading, Seconded by Lance Smith. Motion passed unanimously.

2.3 Food Truck Ordinance

Second Reading Ordinance No. 1524-26 " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, REPEALING AND REPLACING SECTION 121: MOBILE FOOD VENDING; AMENDING THE REGULATIONS OF MOBILE FOOD OPERATIONS; ESTABLISHING REGULATIONS FOR TEMPORARY OR AUXILIARY KITCHENS ASSOCIATED WITH BARS OR TAVERNS; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY,**

INCLUSION IN THE CODE, SCRIVENER'S ERROR AND AN EFFECTIVE DATE. "

City Attorney Maggard read Ordinance No. 1524-26 by title. Council President opened the public hearing.

City Manager Poe reported that, following Council discussion at first reading, the ordinance had been revised to limit mobile food vendors on private non-residential property to no more than three calendar days per week, consistent with the restrictions already applicable to City rights-of-way and parks. Staff explained the change was intended to balance opportunities for food trucks while protecting established brick-and-mortar businesses.

Council supported the revision, noting it addressed concerns regarding food trucks operating adjacent to existing restaurants.

Council President closed the public hearing.

Lance Smith Motioned to approve Ordinance No. 1524-26 on second reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

2.4 Industrial Sign Ordinance

Second Reading Ordinance 1525-26 **"AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 8.17.00 OF THE LAND DEVELOPMENT CODE, LARGE-FORMAT INDUSTRIAL BUILDING SIGNAGE; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. "**

City Attorney Maggard read Ordinance No. 1525-26 by title. Council President opened the public hearing.

No comments were received from Council or the public. Council President closed the public hearing.

Charles Proctor motioned to approve Ordinance No. 1525-26 on second reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

3. BUSINESS ITEMS

3.1 Stormwater Assessment Rates

Resolution No. 871-26 **" A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, REGARDING THE ESTABLISHMENT OF STORMWATER UTILITY ASSESSMENT RATES."**

City Manager Poe presented Resolution No. 871-26 establishing a proposed stormwater assessment of \$118 per Equivalent Residential Unit (ERU).

Council discussed the financial impact on residents and businesses. Christina Conchilla of Raftelis advised that reducing the assessment would delay planned capital improvements and reduce funding available for stormwater operations and maintenance. She noted the proposed rate is below the regional average and that reducing the assessment to approximately \$85 per ERU would require reducing planned capital expenditure by more than half.

Council expressed interest in phasing in the assessment and directed staff to return with alternative rate scenarios, including projected impacts on project schedules and funding.

No action was taken on Resolution No. 871-26.

3.2 Stormwater Assessment Mitigation Credit

Resolution No. 872-26 **" A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING THE STORMWATER UTILITY ASSESSMENT MITIGATION CREDIT POLICY MANUAL AND PROVIDING AN EFFECTIVE DATE. "**

City Manager Poe presented Resolution No. 872-26 establishing the Stormwater Utility Assessment Mitigation Credit Policy. He explained that consistent with Council direction from the previous meeting, the proposed policy would provide mitigation credits only for properties meeting the 2025 SWFWMD stormwater design standards.

Council discussed the proposed credit policy. Lance Smith reiterated concerns that older developments with existing stormwater systems would not qualify for credits. Staff explained that limiting eligibility to developments meeting current standards maintained equity while preserving stormwater revenues.

Christina Conchilla, Raftelis, explained that many Florida jurisdictions only provide credits for developments that exceed current stormwater standards. Because the proposed policy grants credits to developments that merely meet the 2025 standards, she noted that a 25% credit would be more consistent with industry practice than the proposed 50% credit.

REGULAR CITY COUNCIL MEETING

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Council discussed reducing the mitigation credit from 50% to 25%. Staff advised that a lower credit would increase revenue available for stormwater capital projects while remaining consistent with practices used by other stormwater utilities.

Charles Proctor Motioned to approve Resolution No. 872-26, as amended to reduce the mitigation credit from 50% to 25% for qualifying properties meeting the most recent SWFWMD standards. Seconded by Jodi Wilkeson. Motion passed, 3-1, opposed by Lance Smith.

3.3 Approval of agreement # 37-2026-02 - Legal Counsel Engagement Agreement for Conflict Counsel - Trask Daigneault, LLP

City Manager Poe presented Agreement No. 37-2026-02 with Trask Daigneault, LLP to provide legal services when the City Attorney has a conflict of interest. He explained the agreement was presented due to the City Attorney's conflict involving the golf course matter and noted that Pasco County had temporarily provided conflict counsel. The agreement establishes hourly rates with no retainer fee and would be available for any future conflicts requiring outside counsel.

City Attorney Matthew Maggard advised that the agreement provides the City with access to experienced municipal attorneys for matters beyond the scope of the County's assistance and clarified that legal services may be terminated at any time.

Jodi Wilkeson Motion to approve Agreement No. 37-2026-02 with Trask Daigneault, LLP. Seconded by Charles Proctor. Motion passed unanimously.

4. CITY MANAGER'S REPORT

4.1 Water Video - Neptune

City Manager Poe introduced a Neptune Technology Group video highlighting the City's Advanced Metering Infrastructure (AMI) program, including the planned replacement of approximately 3,500 water meters annually over the next three years.

MAYOR ANNOUNCEMENTS - None due to the Mayor's absence.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported that the City's Free Summer Recreation Program is underway and at full capacity, serving approximately 120 participants in kindergarten through fifth grade. He noted the addition of a tennis program in partnership with the SVB Tennis Academy, providing participants with exposure to the sport.

Mr. Poe announced Summerfest will be held June 27, 2026 at Zephyr Park, with fireworks beginning at approximately 8:45 p.m. He also announced that Bauducco's Grand Opening is scheduled for June 26 and invited Council Members to attend.

Lastly, Mr. Poe announced that the City of Zephyrhills will host the Ridge League of Cities Dinner on February 11, 2027 at the Zephyrhills Tennis Center.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Matthew Maggard commented on the City's upgraded water meter technology and its leak detection capabilities.

CITY COUNCIL COMMENTS

Jodi Wilkeson had no comments.

Charles Proctor had no comments.

Lance Smith thanked Staff and Council for maintaining respectful discussions despite differing viewpoints. He expressed concern regarding the proposed statewide property tax initiative and its potential impact on local government revenues, emphasizing the importance of preparing for possible budget reductions.

Steven Spina requested that discussion of joining the Tampa Bay Regional Planning Council be placed on the July 13, 2026, City Council agenda. He also inquired about the timeline for the City Manager's annual performance evaluation, and staff advised that the process would begin in June.

5. NOTED ITEMS

5.1 Kimley-Horn Work Order - 6109 16th Street Stormwater Analysis

The meeting was adjourned at 8:26 PM
Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Easement Agreement **16-2026-03** Environment Monitoring Site

Issue:

City Council is requested to consider approval of an Environmental Monitoring Site Easement Agreement.

Background:

Environmental monitoring sites are used to collect data that supports environmental resource management, regulatory compliance, and long-term planning efforts. Approval of the easement will allow the monitoring site to remain in operation and ensure authorized personnel have access for inspection, maintenance, repair, and replacement of equipment as needed.

Attachment(s):

1. 16-2026-03 Environmental Monitoring Site

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends that approval.

Return to: City Clerk
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Parcel ID: 23-25-21-0000-01100-0000,
23-25-21-0000-01100-0000

EASEMENT FOR ENVIRONMENTAL MONITORING SITE

THIS EASEMENT is entered into this 25TH day of June, 2026 by and between **Sunfield Homes Inc & Freemarr Development Inc**, with a mailing address of **9040 Tryfon Blvd. A104 Trinity, FL 34655**, hereinafter collectively called "Grantor" to the **City of Zephyrhills, Florida**, a municipal corporation, whose address is **5335 8th St., Zephyrhills, FL 33542**, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive, perpetual easement (subject to the relocation provisions hereon concerning the access rights granted herein) over, under, across, and through the real property described on **Exhibit A attached hereto** (the "Easement Area") for the purpose of installing, constructing, operating, inspecting, sampling, testing, monitoring, maintaining, repairing, replacing, and removing groundwater monitoring wells and related equipment, facilities, and appurtenances associated with an environmental monitoring site, together with the right to collect, use, retain, and transmit environmental monitoring data to applicable governmental or regulatory authorities, including the Southwest Florida Water Management District; together with reasonable right of ingress and egress across portions of Grantor's adjacent land as necessary to obtain access to the Easement Area from Wire Road in locations approved by Grantor in writing from time to time, subject to the terms and conditions hereof, to access the Easement Area as necessary for the use and enjoyment of the Easement Area as set forth herein. The access easement rights conveyed herein are for access purposes and do not convey any right to install improvements or utilities, such as cable television service lines, or make any improvements within the access easement area.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement, the easement herein granted being subject to covenants, restrictions, easements, liens and encumbrances of record and the following:

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is not inconsistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for any utility services or other purposes which do not materially interfere with the rights herein granted to Grantee, including, without limitation,

the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All associated equipment related to the Environmental Monitoring Site to be installed within the Easement Area (the "Associated Equipment") will be installed, operated and maintained at all times above and/or beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same; provided, however, that the Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) After any installation, construction, repair, replacement or removal of any Associated Equipment as to which easement rights are granted, Grantee shall refill any trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

(d) Grantee shall (i) promptly pay or cause to be removed any liens filed against the Easement Area or Grantor's other real property as a result of any actions taken by or on behalf of Grantee or any party claiming a right to enter upon the Easement Area by, through or under Grantee, including, but not limited to, Grantee's employees, agents or contractors; (ii) promptly repair and restore the surface of the Easement Area or Grantor's other real property and any of the improvements thereon or therein based on damage to the same caused by the use of Grantee, its employees, agents or contractors, to substantially the same condition existing immediately prior to Grantee or its employees', contractors' or agents' entry thereon; and (iii) subject to the limits of liability set forth in Section 768.28, Florida Statutes, indemnify, defend and hold Grantor harmless from and against all claims, damages or losses suffered or incurred and caused by Grantee or its employees, contractors or agents entering on to the Easement Area or by such parties' use of the easements and other rights granted to Grantee herein.

(e) All easements and rights granted to Grantee herein shall be utilized in accordance with all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters; provided, however, nothing herein shall be deemed to impose on Grantor any obligation to maintain or see to the proper utilization of facilities located in or on the Easement Area by Grantee or any party claiming by, through or under Grantee.

(f) In no event shall the Easement Area be altered or changed in any manner so as to prevent the use of the Easement Area to provide access to Grantor's adjacent property without the written consent of Grantor, which shall not be unreasonably withheld.

(g) Nothing contained herein shall be construed as a fee simple dedication of the Easement Area to Grantee or any other governmental or quasi-governmental body or agency.

(h) The easements rights granted herein are limited to Grantee, its employees, agents and contractors, and nothing set forth herein shall be construed to grant a right of the general public to use the easement rights granted herein or to access the Easement Area.

(i) The parties hereto acknowledge that portions of Grantor's real property adjacent to the Easement Area may be within gated portions of a subdivision or that may be gated to prohibit access by the general public. Grantor shall ensure that at all times Grantee has gate codes or a remote gate entry device to ensure that Grantee, employees, agents and contractors have access to all portions of the Easement Area, including any gated areas within the Easement Area.

(j) Grantor, in its sole discretion, may define the area through Grantor's adjacent property through which Grantee shall have access to the Easement Area from time to time, and Grantor may limit such portions of the affected real property by recording an amendment or supplement to this Easement and providing Grantee with such recorded amendment or supplement; provided, however, that any such relocated access areas shall at all times provide access from Wire Road to the Easement Area and provide stabilized access for an automobile to access the Easement Area. Grantee acknowledges that portions of the Easement Area will be part of roadways to be constructed within a development and that the construction of such roadways may result in temporary periods where alternative access may be required.

4. This Easement and all of the conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land and binding upon and inuring to the benefit of Grantor and Grantee, and their respective heirs, successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

***** Remainder of Page Intentionally Left Blank *****

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Clayton Buck
Witness

Clayton Buck
Print Name

9040 Tryfon Blvd. A104
Address Trinity, FL 34655

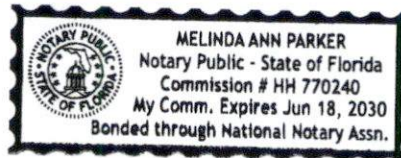
Jennifer Orsi
Witness

Jennifer Orsi
Print Name

9040 TRYFON BLVD, A104
Address TRINITY, FL 34655

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 25 day of June, 2026 by Patricia Buck who is personally known to me or has produced _____ as identification.



Melinda Ann Parker
Notary Public

[SIGNATURE PAGE OF GRANTEE TO FOLLOW]

*** Remainder of Page Intentionally Left Blank ***

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF ZEPHYRHILLS, FLORIDA

By:

City of Zephyrhills, Council President

ATTEST:

Ricardo Quinones, City Clerk

Approved as to Form and Content

By: _____
Matthew E. Maggard, City Attorney

***** Remainder of Page Intentionally Left Blank *****

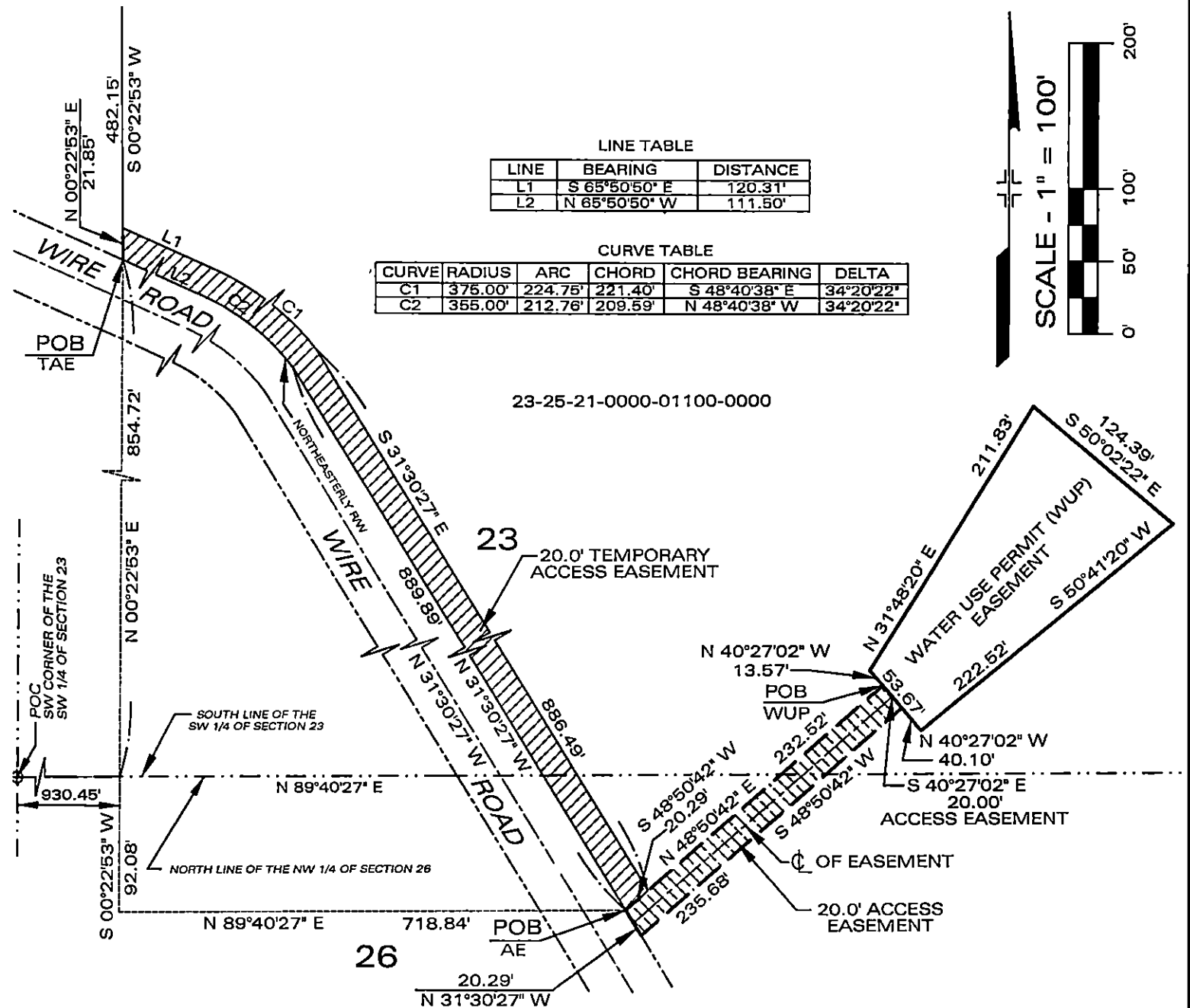
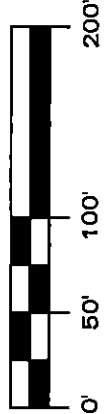
EXHIBIT "A"
Easement Description:

SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	S 65°50'50" E	120.31'
L2	N 65°50'50" W	111.50'

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	375.00'	224.75'	221.40'	S 48°40'38" E	34°20'22"
C2	355.00'	212.76'	209.59'	N 48°40'38" W	34°20'22"

SCALE - 1" = 100'



LEGEND

- DENOTES TEMPORARY ACCESS
 EASEMENT (TAE)
 DENOTES ACCESS EASEMENT (AE)
 DENOTES TIE LINE
 DENOTES EDGE OF PAVEMENT
 DENOTES RIGHT-OF-WAY LINE
 DENOTES SECTION LINE
 DENOTES 15.00 FOOT TEMPORARY
 ACCESS EASEMENT
 DENOTES 20.0 FOOT ACCESS EASEMENT
 DENOTES CENTERLINE
 DENOTES LINE NOT DRAWN TO SCALE

SKETCH AND DESCRIPTION
SEE SHEET 1 OF 2 FOR NOTES

GENERAL LEGEND

PLS	- Professional Lend Surveyor	
POB	- Point of Beginning	WUP - Water Use Permit
(D)	- Deed or Description	Easement
(C)	- Computed Data	AE - Access Easement
(P)	- Plat	POC - Point of Commencement
(F)	- Field Data	
IP	- Iron Pipe	TAE - Temporary Access Easement
IR	- Iron Rod	
PCP	- Permanent Control Point	
PRM	- Permanent Reference Monument	
S	- Set	(M) - Measured
CM	- Concrete Monument	(R) - Radial
PC	- Point of Curvature	(NR) - Non Radial
PT	- Point of Tangency	RRS - Railroad Spike
R/W	- Right of Way	N&D - Nail and Disk
OR	- Official Records	PG - Page
AC	- Air Conditioner	FD - Found
CL	- Center Line	COR - Corner

REVISIONS

**SIMMONS, BEALL AND
TREBOUR, LLC**

PROFESSIONAL LAND SURVEYORS & MAPPERS
LB# 8382

SB

P.O. BOX 1297
38739 C.R. 52
DADE CITY, FLORIDA 33526
(352) 567 - 0048
sdtrebour@sbturveying.net



Date of Survey : _____ Drawn by : **SS**
Date of Plat : **08-29-2025** Checked by : **SDT**
Job Number : **2024-084** Sheet : **2 OF 2**

CERTIFIED TO: CITY OF ZEPHYRHILLS

DESCRIPTION

SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA

20.0' TEMPORARY ACCESS EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA. THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, NORTH 89°40'27" EAST, A DISTANCE OF 930.45 FEET; THENCE LEAVING SAID SECTION LINE NORTH 00°22'53" EAST, A DISTANCE OF 864.72 FEET FOR A POINT OF BEGINNING OF THE TEMPORARY ACCESS EASEMENT, CONTINUE NORTH 00°22'53" EAST, A DISTANCE OF 21.85 FEET; THENCE SOUTH 65°50'50" EAST, A DISTANCE OF 120.31 FEET; THENCE ALONG THE ARC OF TO A CURVE TO THE RIGHT, 224.75 FEET (SAID CURVE HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 34°20'22", AND A CHORD BEARING AND DISTANCE OF S 48°40'38" E, 221.40 FEET); THENCE SOUTH 31°30'27" EAST, A DISTANCE OF 886.49 FEET; THENCE SOUTH 48°50'42" WEST, A DISTANCE OF 20.29 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF WIRE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 31°30'27" WEST, A DISTANCE OF 889.90 FEET; THENCE ALONG A CURVE TO THE LEFT, 212.76 FEET, (SAID CURVE HAVING A RADIUS OF 355.00 FEET, DELTA ANGLE OF 34°20'22", AND A CHORD BEARING AND DISTANCE OF N 48°40'38" W, 209.59 FEET); THENCE NORTH 65°50'50" WEST, A DISTANCE OF 111.50 FEET TO THE POINT OF BEGINNING.
EASEMENT CONTAINING 24457.13± SQUARE FEET .

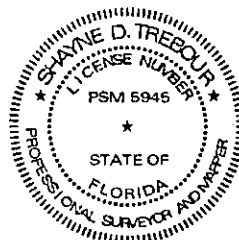
20.0' ACCESS EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA. THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, NORTH 89°40'27" EAST, A DISTANCE OF 930.45 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 00°22'53" WEST, A DISTANCE OF 92.08 FEET; THENCE NORTH 89°40'27" EAST, A DISTANCE OF 718.84 FEET FOR A POINT OF BEGINNING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WIRE ROAD; THENCE NORTH 48°50'42" EAST, A DISTANCE OF 232.52 FEET; THENCE SOUTH 40°27'02" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 48°50'42" WEST, A DISTANCE OF 235.68 FEET, TO THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF WIRE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 31°30'27" WEST A DISTANCE OF 20.29 FEET TO THE POINT OF BEGINNING.
ACCESS EASEMENT CONTAINING 4,681.83 SQUARE FEET MORE OR LESS.

WATER USE PERMIT EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA. THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, NORTH 89°40'27" EAST, A DISTANCE OF 930.45 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 00°22'53" WEST, A DISTANCE OF 92.08 FEET; THENCE N 89°40'27" E, A DISTANCE OF 718.84 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WIRE ROAD; THENCE N 48°50'42" E, 232.52 FEET FOR A POINT OF BEGINNING; THENCE N 40°27'02" W, A DISTANCE OF 13.67 FEET; THENCE N 31°48'20" E, A DISTANCE OF 211.83 FEET; THENCE S 50°02'22" E, A DISTANCE OF 124.39 FEET; THENCE S 50°41'20" W, A DISTANCE OF 222.52 FEET; THENCE N 40°27'02" W, A DISTANCE OF 40.10 FEET TO THE POINT OF BEGINNING.
CONTAINING 19,011.21 SQUARE FEET MORE OR LESS.

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY SHAYNE D. TREBOUR PSM NO. 5945
ON 09-03-2025



Shayne D. Trebour
Digitally signed by
Shayne D Trebour
Date: 2025.09.03
13:37:35 -04'00'

PREPARED BY:

SHAYNE D. TREBOUR
Professional Surveyor and Mapper
Number 5945

NOT VALID UNLESS IMPRINTED WITH RAISED SEAL
OR DIGITAL SEAL AND DIGITAL SIGNATURE

NOTES

1. THIS MAP REPRESENTS A SKETCH AND DESCRIPTION. NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. DESCRIPTION SHOWN HEREON CREATED PER THIS MAP.
4. ALL BEARING AND DISTANCES SHOWN HEREON ARE FIELD DERIVED MEASUREMENTS AND BASED ON THE FLORIDA STATE PLANE GRID SYSTEM AS MEASURED BY GPS OBSERVATIONS .
5. ANY REPRODUCTION OR DISTRIBUTION OF THIS SURVEY MAP OR REPORT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR IS STRICTLY PROHIBITED. THIS SURVEY MAP OR REPORT IS VALID ONLY TO THOSE INDIVIDUALS OR ENTITIES NAMED HEREON. THE SIGNING SURVEYOR ASSUMES NO RESPONSIBILITY TO ADDITIONAL PARTIES FOR ITS UNAUTHORIZED USE.

SKETCH AND DESCRIPTION

GENERAL LEGEND	
PLS	- Professional Land Surveyor
POB	- Point of Beginning WUP - Water Use Permit
(D)	- Deed or Description Easement
(C)	- Computed Data AE - Access Easement
(P)	- Plat POC - Point of Commencement
(F)	- Field Data TAE - Temporary Access Easement
IP	- Iron Pipe
IR	- Iron Rod
PCP	- Permanent Control Point
PRM	- Permanent Reference Monument
S	- Set (M) - Measured
CM	- Concrete Monument (R) - Radial
PC	- Point of Curvature (NR) - Non Radial
PT	- Point of Tangency RRS - Railroad Spike
R/W	- Right of Way N&D - Nail and Disk
OR	- Official Records PG - Page
AC	- Air Conditioner FD - Found
CL	- Center Line COR - Corner

REVISIONS	

SIMMONS, BEALL AND TREBOUR, LLC	
PROFESSIONAL LAND SURVEYORS & MAPPERS LB# 8382	
P.O. BOX 1297 36739 C.R. 52 DADE CITY, FLORIDA 33526 (352) 667 - 0048 sdtrebour@sbtsurveying.net	
Date of Survey :	Drawn by : SS
Date of Plat : 09-03-2025	Checked by : SDT
Job Number : 2024-084	Sheet : 1 OF 2
CERTIFIED TO: CITY OF ZEPHYRHILLS	

CONSENT ITEMS 1.3

Utility Service Agreement **45-2026-06** for T4 HOLDINGS II-A LLC (38714 C Ave)

Issue:

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

Background:

The property is located outside the city limits, but within our utility service area. The property is located in the South East corner of 9th Street and C Avenue.

Attachment(s):

1. 45-2026-06 T4 HOLDINGS II-A LLC

Fiscal Impact:

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

Staff Recommendation:

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

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 28th day of May, 2026, between
T4 Holdings II-A LLC hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

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

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

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

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

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

Physical Address: 38714 C Ave Zephyrhills, FL 33542

Parcel Identification Number: 14 26 21 0100 03500 0080

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 THAT PART OF TRACTS 35 & 46 LYING EAST
OF R/W SCL RR DESC AS COM NE COR TRACT 35 TH S89DEG 52'28"W 88.85 FT ALG NORTH LINE OF
TRACT 35 FOR POB TH S00DEG 06' 42"E 213.63 FT TH S89DEG 52' 28"W 125.00 FT TH N00DEG 06'
42"W 213.63 FT TH N89DEG 52' 28"E 125.00 FT TO POB TOGETHER WITH AN EASEMENT FOR
INGRESS & EGRESS OVER & ACROSS WEST 30.00 FT OF EAST 243.85 FT OF TRACTS 35 & 46 LESS
SOUTH 234.50 FT THEREOF AKA PCL 1 OR 6450 PG 799

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

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

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

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

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

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

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

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

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

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

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

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

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

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

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

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

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

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

CITY OF ZEPHYRHILLS

ATTEST
CITY CLERK

BY: PRESIDENT OF CITY COUNCIL

BY: MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

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

WITNESS my hand and official seal in the State and County aforesaid this 30 day of June, 2026.

(SEAL)
[Signature]
Witness Signature
Michael Louzada
Witness Printed Name
Dya
Witness Signature
Diego Hernandez
Witness Printed Name
[Signature]
Witness Signature
Briana Buzbee
Witness Printed Name
Wendy Alaraz
Witness Signature
William Saez
Witness Printed Name

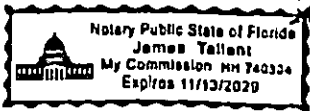
NOTARY PUBLIC
My Commission Expires:
JESS UGEON
748104AF3FC68C
Applicant Signature
Applicant Printed Name
DocuSigned by:
JESS UGEON
748104AF3FC68C
Applicant Signature
Applicant Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

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

WITNESS my hand and official seal in the State and County aforesaid this 30 day of June, 2026

(SEAL)



[Signature]
NOTARY PUBLIC
My Commission Expires:

Entity Name

Florida Limited Liability Company
T4 HOLDINGS II-A LLC

Filing Information

Document Number	L25000261114
FEI/EIN Number	NONE
Date Filed	06/03/2025
Effective Date	06/03/2025
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/01/2026
Event Effective Date	NONE

Principal Address

4532 W KENNEDY BLVD #452
TAMPA, FL 33609

Changed: 05/28/2026

Mailing Address

7901 4TH ST N STE 300
ST.PETERSBURG, FL 33702

Changed: 05/01/2026

Registered Agent Name & Address

NORTHWEST REGISTERED AGENT LLC
7901 4TH ST N STE 300
ST.PETERSBURG, FL 33702

Name Changed: 05/01/2026

Address Changed: 05/01/2026

Authorized Person(s) Detail

Name & Address

Title MGR

F4V 711 LLC
530-B HARKLE ROAD STE 100
SANTA FE, NM 87505

Annual Reports

IN WITNESS WHEREOF, each party has executed this Operating Agreement or a counterpart hereof on the 3rd day of June, 2025.

The undersigned Manager and Member hereby execute and agree to be bound by the terms of this Operating Agreement for T4 HOLDINGS II-A LLC, copy of which has been delivered to the undersigned.

**MEMBER AND MANAGER:
T4 HOLDINGS II-A LLC,**

Signed by:

Jess Ligon

0FA7D44C443A4C3...

Jess Ligon

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813.544.8444

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provided above. Each party shall be required to update its automatic disclosure as new information that might be relevant to the issues in arbitration is learned by that party. In addition to the initial and updated automatic disclosure, each party may engage in discovery in the form of written interrogatories, depositions of witnesses, and requests for the production, inspection, and copying of documents to the same extent as allowed by the Florida Rules of Civil Procedure, as modified herein. The time for responding to discovery requests shall be ten (10) days. All discovery shall be completed within two (2) months after the appointment of the panel of arbitrators, unless the time for discovery is extended for good cause by the panel. The costs, including attorneys' fees, of obtaining any information by way of interrogatory, deposition, or request for production that should have been provided by the other party by way of automatic disclosure shall be borne by the party who failed to make full automatic disclosure as provided above. The arbitration panel shall decide any disputes regarding discovery.

16.17 Tenants By The Entireties Ownership. If and when any Membership Interest is owned by and between spouses as tenants by the entireties, then the Florida Law of Tenants by the Entireties shall be controlling as between such spouses, in that upon the death of one spouse, the interest shall be automatically owned by the other spouse, and it shall require the joinder of both spouses to act with respect to a tenancy by the entireties ownership interest, notwithstanding any provision under this Operating Agreement to the contrary. Further, notwithstanding any provision under this Operating Agreement to the contrary, the Florida rules of tenancy by the entireties, and not the provisions under this Operating Agreement, shall apply with respect to any obligation herein imposed, such that any Florida resident married couple owning their Membership Interest as tenants by the entireties are considered as one entity until after the death of one of them. Therefore such couple shall be considered one Member for all voting purposes, it shall require joint approval of married members owning their interests as tenants by the entireties to take any action with respect to such Membership Interest, and this Operating Agreement shall be construed accordingly. Any and all ownership interests held in the Company by two spouses before execution of this Agreement shall be considered as transferred by them to themselves as Tenants by the Entireties if such interest were not owned as Tenants by the Entireties before execution hereof. If one spouse is referred to as a Manager and the other spouse is not referred to as a Manager under this Agreement or by subsequent agreement or designation, then the spouse that is referred to as a Manager shall be considered a Manager, with the Manager designation being separate and apart from the tenancy by the entireties common membership status of both spouses.

16.18 Rights of Creditors and Third Parties. This Agreement is entered into among the Members and the Managers for the exclusive benefit of the Company, its Members, Managers and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party has any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise. A creditor of a Member may not cause dissolution of the Company. A judgment creditor of a Member shall be entitled only to have the Interest of the Member charged with payment of the unsatisfied amount of the judgment with interest to the extent provided under applicable law. To the extent so charged, the judgment creditor shall have only the rights of an Assignee with respect to the Interest. Nothing in this Agreement shall be deemed to deprive a Member of the benefit of any exemption laws applicable to the member's Interest, or to make any creditor or third party a beneficiary of this Agreement.

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forth herein. Expressly excluded from mediation and arbitration are disputes relating to injunctions, writs of possession, recovery of property under a security agreement, and other equitable relief.

(a) **Mediation.** If any party hereto wishes to resolve an issue arising out of or relating to this Operating Agreement, then such party must first give notice of a request for mediation to the other party which notice shall set forth the names of not less than four (4) court approved mediators from the lists available from the Circuit Court of Pinellas County or such other mediators on whom the parties may agree. The party receiving such notice shall choose one or more of such mediators within seven (7) days of receipt of such notice and a mediation conference will be scheduled as soon as feasible between the parties and their respective advisors, and the parties and their advisors will cooperate fully with respect to sharing of information and attendance at meetings in order to seek resolution. If the party receiving notice does not choose a mediator within seven (7) days of receipt of such notice, then the party who has sent such notice may choose the applicable mediator or mediators and may schedule the mediation conference. If resolution of the issues between the parties cannot be resolved in mediation within twenty (20) days of the selection of a mediator, then the matter shall be presented to formal arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association as provided below.

(b) **Arbitration.** If mediation is unsuccessful, then the parties shall resolve the issue in arbitration. The arbitration shall be conducted in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association, except as provided herein. The arbitration shall be conducted with a panel of three (3) arbitrators to be retained by the parties, or to be appointed by the American Arbitration Association if the parties cannot agree, provided that if the amount in dispute does not exceed \$250,000 then a single arbitrator shall be selected unless one party or the other requests three (3) arbitrators and agrees to pay in full for two (2) of the three (3) arbitrators notwithstanding the outcome of the arbitration and the award of attorneys' fees and costs that may otherwise apply. Arbitration shall take place within thirty (30) days after the completion of discovery as provided below and the decision of the arbitration panel shall be binding upon the parties for all purposes. The arbitration panel is expressly authorized to award all reasonable fees and costs, including attorneys' fees, to the prevailing party against any party who has violated this Operating Agreement.

(c) **Discovery in Arbitration.** Each party will cooperate fully with respect to sharing of information in all arbitration proceedings. Within ten (10) days of the appointment of the panel of arbitrators, each party shall send to each other party copies of all documents, agreements, contracts, reports, charts, correspondence, notes, files, photographs, videotapes, audiotapes, and any other tangible thing that might be relevant to the issues pending in arbitration. Additionally, within ten (10) days of the appointment of the panel of arbitrators, each party shall send to each other party a list of the names, addresses, and telephone numbers of fact witnesses and expert witnesses who have information that might be relevant to the issues pending in arbitration. The party preparing the list shall also indicate which witnesses it plans to call in the arbitration hearing. Any documents claimed by a party to be privileged and exempt from discovery (as provided under the Florida Rules of Civil Procedure) must be identified by the party claiming the privilege. Any document not so identified shall be considered to be not exempt and shall be provided to each other party as

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(iii) All papers which may be deemed necessary or desirable to effect the termination of the Company; and

(iv) All such other instruments, documents, and certificates which may from time to time be required by the laws of the state of Florida, or any other state in which the Company is conducting business, including any and all certificates as required by fictitious name or assumed name statutes or to effectuate, implement, continue and defend the valid existence of the Company; and

(b) Amend this Operating Agreement, from time to time, if such amendments shall become necessary and desirable, and shall have been approved in the manner set forth in Section 16.09 hereof, if such approval is required by this Operating Agreement. No consent of the Members in the manner set forth in Section 16.09 shall be required under Section 16.09 if such amendment executed by the Manager as an attorney-in-fact pursuant to this Section 16.14 shall not:

- (i) Reduce the obligations of the Manager;
- (ii) Affect the restrictions regarding the assignment of a Membership Interest;
- (iii) Amend this Section 16.14;
- (iv) Modify the term of the Company; or
- (v) Reduce the rights or interests or enlarge the obligations of any Member without his or her written consent.

The Power of Attorney granted pursuant to this Section 16.14 is a special Power of Attorney coupled with an interest, is irrevocable, and shall survive the death or disability of each Member. It is binding upon each Member and his or her successors and assigns hereunder and may be exercised by any attorney-in-fact hereunder by listing the names of the Members of the Company followed by a single signature of the executing attorney-in-fact for all of the persons whose names are so listed.

The executing attorney-in-fact shall promptly notify the Members of any documents or amendments executed by it pursuant to this Article.

16.15 Investment Expertise. Each Member warrants that he or she has the investment expertise to be a Member.

16.16 Mediation and Arbitration. It is the intention of the parties that no dispute under this Operating Agreement, except as expressly provided in this section, will be the subject of any court action or litigation in the court system. The parties recognize that the problem resolution processes of mediation and arbitration are proper to resolve most issues between the parties. It is the intention of the parties that this Operating Agreement shall be construed and interpreted in a fair and equitable manner based upon the facts and circumstances of the parties taking into account the present intention of the parties to have a fair and equitable agreement under the terms and conditions set

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16.07 Counterparts. This Operating Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, but all of such counterparts shall constitute one and the same Operating Agreement.

16.08 Entire Agreement. This Agreement constitutes the entire Operating Agreement between the Members and supersedes all prior agreements and undertakings with respect hereto among them.

16.09 Amendment. Except as otherwise herein provided, this Operating Agreement may only be amended upon the written consent of the Manager then acting and 100% of the Members then existing who have been appropriately accepted as Members and parties under this Operating Agreement.

16.10 Binding Upon Successors. Each and every provision hereof shall be binding upon and inure to the benefit of the heirs, personal representative, successor and assigns of the respective parties hereto except to the extent explicitly provided to the contrary herein.

16.11 Severability. Every provision hereof is intended to be severable, and, if any term or provision hereof is illegal or invalid for any reason, such provision shall be invalid, but such illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

16.12 Captions. The titles and captions contained herein are for convenience only and shall not be deemed a part of the context of this Operating Agreement.

16.13 Numbers and Gender. Where the context so indicates, the masculine shall include the feminine and neuter, the singular shall include the plural and person shall include corporation, form or other entity.

16.14 Power of Attorney. Each Member hereby agrees that by execution hereof, he or she makes, constitutes and appoints the Manager as true and lawful attorney in his or her name, place and stead, with the power of substitution and re-substitution, to:

(a) Make, execute, sign, acknowledge and file with respect to the Company:

(i) One or more Articles of Organization as may be necessary or desirable and any amendments or restatements thereof, as well as additional copies of this Operating Agreement and one or more amendments to this Operating Agreement and other original, amended or modified Articles of Organization, or other document required pursuant to the law or the laws of any state in which the Company conducts business to constitute or maintain the Company;

(ii) Such amendments as may be required from time to time by law or pursuant to the provisions of this Operating Agreement to reconstitute and continue the business of the Company in accordance with the provisions of this Operating Agreement;

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15.06 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of the property in the process of liquidation shall be credited or charged to the Members in the manner specified in Section 15.03. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed in kind and its adjusted basis shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the manner specified in Section 15.03.

ARTICLE SIXTEEN **MISCELLANEOUS PROVISIONS**

16.01 Notices. Except as may be otherwise specifically provided in this Operating Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt, to the address set forth in Section 3.02 of this Operating Agreement, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

16.02 Applicable Law. This Operating Agreement shall be construed under and in accordance with the laws of the State of Florida.

16.03 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents that become reasonably necessary to (i) effectuate and carry out the Company created by this Operating Agreement, (ii) more clearly establish the rights of one or more parties under this Agreement, provided that any such additional documents, instruments, or amendments hereto will not deprive any party hereto of substantive legal or economic rights that were not intended to be limited or reduced under this Agreement. This will include resigning of this Agreement if there is any question as to the genuineness or validity of any signature, a need for witnesses and notarization, or to add a provision that is necessary to make some or all of the obligations set forth herein enforceable pursuant to applicable law. Any dispute with respect to whether this provision should be applicable shall be resolved by mediation if possible, or arbitration, if necessary, pursuant to the terms of Section 16.16 below, or may be determined by a court of competent jurisdiction if there is any reason that a mediation or arbitration is not conducted.

16.04 Headings. The headings used in this Operating Agreement are used for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Operating Agreement.

16.05 Parties Bound. This Operating Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Operating Agreement.

16.06 Legal Construction. If any one or more of the provisions contained in this Operating Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Operating Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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the Company property. Upon the dissolution of the Company, the Manager shall wind up the affairs of the Company, shall liquidate the assets of the Company as promptly as possible, and shall distribute the assets of the Company. If for any reason there is no Manager, or if they refuse to serve, or are incapable of serving, the holders of the majority of the Membership Units may appoint or designate a Trustee in Liquidation who shall serve to wind up the affairs of the Company.

15.03 Distributions Upon Termination of the Company. Upon the dissolution and winding up of all business and investment affairs of the Company under state law and termination of the Company under the Internal Revenue Code, the Members shall continue to share profits and losses during liquidation of Company assets, in the same proportion as before dissolution. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

- (a) Payment to creditors of the Company, other than Members, in the order of priority provided by law, although an appropriate reserve may be maintained for any contingent liability until said contingent liability is satisfied, and the balance of such reserve, if any, shall be distributed as further provided herein;
- (b) Payment to the Members for loans made by them to the Company in the order provided by law;
- (c) Payment to the Members in proportion to their unreturned Capital Contributions; and
- (d) Payment to the Members in proportion to their relative positive capital account balances.

No Member may require the Company to have a court-supervised winding up, liquidation, and dissolution of the Company. No Member shall be entitled to demand a distribution to be made in Company property, but the Manager may make or direct property distributions to be made using the property's fair market value as of the time of distribution as the basis for making such distribution. If the Manager elects to make direct property distributions in liquidation, the Manager may allocate the fair market value of any asset distributed to the receiving Member's pro rata share of the liquidated value of the Company in full or partial satisfaction of such Member's claim on the liquidation proceeds, such that the Manager is not required to distribute a proportionate interest of each asset to the respective Members but may, instead, distribute undivided assets to any individual Member.

15.04 Instruments of Termination. Upon the termination of the Company, the Manager (or special liquidator as the case may be) shall make such filings and to such other acts as shall be required by state law and the Members hereby agree to execute and deliver to the Manager or special liquidators, as the case may be, such certificates or documents as shall be so required.

15.05 Continuation of Company. The occurrence of an event of dissolution shall not cause the dissolution of the Company if the remaining Managers, if any, or if none, a majority of the remaining Members elects to continue the business of the Company.

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ARTICLE THIRTEEN
ADMISSION OF ADDITIONAL MEMBERS

Additional Members shall be admitted only upon approval of a majority of Members, and in addition only upon satisfaction of any and all requirements set forth under Section 12.04, subject to the exceptions set forth in Section 12.05 or as otherwise explicitly set forth under any other provision of this Agreement. In the event of any conflict or ambiguity between this Article and Section 12.04, Section 12.04 shall apply. Further, additional Members will be admitted only for valid and reasonable compensation paid in exchange for any Membership Interest that is assigned to such additional Members, unless one or more of the exceptions stated in Section 12.05 are applicable.

ARTICLE FOURTEEN
WITHDRAWAL OF MEMBERS

No Member shall have a right to withdraw from the Company before the Company dissolves and liquidates, except as provided in this Section. No Member shall have any right to withdraw from the Company or demand the return of any portion of his or her agreed Capital Contribution or capital account in money or property from the Company without the prior written consent of the majority of Members, which consent may be withheld in their discretion. A Member shall not have the right to withdraw or retire from the Company unless such Member has transferred all Company Membership Units held by such Member to one or more third parties in accordance with the provisions of this Operating Agreement, and each transferee of such Membership Units has been admitted to the Company as a substituted Member. No Member shall have the right to receive property other than cash from the Company, except that the Manager may, from time to time, direct the Company to make distribution of property other than cash to the Members. No Member shall have the right to bring an action for partition against the Company with regard to any of its property or to cause the termination or dissolution of the Company by court decree or as may be permitted under state law, such rights being specifically waived by the Members. Notwithstanding anything in this Operating Agreement to the contrary, the restrictions contained in this Article related to the withdrawal of a member shall also apply to the termination of a membership of a member.

ARTICLE FIFTEEN
TERMINATION OF THE COMPANY

15.01 Events of Termination. The Company shall be terminated and dissolved, and its assets liquidated pursuant to Section 15.03 hereof upon the first to occur of:

(a) The date for termination as set forth under Article Four of this Operating Agreement; or

(b) Sixty (60) days after the receipt by the Manager of unanimous written consent to termination executed by all of the Members.

15.02 Winding Up of Company Affairs. The Company shall continue to exist following the happening of any of the foregoing events solely for the purpose of winding up its affairs in accordance with state law, including, without limitation, in the sole discretion of the Manager, any period during which instalment payments are being made to the Company as a result of the sale of

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any entity taking ownership must join in this Agreement to be responsible for all obligations of the Member.

If an interest of a Member is transferred pursuant to subsections (a), (b), (c) or (d) above, the transferee shall become a substituted Member upon the completion of the requirements listed in subsections 12.04(b) and (c) of this Agreement. If required by state law, an amendment to the existing Articles of Organization shall be filed and recorded. For the purposes of this Section, "Immediate Family" is defined to mean the Member's father or mother, spouse, brother or sister, and children and other lineal descendants of all generations.

12.06 Rights of Assignee. If an assignee is not admitted as a Member of the Company pursuant to Section 12.04, above, then such assignee shall not have any right to be shown as a Member of record of the Company, to participate in the Company affairs, to inspect any Company business records, bookkeeping records, or books of account, to receive information, directly or indirectly, from any Member about Company business, or to exercise any other right of a Member and until admitted as a Substitute Member. An assignee shall be obligated to make additional capital contributions required by this Operating Agreement.

12.07 Involuntary Assignment of an Interest of a Member who is a Manager. In the event a Manager who is a Member has its interest taken or encumbered by levy, foreclosure, charging order, execution, or other similar involuntary proceeding (a "taking"), the statutory or other involuntary assignee of a Member's interest shall only have the right to an allocation of profits and losses attributable to that Member's interest in the Company pursuant to this Operating Agreement and shall receive only the distributions attributable to that the Member's interest properly disbursed pursuant to this Operating Agreement and shall not, under any circumstances, have the right to interfere in the management or in the administration of the Company business, assets, or affairs, or to act in any manner as a Manager. In the event any exchange described herein would result in the Company not having a Manager whose interests have not been liened or charged as aforesaid, such exchange shall be delayed for a period not to exceed ten (10) days during which period the Members may elect, by a vote of majority in interest of the Membership Interests, a new Manager, or to dissolve the Company. A Manager shall give prompt notice to all other Members of any taking.

12.08 Membership Certificates. The Manager, in their sole and absolute discretion, may issue Membership Certificates to evidence the Membership Interests of the Company. If such Membership Certificates are issued, then they shall contain the following language, which clearly indicates that any transfer, assignment, conveyance, pledge, or other disposition of such Membership Certificates, and the Membership Interests evidenced thereby, is subject to the restrictions and other provisions contained in this Agreement and in applicable law:

The Membership Interests evidenced hereby are subject to all of the terms and provisions of the Operating Agreement of the Company dated 3rd day of June, 2025, and all amendments and are also subject to any separate written agreement that may exist between the within named owner of the Membership Interests and the Company, and are governed by the Uniform Commercial Code Article 8. Further, these Membership Interests may not be transferred, assigned, conveyed, pledged, or otherwise disposed of except in accordance with the terms of such Operating Agreement, and all amendments thereto, copies of which are on file with the principal office of the Company.

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other Members, until and unless such transferee is admitted as a substituted Member as provided herein. No Member shall have the power or authority to give the transferee of all or any portion of such Member's Membership Interest the right to become a substitute Member. No assignee or transferee of the whole or any portion of a Member's Membership Interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

(a) The Members, in their sole and absolute discretion, have unanimously consented in writing to the admission of the assignee as a substituted Member;

(b) A fully executed and acknowledged instrument of assignment has been filed by the assignor with the Company, and the same sets forth the intention of the assignor that the assignee become a substitute Member;

(c) The assignor and assignee execute and acknowledge such other instruments as the Manager may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Operating Agreement and his execution, acknowledgment, and delivery of a Power of Attorney to the Manager, the form and content of which shall be provided by the Manager; and

(d) A reasonable transfer fee, not exceeding \$2,000.00 has been paid by any assignee to the Company.

12.05 Exceptions. The restrictions applicable to assignment of Membership Interests contained in this Article Twelve shall not apply to the following:

(a) The transfer or disposition by will or intestacy to or for the benefit of the Member's descendants, or the transfer during the Member's lifetime, by gift or by inter vivos trust, to or for the benefit of the Member's Immediate Family, as defined below;

(b) The sale, transfer, assignment, pledge, encumbrance, or other hypothecation of such Membership Interest to any other Member under this Agreement;

(c) Any Membership Interest as a Member received as a gift under which the donor excluded such gift by reason of the annual gift tax exclusion under Internal Revenue Code Section 2503, as amended, to the extent provided herein. Such an interest so received shall be freely transferable by the Member receiving such gift and any transferee of such Member for a period of one hundred twenty (120) days after the receipt thereof. After the expiration of such one hundred twenty (120) day period, this exception shall no longer apply, and such Membership Interest shall be subject to the restrictions contained in this Article Twelve unless such Membership Interest has been transferred or sold during such one hundred twenty (120) day period, in which event the transfer limitations herein applicable shall not apply to such Membership Interest; or

(d) The transfer of some or all of a Member's ownership interest to a family limited partnership, trust, limited liability company or other entity which is owned solely for the benefit of the Member making the transfer or the Member's Immediate Family, provided that

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(e) Do any act which would make it impossible to carry on the intended or ordinary business of the Company;

(f) Confess a judgment against the Company; and

(g) Possess Company property or assign the rights of the Company in specific Company property for other than Company purposes.

11.02 Use of Company Assets. No Manager or Member shall use, directly or indirectly, the assets of the Company for any purpose other than carrying on the business of the Company for the full and exclusive benefit of the Company and all of its Members unless fair value is paid for such usage.

ARTICLE TWELVE **ASSIGNMENT OF MEMBERSHIP INTERESTS**

12.01 Nature of Membership Interest. A Membership Interest is personal property, regardless of the nature of the property owned by the Company.

12.02 Assignability of Membership Interests. A Membership Interest is assignable, in whole or in part, subject, however, to the right of first refusal in the remaining Members to acquire such interest pursuant to Section 12.03 of this Operating Agreement. In no event shall the assignee become, or exercise the rights of, a Member, unless the Manager, in its sole discretion, admits the assignee as a Member in the Company in accordance with the provisions of this Operating Agreement.

12.03 Right of First Refusal. In the event that a Member should desire to transfer all or a portion of the Membership Interests that such Member owns to an assignee that is not already a Member of the Company or a member of the Member's immediate family as defined in Section 12.05, such Member shall first offer, in writing, such interests for sale to the other Members. Attached to the offer shall be a statement of intention to transfer or encumber, the percentage interest involved in the proposed transfer, and all the terms of such proposed transfer. The other Members, within thirty (30) days after the receipt of such offer, at their option, may elect to purchase all, but not less than all, of the interests of the Company offered for sale under the terms of the proposed transfer. Such purchase shall be on a pro rata basis based upon percentage interests then held by the Members on the terms of the proposed transfer or encumbrance. If any Member declines to purchase and the remaining Members desire to purchase all of the Membership Interests being sold, they may, in that event elect to do so. The Members shall exercise their election to purchase by giving notice thereof to the transferor and to the Company. In either event, the notice shall specify a date for the closing of the purchase which shall be not more than thirty (30) days after the date of the giving of such notice. If the offer to sell, as provided herein, is not accepted by the Members, then the transferor may transfer said interests, provided that such transfer must be pursuant to the exact terms disclosed in the offer to sell as provided herein and the Transferee must be approved by the Company, which approval shall not be unreasonably withheld, and the Transferee must execute such documents as are reasonably requested by legal counsel for the Company.

12.04 Admission as Member. Any transferee of a Membership Interest shall have only the rights of an assignee under state law, regardless of whether such transfer was consented to by the

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the Members shall elect a new Manager or Managers by vote of a majority in interest. Any resignation shall not be effective until sixty (60) days after delivery of written notice to all Members, provided that any resignation of a sole Manager shall not be effective until a new Manager has been elected by the Members and such new Manager has accepted such appointment.

9.11 Indemnification Rights. Each Manager shall be entitled to be indemnified by the Company for actions or inactions relating to the conduct thereof, except to the extent caused by willful misconduct or fraud. Further, by a Majority of Voting Interests, the Manager or Managers may designate one or more professionals or companies to provide services for the Company, including services which might otherwise be provided by the Managers, in which event such third party or parties may be reasonably compensated for such services and reimbursed for applicable expenses.

ARTICLE TEN **MEMBER LIABILITY**

Except as herein provided, the liability of any Member, including any Member who is a Manager, with regard to the Company in all respects is restricted and limited to Capital Contributions provided for in this Operating Agreement. No Member, including any Member who is a Manager, as such, shall be personally liable for the debts, liabilities, or other obligations of the Company. The Capital Contributions of the Members shall be available for the debts, liabilities, or other obligations of the Company. The Members cannot be assessed to make additional Capital Contributions to the Company, except as required under Section 5.02 of this Operating Agreement. Any fiduciary duty of a Member as to conduct of the Company shall not result in any obligation to make additional Capital Contributions or to have any responsibility to creditors of the Company, whether directly or indirectly, as a result of such fiduciary duties and responsibilities.

ARTICLE ELEVEN **PROHIBITED TRANSACTIONS**

11.01 Prohibited Transactions. During the time of the organization or continuance of the Company, no Member or Manager shall do any of the following:

- (a) Use the name of the Company (or substantially similar name) or any trademark or trade name adopted by the Company, except in the ordinary course of the Company business;
- (b) Disclose to any non-Member any of the Company business practices, trade secrets, or any other information not generally known to the business community;
- (c) Do any other act or deed with the intention of harming the business operations of the Company;
- (d) Do any act in contravention of this Operating Agreement, except with the prior written consent of the majority in interest of all of the Members;

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9.05 Nominees. All Members recognize that sometimes there are practical difficulties in doing business as a Limited Liability Company, occasioned by outsiders seeking to satisfy themselves relative to the capacity of the Manager to act for and on behalf of the Company, or for other reasons. Therefore, the Members hereby specifically authorize the Manager to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the purpose of this Company, either in its own name or in the name of a nominee, without having to disclose the existence of this Company. If the Manager decides to transact the Company business in its own name or in the name of a nominee, it shall place a written declaration of trust in the Company books and records that acknowledges the nominee's capacity in which it acts and the name of the true or equitable owner, being the Company.

9.06 Major Decisions. The Manager, shall not take any action with regard to any of the matters enumerated below without the prior written consent of the majority in interest of all of the Members:

- (a) Executing and delivering any general assignment for the benefit of creditors of the Members, or filing or consenting to the filing of a petition under any federal or state bankruptcy, insolvency or reorganization law;
- (b) Doing any act which would make it impossible to carry on the business of the Company;
- (c) Making any decision or taking any action which, under the provisions of this Operating Agreement, is required to be approved by the Members; and
- (d) Doing any act in contravention of this Operating Agreement.

9.07 Fiduciary Duty of Managers. Each Manager acknowledges that all discretionary and administrative powers of a Manager under this Operating Agreement shall be considered as requiring effectuation in a fiduciary manner. This fiduciary duty on the part of a Manager is owed to both the initial and all subsequent Members, and to the Company, and shall be borne by each Manager notwithstanding anything in this Operating Agreement to the contrary.

9.08 Fiduciary Duty of Members. Each Member acknowledges that all obligations and powers of each Member under this Operating Agreement shall be considered as requiring effectuation in a fiduciary manner, which shall include but not be limited to an obligation to deal fairly and in good faith, to disclose any business opportunities directly pertaining to the business and/or properties of the Company, and to act with good business etiquette. This fiduciary duty on the part of the Member is owed to both the initial and all subsequent Managers and Members, and to the Company, and shall be borne by each Member notwithstanding anything in this Operating Agreement to the contrary.

9.10 Resignation of Manager. Any Manager may resign by delivery of written notice of same to each Member. Upon receipt of such notice, the resigning Manager or Managers shall have the power to appoint a successor, provided that if no succeeding Manager is named, the remaining Manager or Managers shall elect new Managers by a Majority of Voting Interests of the Managers, provided that if no succeeding Manager or Managers are named and no Manager or Managers remain,

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(a) Acquire or dispose of monies, investments, real estate, personal property, and other assets and activities (including any interest, dividends, or earnings thereon) for cash, securities, indebtedness, or other property or consideration, or any combination thereof upon such terms and conditions as the Manager may, from time to time, determine (including in instances where the property is encumbered, on either an assumption or a "subject to" basis);

(b) Acquire, own, hold, improve, manage, and lease such property, either alone or in conjunction with others through partnerships, limited partnerships, joint ventures, or other business associations or entities;

(c) Finance the Company's activities either with the seller of such property or by borrowing money from third parties, all on such terms and conditions as the Manager deems appropriate. In instances where money is borrowed for Company purposes, the Manager shall be, and hereby is, authorized to pledge, mortgage, encumber, and grant a security interest in Company properties for the repayment of such loans;

(d) Employ, retain, or otherwise secure or enter into other contracts with personnel or firms to assist in the acquisition, developing, improving, managing, and general operation of Company property, including, but not limited to, real estate brokers or agents, supervisory, development, and/or building management agents, attorneys, accountants, and engineers, all on such terms and for such consideration as the Manager deems advisable; and

(e) Take any and all other action which is permitted under applicable law and which is customary or reasonably related to the acquisition, ownership, development, improvement, management, leasing, and disposition of real, personal, or mixed property.

9.03 Compensation. The Manager or Managers shall not be entitled to receive compensation for acting as Manager unless otherwise agreed by the unanimous consent of the Members, but shall be entitled to reimbursement for reasonable expenses paid by the Manager or Managers arising out of the business of the Company. Such compensation and reimbursement may be paid as incurred or in arrears with interest at the predominant prime rate as reported in the Wall Street Journal from time to time.

Authority to Materially Change Company Business. The Members consent to allow the Manager to take any prudent action in implementing changes to the character and nature of the Company's business.

9.04 Limitation on Members' Powers. No Member, who is not a Manager, shall have any right or authority, either express or implied, to act for or bind the Company. Notwithstanding any other provision in this Operating Agreement to the contrary, Members are required to attend any meetings of the Limited Liability Company called by a majority vote of the Managers where the request of attendance has been made known at least thirty (30) days in advance and to actively participate therein. As compensation for attendance at meetings, each Member shall be entitled to reimbursement for eighty percent (80%) of reasonable expenses paid by a Member for travel and lodging as a result of attending any meeting of the Limited Liability Company, provided that such expenses are considered reasonable and necessary pursuant to the terms of the Internal Revenue Code and are thus tax deductible by the Member receiving such reimbursement.

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Income or loss to each Member from the operation of the Company. The cost of all of the above duties and services to be performed by the Manager shall be deemed an expense of the Company.

8.04 Company Bank Accounts. The Manager shall receive all monies of the Company and shall deposit the same in one or more bank accounts, brokerage accounts, nominee accounts, trustee accounts, or other accounts or forms of ownership as are deemed appropriate by the Manager in the Manager's discretion, which may be titled and held in the sole name of the Manager.

8.05 Company Expenses. The Company shall bear all costs and expenses attributable to the conduct of the business of the Company and the administration of the internal affairs of the Company, including, without limitation:

- (a) Expenses incurred with respect to the acquisition and sale of property by the Company;
- (b) Expenses incurred with respect to the management, operation, maintenance, leasing and ownership of the property;
- (c) Interest and principal payments, loan fees, loan commitment fees and other expenses related to the indebtedness of the Company;
- (d) Expenses related to the internal administration of the Company, such as expenses for accounting, legal and other professional services; and
- (e) Expenses incurred with respect to the formation of the Company.

8.06 Entity Classification Election. The Member intends that the Company shall be a disregarded entity for federal income tax purposes. Therefore, it is not intended that any notice will be filed with the Internal Revenue Service to have this LLC treated as a partnership or a corporation for federal tax purposes, and this Operating Agreement shall be construed and administered accordingly, notwithstanding any provision herein to the contrary.

ARTICLE NINE **MANAGEMENT OF COMPANY AFFAIRS**

9.01 Primary Management Provision. The Company shall be manager-managed, and the Manager of the Company shall be Jess Ligeon.

9.02 Control and Management. The Company shall be managed by its Manager as described in the Articles of Organization of the Company and Section 9.01 above. The Manager shall be elected and may be replaced from time to time by the majority in interest of the Members. Except as otherwise set forth herein, the Manager shall have sole and exclusive right to manage the business of the Company. Subject to any limitations expressly set forth in this Operating Agreement, the Manager shall have the power and authority to take whatever actions the Manager deems appropriate in connection with the management and conduct of the business and affairs of the Company, including, but not limited to, the following:

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partnership, the Member making such wrongful representation is liable to any other Member who incurs personal liability by reason of such wrongful representation.

ARTICLE SEVEN

DIVISION OF NET PROFITS AND NET LOSSES

7.01 Definition of Net Profits and Net Losses. The term "net profits and net losses" shall mean the net profits and net losses of the Company as determined for federal income tax purposes by the independent certified public accountant servicing the Company account.

7.02 Distributive Share of Net Profits and Net Losses. All net profits and net losses of the Company shall be allocated to the Members in proportion to the Membership Interests owned by each Member pro rata to ownership. HMembership Interests vary during the Company taxable year, such allocation shall be adjusted to account for such variation in interests using the pro rata per share, per day method.

7.03 Interim Distributions. Any distributions of cash or property by the Company to the Members prior to the termination and liquidation of the Company shall be pro rata to ownership, but advances from Members and affiliates thereof shall be repaid and shall be repaid before pro rata distributions. No Member or assignee of a Membership Interest shall have any right whatsoever to compel a distribution, except as provided in Article Fifteen upon termination of the Company. The Manager shall further have the sole right to determine the amount and timing of any distribution that is made before the termination of the Company. Notwithstanding anything herein to the contrary, it is the primary intent of the Company to retain Company funds in amounts determined in the sole discretion of the Manager to meet the reasonable needs of the business or investments of the Company and/or series and other needs as provided in this Operating Agreement. Distributions of funds or other Company assets, when made, shall only be made from the cash reserves which exceed the reasonable working reserves of the Company, as determined in the sole discretion of the Manager.

ARTICLE EIGHT

ACCOUNTING AND TAX MATTERS

8.01 Company Accounting Year. The Company's books and records and all required income tax returns shall be kept or made on the calendar year basis. The Manager shall determine whether the cash or accrual method of accounting is to be used in keeping the Company records.

8.02 Books and Records. The Manager shall keep at the principal place of business and, upon advance written notice, make available to all Members at any time during normal business hours, just and true books of account and all other Company records. The copying by a Member or his or her designated agent, of any part or all of such records, at the personal expense of that Member is specifically authorized.

8.03 Tax Information. Within ninety (90) days after the close of each calendar year of the Company, the Manager shall furnish to all Members any additional information needed or necessary to complete their federal and state income tax returns, including statements of the net distributable

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that no interest rate is specified at the time of the advancement or thereafter agreed upon, then the applicable interest rate shall be deemed to be the Prime Rate published in the Wall Street Journal, effective as of the date of the advancement, compounded annually.

ARTICLE SIX CAPITAL ACCOUNTS

6.01 Balances. An individual capital account shall be maintained for each Member on a cumulative basis. No Member shall receive any interest with respect to that Member's capital account nor shall have a right to demand the return of the contribution to the capital of the Company except as otherwise provided in this Operating Agreement with respect to the dissolution of the Company. The capital account of each Member shall consist of:

- (a) The original Capital Contribution to the Company by such Member; plus
- (b) Such Member's additional Capital Contributions, if any; plus
- (c) Such Member's distributive share of Company profits and gains; less
- (d) The amount of any distributions to such Member which result in a reduction in Company capital; and less
- (e) Such Member's distributive share of any losses or deductions of the Company.

6.02 Investment Company Avoidance Provision. The parties recognize that Internal Revenue Code Section 721(b) could require certain Members to recognize gain upon the contribution of appreciated assets to the Company if the Company is taxed as a partnership for federal tax purposes and is composed of more than eighty percent (80%) in marketable securities, and the contribution results, directly or indirectly, in the diversification of the contributing Members' interests in the underlying assets, thus leading to the classification of the Company as an "Investment Company." In order to avoid application of Section 721(b), each Member agrees not to make any contribution to the Company that would cause a taxable event under Internal Revenue Code Section 721(b). In the event of such a contribution, then to the extent necessary to avoid Investment Company status, the assets so contributed that would otherwise result in gain being recognized by the contributing Member shall be held as a separate capital account by the Company for the exclusive benefit of the contributing Member. The contributing Member shall be allocated all of the income and gains or losses (including dividends and both pre-contribution and post-contribution gains and losses) from the contributed property in such a manner as to avoid the application of Section 721(b) and to comply with the provisions of Section 704(b) and the applicable Treasury Regulations thereunder. Upon withdrawal from the Company, the withdrawing Member shall be returned the property originally contributed and/or any proceeds from the sale thereof.

6.03 No Partnership Intended. The Members have formed the Company pursuant to the Act, and expressly do not intend to form a partnership. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a

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3.02 Name and Address or Place of Residence of Member. The name and initial mailing address of the Member of this Company is as follows:

Jess Ligdon
12208 N Armenia Ave
TAMPA, FL 33612

**ARTICLE FOUR
TERM OF COMPANY**

The Company shall commence and begin business upon the acceptance of the Articles of Organization by the Secretary of State of Florida and shall continue in existence in perpetuity, unless sooner terminated, liquidated, or dissolved by law or as hereinafter provided.

**ARTICLE FIVE
CONTRIBUTIONS OF CAPITAL**

5.01 Initial Capitalization. The initial capitalization of the Company shall consist of, or has consisted of, monies and any other assets being contributed, or having been contributed, to the limited liability company. Contributions will be presumed to be capital contributions, but to the extent that one party contributes more than that party's pro rata share to ownership, such excess shall be considered an advance repayable upon thirty (30) days notice, with interest at the predominant prime rate as reported in the Wall Street Journal from time to time.

Initial Capitalization shall be pro rata to ownership. Any Member who delays in making his or her Capital Contribution by more than two (2) weeks from the Initial Contribution by a Member may be charged interest at the predominant prime rate as reported in the Wall Street Journal from time to time.

5.02 Future Contributions. Each Member may make additional Capital Contributions to the capital of the Company in cash or in property subject to the approval of the Manager. During any five-year period, each Member shall be required to make additional Capital Contributions to the capital of the Company in cash or in property in amounts as decided by a majority vote of both the Manager and Members, which may be for up to one-third of the gross value of the Company assets, as valued in good faith by a Majority of Voting Interests of the Managers, multiplied by the pro rata ownership interests of such Member. In no event shall a Member be personally liable for any losses, obligations, or debts of the Company in excess of his or her respective initial Capital Contribution. The first applicable five-year period described above shall begin when the Company has been formed and shall continue until this Operating Agreement has been executed by each party hereto, and shall continue until the fifth anniversary date thereof, after which there shall be subsequent consecutive five-year terms applicable under this Section 5.02 so long as this Operating Agreement is in effect.

5.03 Optional Advancements. If any Member should advance funds to the Company, the amount of any such advance shall not enlarge such Member's capital account or become part of such Member's agreed Capital Contribution unless specifically designated as such, but rather, in the absence of a specific designation as a Capital Contribution, shall be construed as a loan to the Company by such Member to be repaid with such interest as may be expressly set forth. In the event

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1.05 The term "Capital Contribution" means any cash, property, services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services, which a member contributes to the Company in his capacity as a Member.

1.06 The term "Membership Interest" means a member's ownership interest in the Company, including such Member's share of the profits and losses of the Company and the right to receive distributions of Company assets. The Membership Interest of each Member shall be the number of Membership Units owned by a Member divided by the total issued and outstanding Membership Units, with such quotient being expressed as a percentage.

1.07 The term "Membership Unit" shall mean a unit of limited liability company interest of a Member in the Company.

1.08 The term "person" means a natural person, partnership, limited partnership, trust, estate, association, corporation, or limited liability company.

1.09 The term "Act" shall mean the Florida Revised Limited Liability Company Act.

1.10 The term "Regulations" shall mean US Treasury Regulations.

ARTICLE TWO FORMATION AND PURPOSE OF COMPANY

2.01 Organization. The parties hereby form a Florida Limited Liability Company under the laws of the State of Florida, herein called the "Company." Further, the Membership Interests of the Members shall be governed by Article 8 of the Uniform Commercial Code.

2.02 Articles of Organization. A duly appointed representative has executed or shall immediately execute Articles of Organization and cause the Articles to be filed in the appropriate office. Thereafter, the Manager shall execute and cause to be filed and otherwise published, such original or amended certificates evidencing the formation and operation of this Limited Liability Company whenever the same may be required under the laws of the State of Florida and of any other states where the Company shall determine to do business. If this Operating Agreement has been executed before the filing of the Articles of Organization, then the Company shall be considered to exist upon the moment of filing of the Articles of Organization.

2.03 Purpose of Company. The purpose of the Company is to engage in any and all lawful business, investment, and associated activities permitted under applicable law.

ARTICLE THREE NAME AND PLACE OF BUSINESS

3.01 Name of Limited Liability Company. The name of the Company shall be T4 HOLDINGS II-A LLC. The business of the Company shall be conducted under this name and under any variations of this name that may be necessary to comply with applicable laws and of other states within which the Company may do business or make investments.

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**OPERATING AGREEMENT OF
T4 HOLDINGS II-A LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

**THIS OPERATING AGREEMENT is made effective the 3rd day of June, 2025, by
Jess Ligcon , manager owning a 100% Membership Interest (the "Manager"),
and T4 HOLDINGS II-A LLC, a Florida Limited Liability Company (the "Company").**

RECITALS:

WHEREAS, the Company has been formed as a Limited Liability Company pursuant to the provisions of the Florida Revised Limited Liability Company Act, as amended, hereinafter referred to as the "Company", on the terms and conditions and for the purposes set forth in this Operating Agreement; and

WHEREAS, the parties have elected to provide this Operating Agreement in order to have an appropriate corporate document and agreement to fulfill the purposes and functions hereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the mutual promises contained herein, the parties hereto agree that the following shall be considered the sole Operating Agreement of the Company, and shall apply in lieu of any previous Operating Agreement that may have existed, whether oral or written, and shall read as follows:

ARTICLE ONE

101 The terms "Company" and "LLC" mean T4 HOLDINGS II-A LLC.

102 The term "Manager" means any individual or other entity appointed as Manager pursuant to Section 9.01 of this Operating Agreement. If there is more than one Manager, the term "Manager" shall include the singular and the plural. No Manager shall have or receive any equity ownership or any ownership rights whatsoever in the Company by reason of being a Manager, unless such ownership interest or interests are separately acquired as approved by a Majority of Voting Interests of the Managers.

103 The term "Majority of Vote" shall mean the vote of more than 50% of the voting interests of the respective Members. For example, if one Member has a 50% vote and two other Members have 25% each votes, then it would require the assent of the Member with the 50% vote and one of the other Members to satisfy any requirement for a majority vote of the Members.

104 The term "Member" means any person or entity admitted as a Member in accordance with this Operating Agreement.

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Florida Department of State

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T4 HOLDINGS II-A LLC

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STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR LIMITED LIABILITY COMPANY

Pursuant to the provisions of sections 605.0114 or 605.0116, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

T4 HOLDINGS II-A LLC

1. Name of the limited liability company: _____

2. (a) _____ (b) _____

Principal office address of limited liability company:

(Note: MUST BE STREET ADDRESS)

7901 4th St N Ste 300

St. Petersburg FL 33702

Mailing address of limited liability company:

(Note: MAY BE POST OFFICE BOX)

7901 4th St N Ste 300

St. Petersburg FL 33702

06/03/25

L25000261114

3. _____ Date of filing/registration in Florida 4. _____ Document number

5. (a) **BEACON HILL CORPORATE SERVICES, LLC**

Registered Agent and Registered Office shown on the records of the Florida Dept. of State:

315 S PLANT AVE

Registered Office Address (MUST BE FLORIDA STREET ADDRESS)

TAMPA

FL 33606

Northwest Registered Agent LLC

(h) _____

Enter name of NEW Registered Agent and/or NEW Registered Office address:

7901 4th St N

NEW Registered Office Address:

STE 300

St. Petersburg

33702

FL

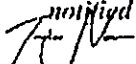
If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.


Signature of a member or authorized representative of a member

NAT SMITH

Printed or typed name of signee

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.



Signature of Registered Agent

CONSENT ITEMS 1.4

Work Order No. 26-179 with Kimley-Horn for Hot Spot Intersection Right-of-Way Acquisition Services [37-21-04]

Issue:

The proposed work order amendment provides professional right-of-way acquisition services necessary to secure fee-simple acquisitions and temporary construction easements required to implement the City's Hot Spot Intersection Improvement Program and advance identified transportation safety and capacity improvements to construction

Background:

As part of the City's ongoing Hot Spot Intersection Improvement Program, design efforts have identified the need for limited fee-simple acquisitions and temporary construction easements at several key intersections to facilitate the construction of planned transportation improvements. These improvements are intended to address existing operational deficiencies, improve traffic flow, enhance public safety, and accommodate continued growth within the City.

The proposed amendment to the existing continuing services agreement will provide specialized right-of-way acquisition support services necessary to secure the property interests required for project implementation. Services include preparation of right-of-way cost estimates, broker price opinions, title research, property owner coordination, negotiation of voluntary acquisitions, and closing coordination.

Utilizing the City's existing consultant team allows for continuity between design and right-of-way acquisition activities, promotes project efficiency, and helps maintain the overall project schedule. Approval of this work order will ensure that the City can timely acquire the necessary land rights and advance the Hot Spot intersection improvements toward construction.

Not-to-exceed \$104,900.00

Attachment(s):

1. Work Order 26-179_Hot Spot Intersections Acquisition Supp Signed 2026-06-24
2. FLAA-Scope_Fee-v3-20260618

Fiscal Impact:

Not-to-exceed \$104,900.00

Staff Recommendation:

Approval

WORK ORDER NO. 26-179
Pursuant to Continuing Service Contract Engineering
Services Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day_____, 2026, is Work Order No. 26-179 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as “City” or “Client”), and Kimley-Horn and Associates, Inc., (hereinafter referred to as “Kimley-Horn” or “Consultant”), dated June 11, 2024.

WHEREAS, the City and the Consultant entered into an Agreement to provide Continuing Services for Engineering Services; and

WHEREAS, the Agreement provided that the City would make individual technical service requests of the Consultant; and

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties, it is mutually understood and agreed as follows:

I. General Scope of this Work Order

The Consultant along with their subconsultant, Florida Acquisition and Appraisal Incorporated (FLAA) will provide professional and technical services requested by the City. The following tasks, as described in Section II, are based on discussions regarding **Hot Spot Intersections Land Acquisition Support Service** between Kimley-Horn and the City.

II. Scope of Work

Based upon the Consultant’s design plans for the Hot Spot intersection improvements, it has been determined that voluntary acquisition of land rights and temporary construction easements are necessary for the following intersections:

- ◆ US 301 @ Daughtery Road includes (2) fee-simple and (2) standalone TCEs.
- ◆ US 301 @ Pretty Road includes (2) fee-simple and (2) paired TCEs
- ◆ US 301 @ Geiger Road includes (1) standalone TCE

PROJECT GENERAL TASKS & MEETINGS

- ◆ Project setup, initiate accounting system, prepare monthly progress reports and invoices.
- ◆ Attend project coordination meetings with stakeholders and impacted property owners
- ◆ Attend a Kick-Off meeting with City staff to discuss processes, forms, packages,

- points of contact, and schedule
- ◆ Review any provided owner contacts and research additional contact information
- ◆ Conduct a corridor field visit to review each parcel and established improvements within acquisition areas
- ◆ Virtually attend monthly production meetings during the right of way phase of the project

COST ESTIMATES – BROKER PRICE OPINIONS

- ◆ Prepare abbreviated right of way cost estimates (no condemnation costs) for each intersection project as they are assigned. Estimates shall include:
 - Ownership and folio identifiers
 - Size of acquisition
 - Estimate of land value
 - Estimate of affected improvements (verified from field visits, maps/plans, & desktop reviews)
 - Identified site plans or redevelopment applications that may affect value
- ◆ Develop Agent Price Estimates or Broker Price Opinions with appropriate land and improvement values for approval and use during the solicitation of settlements

VOLUNTARY ACQUISITION

- ◆ Coordinate subconsultant for title searches (property information reports/PIR)
 - Option to 'flip' to title commitments, if title insurance is requested
- ◆ Preparation and delivery of an introduction letter
- ◆ Contact with owners and representatives and confirmation of encumbrances
- ◆ Presentation of APE/BPO and Solicit Donations and Settlements
- ◆ Begin the process of clearing encumbrances for fee simple acquisitions
- ◆ Negotiations of voluntary settlements with owners and representatives
- ◆ Secure a physical or secure digital signature on the City-provided and approved purchase and sale agreement
- ◆ Coordinate closings with subconsultant
- ◆ File retirement

DELIVERABLES TO BE PROVIDED TO FLAA BY KIMLEY-HORN

- ◆ Legals and sketches with sizes of all areas to be acquired
- ◆ Purpose and Need language
- ◆ Temporary easement term length
- ◆ Latest construction plans
- ◆ Historical owner contacts, to include workshop feedback
- ◆ Templates of documents required by the City to convey property, to include:
 - Purchase and Sale Agreement
 - Warranty and Quitclaim deeds
 - Temporary Construction Easement
 - Hold Harmless Agreement

ASSUMPTIONS

- ◆ Projects are not federally funded.
- ◆ Projects are not being conducted under the threat of condemnation.
- ◆ Relocation services are not required or requested.
- ◆ Abbreviated right of way cost estimates are not inclusive of condemnation factors or costs.
- ◆ FLAA uses a proprietary improvement of an industry standard form to report right of way cost estimates. The form and factors shall be discussed and approved by the client prior to or at project kick-off.
- ◆ Appraisal services, if necessary, shall be quoted and tasked separately.
- ◆ Projects are currently expected to consist of up to (4) fee-simple, (2) paired TCEs, and up to (3) standalone TCEs across (3) intersections.
 - Additional parcel assignments or changes to existing parcels shall be discussed and proposed for task amendment or a supplemental purchase order.
- ◆ FLAA's activities are scheduled to be completed within 12 months of NTP. Projects delayed or extended beyond 12 months are subject to a rate escalation per job classification of 1.5% per year.
- ◆ On fee-simple acquisitions, FLAA shall make reasonable attempts to obtain releases of encumbrances, including partial release of mortgages, or obtain Hold Harmless Agreements from owners.
- ◆ Limited parcels have been identified by Prime. The fee proposed is based on the anticipated complexities of identified parcels. The remaining parcels are assumed to be of similar complexity.
- ◆ Ancillary costs, e.g., mortgage release application fees, recording fees, and doc stamps, shall be a pass-through expense.
- ◆ Title insurance is based on a promulgated rate, calculated and paid at closing for fee-simple acquisitions. An estimate for title insurance has been included as a courtesy for budgeting, but actual costs are unknown until closing. This estimate is based on \$20/sf multiplied by 2,000sf of fee-simple, multiplied \$5.75 per \$1,000 (promulgated rate). Title insurance is a pass-through expense.

III. Additional Services

The following are services that are not included in the scope of services but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Additional parcel assignments

IV. Information Provided by Client

The following information, upon which the Consultant can rely, shall be provided by the Client.

- Client submitted information related to any traffic engineering related service.

V. Compensation

The Consultant's fee for this project will be hourly, as requested, up to a maximum of \$6,000. The Consultant will not exceed this maximum fee unless they have received written authorization.

Subconsultant services (FLAA) and expenses will be hourly, as requested, up to a maximum of \$98,900 based on the following rates:

Classification	Loaded Hourly Rate
Principal/Project Manager	\$ 250
Project Manager	\$ 195
Senior R/W Agent	\$ 165
Right of Way Agent	\$ 140
Administrative Asst.	\$ 98
Suit Coordinator	\$ 145

SUBCONSULTANT EXPENSES

American Government Services (AGS) shall support the project as a subconsultant expense to FLAA. Their fees are a pass-through expense and are itemized on their enclosed fee sheet. The cost for services for the described projects has been estimated as detailed below:

Item Description	Rate/ea	Parcels	Est. Total
Property Information Reports (PIR)	\$ 575	7	\$ 4,025
Flip to Title Commitments	\$ 50	4	\$ 400
Closing Fees (Mail-Away)	\$ 325	7	\$ 2,275
Escrow Fees	\$ 70	7	\$ 490
*Title Insurance (Promulgated Rate on \$40,000)		4	\$ 230
*Recording Fees (up to 8pgs)	\$ 91	4	\$ 365
*Documentary Stamps (on \$40,000)	\$0.70 per \$100	4	\$ 280

PROPOSED NOT-TO-EXCEED

Kimley Horn	Project Management/Meetings	\$6,000
FLAA	Estimating, Voluntary Acquisition	\$ 90,900
AGS	Title, Insurance, Closings	\$ 8,000
PROPOSED NOT-TO-EXCEED		\$ 104,900

VI. Schedule

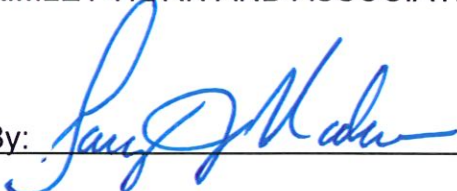
We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Corridor, Sub-area, and Special Transportation Studies Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: _____

By: _____

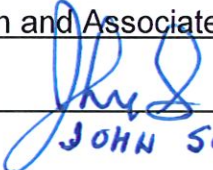
Print Name: Gary Nadeau, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: _____

Attest: _____

JOHN SEALS

EXHIBIT B- UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

City of Zephyrhills	
Kimley-Horn and Associates, Inc.	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 298.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 215.00
Senior Professional Engineer	\$ 230.00
Senior Environmental Scientist	\$ 200.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 180.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 165.00
Engineer Intern	\$ 135.00
Senior Designer/Engineering Tech	\$ 138.00
Designer/Engineering Tech	\$ 118.00
Drafter/CADD Operator	\$ 100.00
Sr. Planner	\$ 230.00
Planner	\$ 150.00
GIS Specialist	\$ 120.00
Sr. Landscape Architect	\$ 230.00
Landscape Architect	\$ 180.00
Landscape Intern	\$ 135.00
Construction Engineer	\$ 175.00
Construction Inspector	\$ 145.00
Administrative/Clerical	\$ 90.00



June 18, 2026

John Seals, P.E.
Kimley-Horn
201 North Franklin St.
Suite 1400
Tampa, Florida 33602

**RE: Zephyrhills Hot Spot Intersection Improvements
Revised Scope and Fee for Voluntary Acquisition Services**

Dear John,

Thank you for reaching out to Florida Acquisition & Appraisal, Inc. (FLAA). We are excited to support Kimley-Horn in their assignment to develop community-enhancing intersection designs for 'Hot Spots' within the City of Zephyrhills. As discussed, we've revised our scope and fee for services related to the voluntary acquisition of land rights necessary for intersection improvements.

PROJECT DESCRIPTION

Kimley-Horn has identified two intersections with Fee-Simple and Temporary Construction Easements (TCEs) to be acquired.

- ◆ US301 @ Daughtery Road includes (2) fee-simple and (2) standalone TCEs.
- ◆ US301 @ Pretty Road includes (2) fee-simple and (2) paired TCEs
- ◆ US301 @ Geiger Road includes (1) unidentified standalone TCE

SCOPE OF SERVICES

MOBILIZATION & MEETINGS

- ◆ Attend a kick-off meeting with Kimley-Horn and City staff to discuss processes, forms, packages, points of contact, and schedule
- ◆ Review any provided owner contacts and research additional contact information
- ◆ Conduct a corridor field visit to review each parcel and established improvements within acquisition areas
- ◆ Virtually attend monthly production meetings during the right of way phase of the project

COST ESTIMATES – BROKER PRICE OPINIONS

- ◆ Prepare abbreviated right of way cost estimates (no condemnation costs) for each intersection as described above. Estimates shall include:
 - Ownership and folio identifiers
 - Size of acquisition
 - Estimate of land value
 - Estimate of affected improvements
 - Identification of parcel-specific issues
- ◆ Develop parcel-specific Agent Price Estimates or Broker Price Opinions
 - Establish per-parcel consideration as the basis for solicitation of settlements
 - Review and update parcel-specific issues (setbacks, zoning, developments, etc)
 - Evaluate improvements and confirm replacement costs
 - Determine potential remainder issues
- ◆ Present packages for approval by City prior to presentation to landowners

T (855) 777-3522
P (813) 241-6354
F (813) 864-0099

PO Box 89007
Tampa, FL 33689

410 S. Ware Blvd.
Suite 700
Tampa, FL 33619

www.flaa.com

SOLICITATION / VOLUNTARY ACQUISITION SERVICES

- ◆ Coordinate subconsultant for title searches (property information reports/PIR)
 - Option to 'flip' to title commitments, if title insurance is requested
- ◆ Preparation and delivery of an introduction letter
- ◆ Contact with owners and representatives and confirmation of encumbrances
- ◆ Presentation of APE/BPO and solicitation of donations and settlements
- ◆ Begin the process of clearing encumbrances for fee simple acquisitions
- ◆ Negotiations of voluntary settlements with owners and representatives
- ◆ Secure a physical or secure digital signature on the City-provided and approved purchase and sale agreement
- ◆ Coordinate closings with subconsultant
- ◆ File retirement

DELIVERABLES TO BE PROVIDED TO FLAA BY KIMLEY-HORN

- ◆ Legals and sketches with sizes of all areas to be acquired
- ◆ Purpose and Need language
- ◆ Temporary easement term length
- ◆ Latest construction plans
- ◆ Historical owner contacts, to include workshop feedback
- ◆ Templates of documents required by the City to convey property, to include:
 - Purchase and Sale Agreement
 - Warranty and Quitclaim deeds
 - Temporary Construction Easement
 - Hold Harmless Agreement

ASSUMPTIONS

- ◆ Projects are not federally funded.
- ◆ Projects are not being conducted under the threat of condemnation.
- ◆ Relocation services are not required or requested.
- ◆ Abbreviated right of way cost estimates are not inclusive of condemnation factors or costs.
- ◆ FLAA uses a proprietary improvement of an industry standard form to report right of way cost estimates. The form and factors shall be discussed and approved by the client prior to or at project kick-off.
- ◆ Appraisal services, if necessary, shall be quoted and tasked separately.
- ◆ Projects are currently expected to consist of up to (4) fee-simple, (2) paired TCEs, and up to (3) standalone TCEs across (3) intersections.
 - Additional parcel assignments or changes to existing parcels shall be discussed and proposed for task amendment or a supplemental purchase order.
- ◆ FLAA's activities are scheduled to be completed within 12 months of NTP. Projects delayed or extended beyond 12 months are subject to a rate escalation per job classification of 1.5% per year.
- ◆ On fee-simple acquisitions, FLAA shall make reasonable attempts to obtain releases of encumbrances, including partial release of mortgages, or obtain Hold Harmless Agreements from owners.
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FEE PROPOSAL

FLAA's services and subconsultant pass-through fees have been separated for clarity. FLAA's services shall be invoiced monthly and billed according to the classifications identified. FLAA shall monitor remaining balances and submit recommendations for budgeting to Kimley-Horn if continued or additional activities are required.

Classification	Loaded Hourly Rate
Principal/Project Manager	\$ 250
Project Manager	\$ 195
Senior R/W Agent	\$ 165
Right of Way Agent	\$ 140
Administrative Asst.	\$ 98
Suit Coordinator	\$ 145

SUBCONSULTANT FEES

American Government Services (AGS) shall support the project as a subconsultant to FLAA. Their fees are a pass-through expense and are itemized on their enclosed fee sheet. The cost for services for the described projects has been estimated as detailed below:

Item Description	Rate/ea	Parcels	Est. Total
Property Information Reports (PIR)	\$ 575	7	\$ 4,025
Flip to Title Commitments	\$ 50	4	\$ 400
Closing Fees (Mail-Away)	\$ 325	7	\$ 2,275
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*Title Insurance (Promulgated Rate on \$40,000)		4	\$ 230
*Recording Fees (up to 8pgs)	\$ 91	4	\$ 365
*Documentary Stamps (on \$40,000)	\$0.70 per \$100	4	\$ 280

PROPOSED NOT-TO-EXCEED

FLAA	Estimating, Voluntary Acquisition	\$ 90,900
AGS	Title, Insurance, Closings	\$ 8,000
PROPOSED NOT-TO-EXCEED		\$ 98,900

We appreciate the opportunity to support your team in this effort. We are open to discussing complexities and potential cost savings, where available.

Sincerely,

FLORIDA ACQUISITION & APPRAISAL, INC.

Jack Curatelli

Jack Curatelli, SR/WA
President

Cc: David Montalvo [FLAA] 

Encl. AGS Quote



AMERICAN GOVERNMENT SERVICES CORPORATION (AGS)

David Montalvo
Florida Acquisition & Appraisal, Inc.
PO Box 89007
Tampa, Florida 33689
O (813) 241-6354 x3
Dmontalvo@flaa.com

June 15, 2026

\$70 Escrow fee per closing
Confirmed with Tammy Mehl by David via phone call on 6/17/2026.

RE: Pasco County

Dear David:

Please accept this letter as confirmation that we can provide Title and Closing Services for the above referenced project. Reports to be completed within a pre-determined schedule upon notice to proceed. In accordance with your request, I am pleased to submit the following price proposal:

Title Searches to be provided in the form specified at a rate of:

- | | |
|---|----------------------|
| • Property Information Reports Mostly Commercial) | \$ 575.00 per parcel |
| • Updates within 5 years (No change of ownership) | \$ 125.00 per report |
| • Updates within 5 years (With change of ownership) | \$ 175.00 per report |
| • Flip to commitment | \$ 50.00 per report |
| • Updates for flipping to commitment w/contract | \$ No charge |
| • Mail away closing fee | \$ 325.00 |
| • Closing fees - for taxes, recording, simpifile, etc... | \$ TBD |
| • Deliverables in pdf format | |
| • Payments paid by credit card will incur an additional 3% processing fee | |
| • Deliverables will be feed them as they are completed. | |

Our services are provided on a per parcel basis, therefore do not require a quote on an hourly or any other rate basis. These charges are customary and ordinary.

This is to certify that the billing rates contained herein are our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients. If inflationary increases are requested, this further certifies that proposed increases are consistent with billing rate increases over the past two years.

I appreciate the opportunity to work with you on this exciting project. If you have any further questions or need additional information, please don't hesitate to contact me at (813) 933-3322.

Sincerely,
Tammy Mehl
Senior Vice President

3812 West Linebaugh Avenue, Tampa, Florida 33618
tmehl@agsres.com

CONSENT ITEMS 1.5

Approval of Amendment No. 1 to Work Order No. 24-159 with Kimley-Horn for Supplemental Sidewalk Design and Feasibility Services [37-21-04]

Issue:

As the design of the US 301 at Daughtery Road intersection improvements has progressed, additional opportunities have been identified to enhance pedestrian connectivity within the project area. Specifically, the City has identified the need to extend the proposed sidewalk along the east side of US 301 from Daughtery Road to Arbor Ridge Drive to provide a continuous pedestrian connection. This sidewalk extension will dovetail with the ongoing AdventHealth expansion project, which includes the construction of a sidewalk along US 301 adjacent to the hospital property, thereby creating a more complete and connected pedestrian network along this important corridor.

Additionally, staff has identified the need to evaluate the feasibility of constructing a sidewalk along Daughtery Road between Green Slope Drive and US 301 to improve pedestrian accessibility and connectivity for surrounding neighborhoods. The feasibility study will assess potential alignments, identify utility and right-of-way impacts, and provide preliminary cost estimates to support future implementation. The proposed amendment will provide supplemental engineering, survey, and subsurface utility engineering services necessary to advance the additional sidewalk improvements associated with the US 301 at Daughtery Road project.

Separately, the work order includes the initial design efforts for intersection improvements at Chancey Road and Copeland Drive.

Approval of this amendment will allow the City to continue advancing these transportation and pedestrian improvement initiatives.

Total additional fee is \$55,717.00

Background:

Attachment(s):

1. Work Order 24-159_Amendment_US 301_Daughtery Rd
2. REV_20260422_US301&Daughtery_Proposal

Fiscal Impact:

Original Work Order previously approved, \$224,800. **Amendment = \$55,717.00.**

Staff Recommendation:

Approval

WORK ORDER NO. 24-159 Amendment #1
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This amendment to Work Order No. 24-159 will provide additional engineering services by Kimley-Horn as requested by the City.

I. General Scope of this Amendment

The Consultant will provide additional professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City for **US 301 at Daughtery Road and Chancey Road at Copeland Drive Intersection Improvements**.

II. Project Understanding

1. The City has requested additional design services to construct a sidewalk extension along US 301 (Gall Blvd) on the east side within FDOT right-of-way from Daughtery Rd intersection to Arbor Ridge Dr. The sidewalk will adjoin to the proposed sidewalk from the north being constructed as part of the Advent Health facility expansion.
2. The City requests an engineering evaluation of the feasibility of constructing a sidewalk along Daughtery Rd from Green Slope Dr intersection to US 301 intersection to provide for sidewalk connectivity.

III. Scope of Work

The additional scope of work tasks is summarized as follows:

Task 12 – Sidewalk Plan – US 301

The CONSULTANT will provide additional design plans for the construction of a sidewalk connection along US 301 from Daughtery Rd intersection to Arbor Ridge Dr. Services will be provided in accordance with the original work order for roadway analysis, roadway plans, drainage analysis, utility coordination, and FDOT permitting.

Task 13 – Sidewalk Feasibility Evaluation

Based upon the survey data collection, the CONSULTANT will review existing conditions and evaluate the feasibility of constructing a new sidewalk connection along Daughtery Rd from Green Slope Dr to US 301, approximately 1,300 linear feet. The CONSULTANT will assess

sidewalk alignment alternatives and develop a conceptual plan including typical sections to identify right-of-way impacts. A feasibility study will be prepared to present the results of the evaluation including assessment of utility impacts, right-of-way impacts, and cost.

Task 14 – Supplemental Survey/SUE

The CONSULTANT's additional subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit for the supplemental sidewalk design and sidewalk feasibility study area. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the original work order.

The SUE (designating/QL B) efforts will be performed within the limits of topographic survey as described above and as shown on the attached subconsultant exhibit.

Legal Description and Sketches: Prepare three (3) sketches and descriptions of right-of-way acquisition and temporary construction easements.

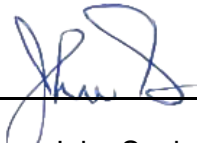
III. Compensation

Kimley-Horn will perform the additional services described in the Scope of Work for a lump sum fee as identifies in the following table:

Task No.	Description	Lump Sum Labor
12	Sidewalk Plan – US 301	\$14,179
13	Sidewalk Feasibility Evaluation	\$15,958
14	Supplemental Survey/SUE	\$35,518
	Total Fee Amendment #1	\$55,717
	Original WO Fee	\$224,800
	Total Fee (including Amendment)	280,517

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: _____

Print Name: John Seals, P.E.

Title: Project Manager

Kimley-Horn and Associates, Inc.

By: _____

Print Name: William Poe

Title: City Manager

~~September 25, 2025~~ (Revised 04/22/2026)

John Seals, P.E.
Kimley-Horn
201 North Franklin St.
Suite 1400
Tampa, Florida 33602

Proposal for Professional Survey & Subsurface Utility Engineering (SUE) Services

Project: US 301 at Daughtery Rd Intersection Improvements, City of Zephyrhills, Pasco Co

Dear Mr. Seals:

At ECHO UES, Inc. (ECHO), we value your consideration and appreciate the opportunity to provide this technical proposal for professional services in support of your project. This technical proposal, which includes our proposed fee and schedule, details the approach we consider to be the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of engineering services for the design and construction of turn lanes and sidewalk improvements along Daughtery Road. ECHO has been requested to provide topographic survey and subsurface utility engineering services in support of this project, as further described below. Additionally, ECHO has been requested to provide legal descriptions and sketches for right-of-way acquisition parcels and temporary construction easements.

SCOPE OF SERVICES

Topographic Survey

ECHO's topographic survey services will be performed within a well-defined area as shown on the attached exhibit.

Activities to be provided as part of the topographic survey services include:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).

- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate. ***This fee does not include the preparation of a boundary survey or R/W map.***
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Legal Description and Sketch

Prepare up to three (3) sketches and descriptions for right-of-way acquisition and temporary construction easements. The Engineer of Record will provide geometry for each location.

Subsurface Utility Engineering (SUE) Services

ECHO's SUE (designating/QL B) efforts will be performed within the limits of the topographic survey as described above and as shown on the attached exhibit.

Quality Level B SUE (Designating): Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g., GPR, pipe/cable locators) and vacuum excavation, if needed, ECHO will identify utilities within the project limits and identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint etc.), surveyed and included in the topographic survey file.

Deliverables will consist of:

- Updated digital CAD file in MicroStation format.
- Signed and sealed survey in PDF format on 11x17 size sheets.
- Electronically certified copy of each legal description and sketch completed.

Notes and Limitations:

1. The client shall facilitate access to the site and provide any relevant project information.
2. The site must be clear of obstacles impeding access to any portion of the project limits.

3. Standard work hours are 7:00 a.m. to 4:00 p.m., Monday through Friday; additional charges may occur (following discussion with the Client) for weekend or nighttime work.
4. ECHO will not work on any site known to be contaminated with hazardous or harmful substances.
5. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions, and the surrounding environment can all adversely impact the results of any utility investigation using surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
6. Independently from ECHO's scope of work and performance, the Client shall comply with the relevant chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
7. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, a clear mention of the Standard shall be made throughout the deliverables.

Additional Services: Title search support for parcels along the corridor is not included in this proposal. If needed, title search services can be provided at a unit cost of \$1,500.00 per parcel. This fee includes the preparation of the title search (prepared by others) and the review and drawing of any easements discovered in the survey file.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP).

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs, is **\$24,984.00 (lump sum)**.

Acceptance: We will honor this proposal for 30 days. If accepted, please return it to us together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc., we believe in collaboration and open communication with our clients, and we are committed to understanding their needs and providing time- and cost-effective solutions. Thank you for considering ECHO for this important project. Please do not hesitate to contact me directly if you have any questions or concerns.

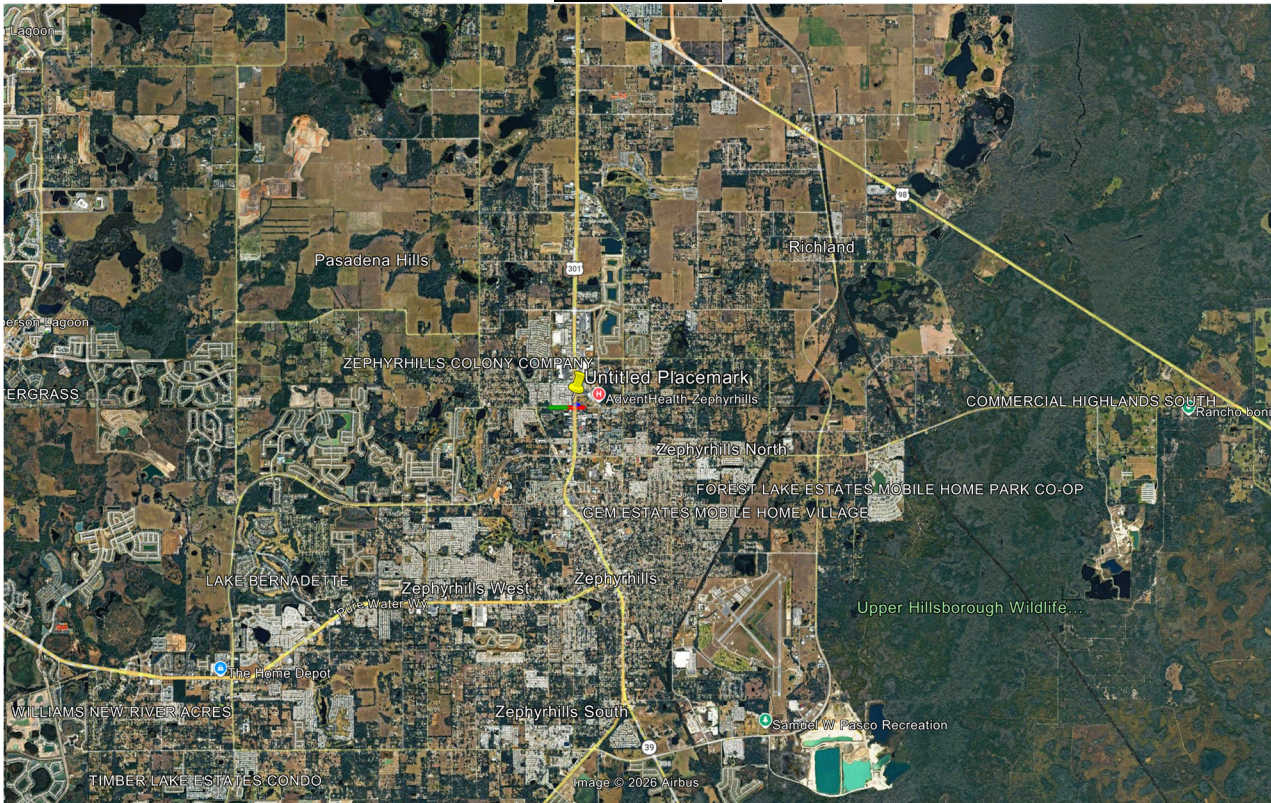
Sincerely,

ECHO UES, Inc.

A handwritten signature in blue ink, appearing to read "Jerry Comellas, Jr.", with a stylized flourish at the end.

Jerry Comellas, Jr., PE
President

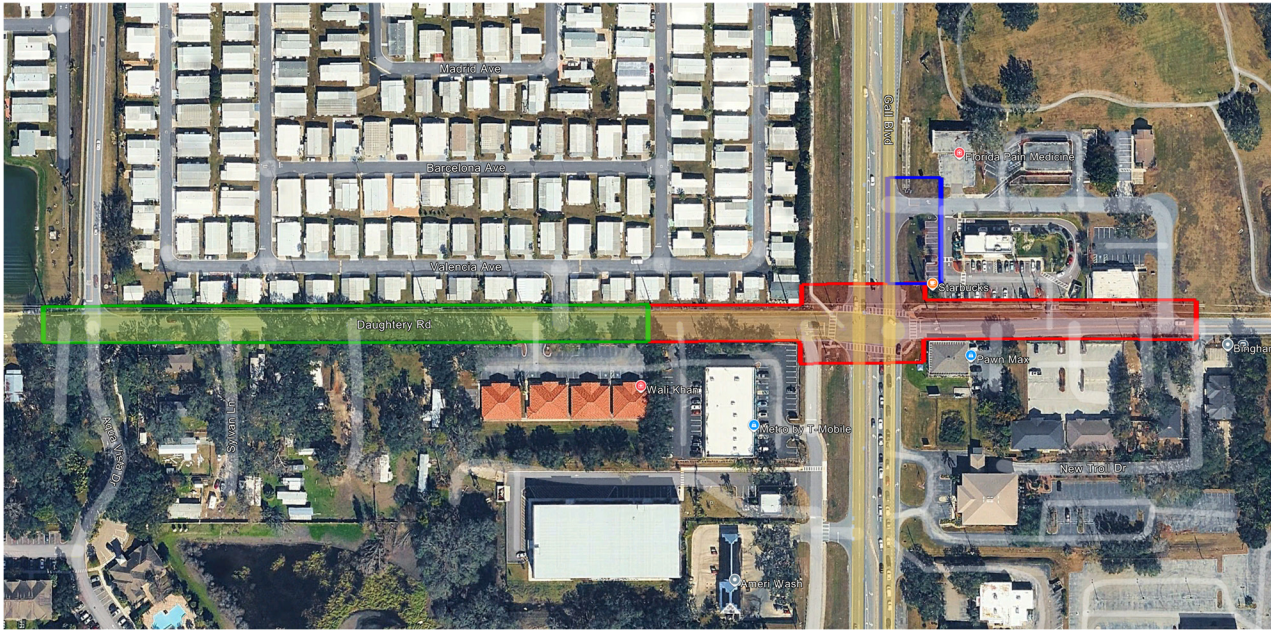
Vicinity Map



Project Limits
Original Limits (Red)

New Limits (Blue)

New Additional Limits (Green)



BUSINESS ITEMS 2.1

41-2026-13 Monin, Inc. Economic Incentive

Issue:

City staff, Pasco Economic Development, and Monin have been discussing the possible expansion of Monin's manufacturing operations to Zephyrhills for the past several months.

Background:

Monin will own 57 acres +/- of land for the future home to their Zephyrhills manufacturing facility with a total capital investment of \$111 million over 5 years.

The agreement before the Council requires Monin to:

- Construct a minimum of 250,000 square feet of light industrial manufacturing;
- Create 100 new jobs to the City of Zephyrhills within the first five years;
- 29 of those jobs will have an average annual wage of at least \$46,760.00, which is 80% of the Median 1 person income of the Tampa MSA;
- Allow the City access to examine the company documents that relate to the terms of this agreement.

In exchange for the construction and job creation, the City will:

- Waive/reimburse up to \$252,750 in transportation impact fees;
- Waive/reimburse up to \$435,060 in permit fees;
- Offer a Job Creation Incentive grant equal to the amount of 50% of ad valorem taxes for the first 5 years and 25% of advalorem taxes for years 6 through 10 after receipt of the Certificate of Occupancy. Not to exceed amount of \$2,601,562.
- The City Manager may extend the period for compliance by up to one year for good cause.

Attachment(s):

1. 41-2026-13 Project Wonka Economic Incentive Agreement

Fiscal Impact:

Funding in the amount, not to exceed \$2,601,562.00 will be budgeted in the appropriate future years for job creation incentives.

Staff Recommendation:

Staff recommends approval of agreement 41-2026-13 between the City of Zephyrhills and Monin, Inc.

**ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE CITY OF ZEPHYRHILLS AND MONIN, INC.**

THIS AGREEMENT is entered into by and between the City of Zephyrhills, Florida, a municipal corporation, whose principal address is 5335 Eighth Street, Zephyrhills, Florida 33542, hereinafter referred to as the "CITY," and MONIN, INC., a Florida corporation, with a business address of 2100 Range Rd., Clearwater, FL 33765 and hereinafter referred to as "COMPANY."

WITNESSETH:

WHEREAS, the City Council of the City of Zephyrhills created Chapter 153: Economic Development Incentive Credit, providing for incentive awards for certain qualified target businesses within the CITY; and

WHEREAS, the City Council of the City of Zephyrhills is desirous of attracting economic investment to the CITY in order to contribute to the economic growth of the CITY, provide gainful prosperity, public health, and general welfare of the people of the CITY; and

WHEREAS, the creation of new employment opportunities for residents of the CITY and the increased tax revenues resulting from the creation of new jobs is beneficial to the local economy; and

WHEREAS, COMPANY, has toured and researched numerous sites for the construction of a 250,000 square foot light industrial building, purchasing real estate, building materials, machinery and equipment representing a capital investment of \$111 Million with the creation of 100 new to the City of Zephyrhills jobs, within the first five (5)

years of opening the new facility, which 29 of those jobs having an average annual wage of at least \$46,760.00 ("the Project").

WHEREAS, the City Council of the City of Zephyrhills recognizes and hereby gives appropriate economic development within the CITY its highest priority and utmost attention in order to encourage the location of such target industries and businesses within the boundaries of the City of Zephyrhills; and

WHEREAS, the COMPANY has met the qualification criteria set forth in Chapter 153 of the Code of Ordinance of the City of Zephyrhills, has been reviewed by the Zephyrhills Economic Development Council who recommends approval to City Council as described herein; and

WHEREAS, the CITY finds and declares that it is in the public's best interest and serves a public purpose to award economic incentives to the COMPANY pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the COMPANY is entitled to certain economic incentives as set forth below based upon the following terms and conditions:

1. The WHEREAS clauses are incorporated herein by reference and are represented to be true and correct.
2. The COMPANY is duly organized and validly existing under the laws of the State of Florida.

3. The COMPANY has the corporate power, authority, and legal right to execute, deliver, and perform this agreement. The execution, delivery, and performance of this Agreement by the COMPANY has been duly authorized by all necessary corporate and shareholder action.

4. This incentive agreement is conditioned upon the selection of a City of Zephyrhills location by the COMPANY with Parcel ID Number 12-26-21-0000-00900-000; 12-26-21-0000-00900-001; 12-26-21-0000-00900-0011; 12-26-21-002C-00100-0020; and 01-26-21-0010-11300-0000 at the end of the South Ave. extension where COMPANY will construct a 250,000 square foot light industrial building. With the purchase of the real estate, building materials, construction, machinery and equipment, COMPANY is committed to a capital investment of \$111 million with the creation of approximately 100 new to the City of Zephyrhills jobs, within the first five (5) years of receiving the first certificate of occupancy from the CITY. Before the expiration of five (5) years from the date of receiving the first certificate of occupancy, COMPANY agrees to have 29 jobs having an average annual wage of at least \$46,760.00. COMPANY agrees to maintain at least 29 jobs with an average annual wage of at least \$46,760.00 for the remaining term of this agreement. If at the end of year five (5) from the issuance of the certificate of occupancy, COMPANY has failed to comply with this section, the incentives shall cease and any earned incentives shall be paid back by COMPANY to CITY at the same amount and same rate in which they were received.

5. Based on the COMPANY'S commitment to purchase real property, and construct a 250,000 square foot manufacturing light industrial building located at Parcel ID Number 12-26-21-0000-00900-000; 12-26-21-0000-00900-001; 12-26-21-0000-

00900-0011; 12-26-21-002C-00100-0020; and 01-26-21-0010-11300-0000 at the end of the South Ave. extension (the "Property"), the CITY is willing to commit to the following additional incentives:

A. The CITY hereby designates its City Manager, or designee, as the Company Designated Liaison within the City of Zephyrhills staff. Staff. The CITY commits that the COMPANY shall have priority access to the City Manager, or designee, for the purpose of addressing any questions, issues, approvals, or permits necessary to support the interior tenant improvements and equipment installation for the portion of the industrial building occupied by the COMPANY.

B. CITY agrees to waive or, if waiver is prohibited or restricted by law, reimburse Transportation Impact Fees up to Two Hundred, Fifty-Two Thousand, Seven Hundred, Fifty and 00/100 Dollars (\$252,750.00). CITY agrees to waive or, if waiver is prohibited or restricted by law, reimburse the Permit Fees up to Four Hundred, Thirty-Five Thousand, Sixty and 00/100 Dollars (\$435,060.00). COMPANY can utilize the Transportation Impact Fee and Permit Fee waiver/reimbursements across either a single phase or multiple phases until the cumulative fees specified in this section have been exhausted.

C. For the creation of 100 new to Zephyrhills Jobs with at least 29 of said jobs having an average annual wage of at least \$46,760.00, CITY will offer to COMPANY a Job Creation Incentive cash grant equal to the amount of 50% of ad valorem real property taxes and tangible personal property taxes (excluding school taxes, Pasco County taxes, taxes levied by the Southwest Florida Water Management District, special assessments or fees, or taxes levied by any entity

other than CITY) paid for the first five (5) years and 25% for years six (6) through ten (10) which ten (10) year period begins the year following the company's receipt of a Certificate of Occupancy The grant is based on the City's 6.25 Millage on approximately \$111,000,000 capital investment in Real Estate, Building(s), Machinery, Equipment, Fixtures and IT infrastructure. The total amount of the grant funds specified in this section shall not exceed \$2,601,562.

D. City staff will work with the developer to facilitate and/or expedite procedural assistance for the project.

6. All agreements are subject to approval by majority vote of the City Council of the City of Zephyrhills.

7. The COMPANY shall maintain a place of business in the City of Zephyrhills as well as all personnel records and other documents pertaining to the location and/or creation of a minimum number of permanent new jobs and the retention of such jobs forming the basis of this Agreement. Such records shall be and remain available at the COMPANY'S place of business at all reasonable times during the term of this Agreement and for ten (10) years after Agreement termination.

8. For a period of seventeen (17) years following this Agreement becoming effective, the COMPANY shall not be located within the boundaries of the Zephyrhills Community Redevelopment Agency District or any future Community Development Agency District that is created pursuant to F.S. Chapter 163, Part III Community Redevelopment.

9. The COMPANY agrees that, during the term of this agreement, it shall only use its respective parcels of the Property, or any portion thereof, for uses set forth as permitted in the LI (Light Industrial) zoning district. Furthermore, COMPANY hereby waives the right to seek other uses permitted by Section 166.04151, Florida Statutes, unless done through a Comprehensive

Plan amendment and rezoning requiring approval by the City Council of the City of Zephyrhills with respect to its respective parcel.

10. The COMPANY agrees that the CITY or its duly authorized representative shall, until the expiration of ten (10) years after Agreement termination, have access to examine any of the COMPANY'S documents that related to the terms of this Agreement.

11. This Agreement shall become effective upon execution by the CITY and the COMPANY and shall remain in effect for a period of fifteen (15) years. The COMPANY shall provide the CITY with annual verifications regarding the number of created jobs and the wages paid to those employees while working at the Pasco facility. The documentation shall be in a format approved by CITY and shall include copies of Florida quarterly RT-6 forms and Internal Revenue Service W-2 forms to be made on a calendar year basis and to be submitted to the CITY no later than February 15th of each calendar year.

12. The City Manager or designee may extend the period for compliance by up to one (1) year for good cause shown. If an extension is granted, it shall be documented in writing and all timeframes in the Agreement shall be extended for the same period of time.

13. This Agreement shall not be assigned by either party without the prior written approval of the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

14. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

CITY:

City Manager
City of Zephyrhills
5335 Eighth Street

COMPANY:

Monin, Inc.
2100 Range Rd.,
Clearwater, FL 33765

Zephyrhills, FL 33525

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, FL 33525

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

15. The COMPANY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY, or which would violate or cause others to violate the provisions of Chapter 112, Florida Statutes, Part III, relating to ethics in government.

16. The COMPANY hereby certifies that no officer, agent, or employee of the CITY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of the COMPANY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

17. The COMPANY hereby agrees that monies received from the CITY pursuant to this Agreement will not be used for the purpose of lobbying the legislature the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

18. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the COMPANY and the CITY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for

arm's-length agreements. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (East Side). Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

19. The COMPANY does hereby covenant and agree to indemnify, defend, and hold the CITY, its City Council, agents, and employees, harmless from all fines, suits, claims, demands, actions, costs, obligations, attorneys' fees, or liability of any kind related to this Agreement arising out of the negligent actions or willful misconduct of the COMPANY or its agents or employees. The COMPANY also agrees to assume all risk in the operation of its business and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this Agreement.

20. The COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state, and local employment taxes, if any, attributable to COMPANY personnel or contractors and agrees to indemnify and hold the CITY harmless from any responsibility for same.

21. In performing this Agreement, planning, developing, constructing, equipping, and operating the project, or carrying out any of the activities to be carried out by the COMPANY, the COMPANY will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of the CITY.

22. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor in interest to the COMPANY'S interest in the project, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

23. The terms and conditions of this Agreement placed upon the CITY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the CITY. Specifically, the parties acknowledge that the CITY is without authority to grant or pledge a security interest in any of the CITY'S revenue sources or property.

24. Public Records. The COMPANY shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the COMPANY shall (a) keep and maintain public records required by the CITY to perform the service under the Agreement; (b) upon request from the CITY'S custodian of public records provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the COMPANY does not transfer the records to the CITY; and (d) upon completion of this Agreement, transfer, at no cost to the CITY, all public records in possession of the COMPANY. Upon transfer, the COMPANY shall destroy any duplicate public records

that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All documentation produced as part of this Agreement will become the property of the CITY. This paragraph shall survive the expiration or termination of this Agreement. **IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF F CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.GOV OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 8TH STREET – ZEPHYRHILLS, FLORIDA 33542.** Under Florida law, a Company who fails to provide the public records to the CITY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

1. Default:

A. For purposes of this Agreement, "event of default" shall mean any of the following:

i. Any representation or warranty made by the COMPANY herein or in any statement, invoice or certificate furnished to the CITY in connection with the performance of the Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and is not corrected or brought into compliance within thirty (30) days after written notice thereof to the COMPANY by the CITY.

ii. The COMPANY materially breaches any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to the COMPANY by the CITY.

iii. The COMPANY fails to provide to the CITY, within thirty (30) days after written notice thereof to the COMPANY by the CITY, the documents, records and information reasonably required by the CITY to verify COMPANY'S performance of its obligations hereunder.

iv. The COMPANY fails to create and maintain the minimum number of qualifying permanent full-time new jobs in the CITY within five (5) years after issuance of the first Certificate of Occupancy and throughout the term of the Agreement.

v. The COMPANY closes its business, or moves out of the City of Zephyrhills, or fails to maintain the use of the building constructed on the real property subject to this agreement, for food product manufacturing, at any time during this Agreement.

B. If, following the receipt of written notice of default from the CITY and the expiration of the thirty (30) day cure period, an event of default has occurred, the COMPANY shall pay the CITY all amounts waived or reimbursed under this agreement, plus interest at the rate of prime plus one percent (1%) from the date of the disbursement to until such payments are received by CITY.

24. Time is of the essence of this Agreement.

25. It is declared to be the intent of the parties that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this

Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

26. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound hereby.

27. The COMPANY agrees that no representations have been made by the CITY in order to induce the COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the _____ day of _____ 2026.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____ By: _____
Ricardo Quinones, City Clerk _____, Council President

Approved as to Legal Form and Content only
for the reliance by the City of Zephyrhills

Matthew E. Maggard, City Attorney

MONIN, INC AKA

PROJECT WONKA

WITNESSES:

Ashley Joy
Print Name: Ashley Joy

JAMES HARTLEY
Print Name: JAMES HARTLEY

STATE OF Florida
COUNTY OF Pinellas

Greg Grabau
Name: Greg Grabau
Title: CFO
Date: May 27, 2026

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of May, 2026 by Greg Grabau as CFO of Monin, Inc., a Florida Corporation. He ☒ is personally known to me or [] has produced a driver's license as identification.

Megan Meiers
NOTARY PUBLIC

[NOTARY SEAL]



BUSINESS ITEMS 2.2

Gehring Group Classification and Compensation Study

Issue:

Review and consideration of the compensation study for implementation.

Background:

The Gehring Group conducted a compensation study to evaluate the City's current pay structure and provide recommendations for competitive and equitable compensation practices.

The recommended salary ranges are based on market data and comparable organizations analyzed during the study. Implementation of the proposed pay plan will help the City remain competitive in recruiting and retaining employees while promoting equitable compensation across all positions.

The estimated cost to implement the recommended salary adjustments, including a 3% COLA, is approximately \$247,346. With a 5% COLA, the estimated cost is approximately \$387,111. These estimates do not include applicable payroll taxes or retirement contributions.

Funding for the proposed salary adjustments will be allocated from the Airport, General, Sanitation, and Utilities funds.

Attachment(s):

1. ZH Presentation v1 (1)
2. Pay Plan v5 Agenda v1

Fiscal Impact:

Funding for the proposed compensation adjustments is included in the FY 2026/27 budget, contingent upon approval by the City Council.

Staff Recommendation:

Staff recommends approval of the Gehring Group's Compensation Study.

City of Zephyrhills

Classification & Compensation Study Report

Presented by:
Human Capital Advisory Services¹

This document is designed to provide basic information regarding benefit plans and programs available to eligible employees. This document merely summarizes the employee benefit plans and programs and does not detail all of the terms, conditions, restrictions, and exclusions contained in the plan documents, carrier contracts and/or Summary Plan Descriptions (SPD) (the "plan documentation") for the various benefit plans and programs. Every reasonable effort has been made to ensure the accuracy of the information contained in this document; however, in the event of a discrepancy between the information in this document and the plan documentation, the provisions described in the plan documentation will govern. This document does not create any contractual rights for any current or former employee, or for any other individual. The provisions of the applicable plan documentation will govern the determination of any individual's rights under any employee benefit plan or program. Your employer reserves the right to amend or terminate any of its employee benefit plans and programs at any time and without notice or cause.

Project Overview

- Discussed project methodology and approach
- Conducted study
- Presented Gehring Groups' recommendation for pay plan and compression adjustments
- Reviewed implementation costs
 - ✓ Scenario 1 – cost to implement the study with 3% COLA
 - ✓ Scenario 2 – cost to implement the study with 5% COLA



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Methodology & Approach

- Held discovery meeting to discuss project goals, scope and deliverables
- Completed an overall assessment of the City's current pay plan
- Reviewed job descriptions and organizational structure
- Benchmarked job classifications against data provided by peer agencies



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Methodology & Approach

- Reviewed the results of the benchmark data with the City
- Reviewed the current pay plan range spread vs. industry standard for public sector
- Developed new pay ranges for each job classification
- Conducted a compression employee pay analysis based on current job classification, time in classification and current pay

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Review & Findings

- City's current pay ranges have a spread of 38.5% from minimum of range to maximum of range
 - *Market norm on average for public sector is between 40% & 60%*
 - *Recommend 40% range spread with new pay plan*
 - *Pay range minimums increased an average of 7.6%*
 - *Pay range maximums increased an average of 7.6%*
- Internal equity was used for any classification that did not have comparable data
- Recommend using some industry standard position titles



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Compression Analysis

Scenario 1 – Pay Study Results with 3% COLA

- 29 employees below the minimum of new pay ranges
 - Total cost: **\$40,211**
- 0 employees above the maximum of the new pay ranges
 - Amount over maximum: \$0
- 64 employees receive compression
 - Total cost: **\$164,534**
- 81 employees impacted by the study
- COLA Total Cost: **\$247,346**
- Average employee increase 4.86%

Total financial impact including benefits to implement: **\$584,006**

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Compression Analysis

Scenario 2 – Pay Study Results with 5% COLA

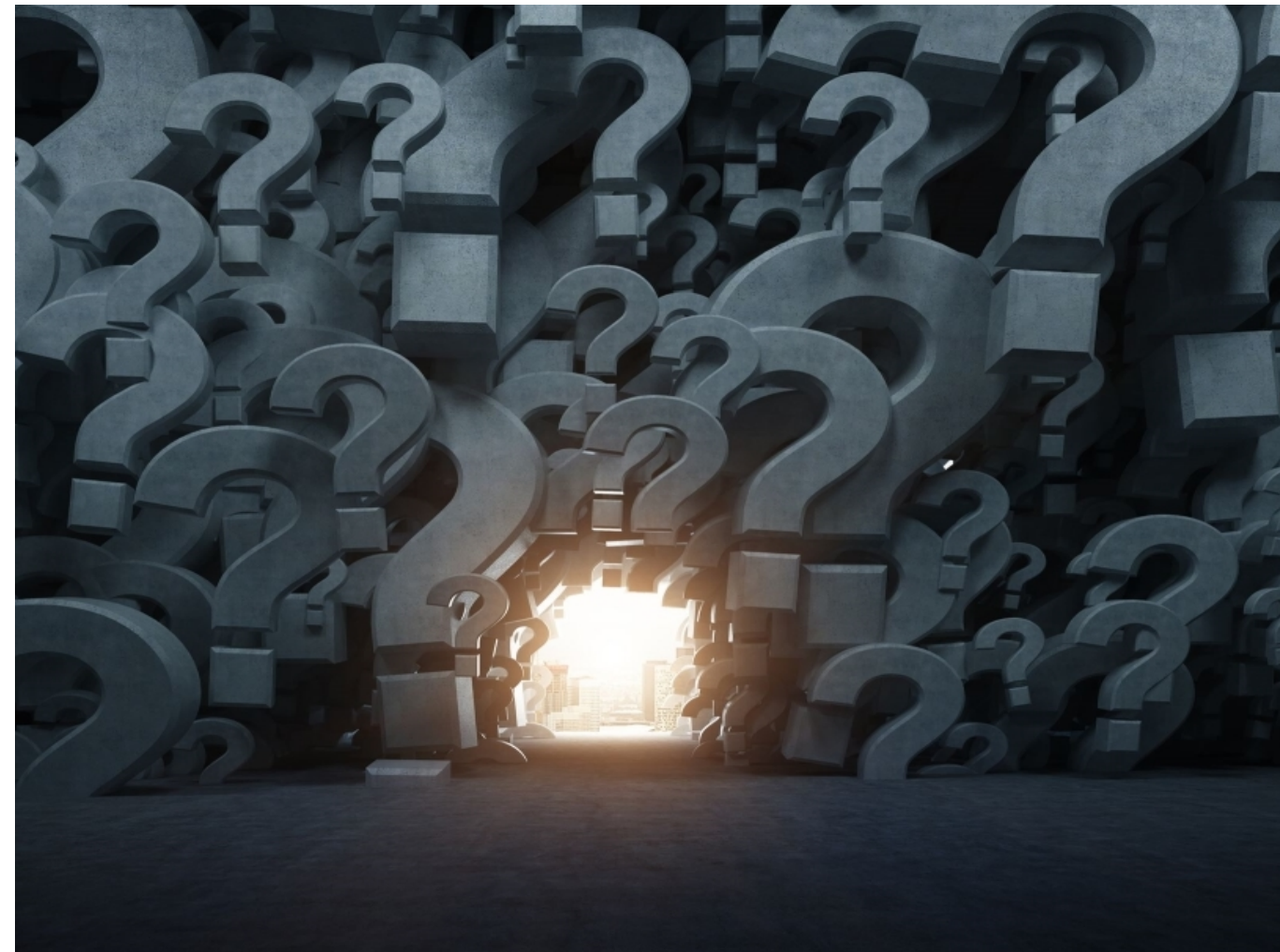
- 19 employees below the minimum of new pay ranges
 - Total cost: **\$23,173**
- 0 employees above the maximum of the new pay ranges
 - Amount over maximum: \$00
- 57 employees receive compression
 - Total cost: **\$141,780**
- 70 employees impacted by the study
- COLA Total cost: **\$387,111**
- Average employee increase 5.94%

Total financial impact including benefits to implement: **\$734,659**

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Questions

Thank you for using the Gehring Group to conduct the Compensation Study!



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City of Zephyrhills FY26/27 Pay Plan

POSITION TITLE	Current Min	Current Max	New PG	Proposed Min	Proposed Max
Circulation Clerk	\$31,200.00	\$43,680.00	1	\$33,280.00	\$46,592.00
Human Resources Clerk (PT)	\$31,200.00	\$43,680.00	1	\$33,280.00	\$46,592.00
Office Assistant	\$31,200.00	\$43,680.00	1	\$33,280.00	\$46,592.00
Airport Maintenance Specialist I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Building Maintenance Specialist I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Customer Service Rep - UB	\$31,200.00	\$43,680.00	2	\$34,944.00	\$48,921.60
Heavy Equipment Operator I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Meter Reader I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Parks Maintenance Worker I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Records Clerk	\$31,200.00	\$43,680.00	2	\$34,944.00	\$48,921.60
Sanitation Worker I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Utilities Service Worker I	\$32,760.00	\$45,864.00	2	\$34,944.00	\$48,921.60
Assistant Sanitation Driver	\$36,117.90	\$50,565.06	3	\$36,691.20	\$51,367.68
Senior Customer Service Representative - UB	\$34,398.00	\$48,157.20	3	\$36,691.20	\$51,367.68
Wastewater Treatment Plant Operator Trainee	\$32,760.00	\$45,864.00	3	\$36,691.20	\$51,367.68
Water Treatment Plant Operator Trainee	\$32,760.00	\$45,864.00	3	\$36,691.20	\$51,367.68
Airport Maintenance Specialist II	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Building Maintenance Specialist II	\$37,923.80	\$53,093.31	4	\$38,525.76	\$53,936.06
Code Support Specialist	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Meter Reader II	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Parks Maintenance Worker II	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Planning Support Specialist	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Senior Circulation Clerk	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Utilities Service Worker II	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Utility Billing Specialist	\$36,117.90	\$50,565.06	4	\$38,525.76	\$53,936.06
Heavy Equipment Operator II	\$37,923.80	\$53,093.31	5	\$40,452.05	\$56,632.87
Property and Evidence Specialist	\$36,117.90	\$50,565.06	5	\$40,452.05	\$56,632.87
Public Safety Communications Operator	\$37,923.80	\$53,093.31	5	\$40,452.05	\$56,632.87
Sanitation Driver	\$37,923.80	\$53,093.31	5	\$40,452.05	\$56,632.87
Airport Maintenance Specialist III	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Executive Assistant	\$41,810.98	\$58,535.38	6	\$42,474.65	\$59,464.51
Horticultural Specialist	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Parks Maintenance Worker III	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Senior Code Support Specialist	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Sign Tech	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Utilities Service Worker III	\$39,819.98	\$55,747.98	6	\$42,474.65	\$59,464.51
Accounting Specialist	\$43,901.53	\$61,462.15	7	\$44,598.38	\$62,437.73
Assistant City Clerk	\$41,810.98	\$58,535.38	7	\$44,598.38	\$62,437.73
Crime Scene Tech	\$37,923.80	\$53,093.31	7	\$44,598.38	\$62,437.73
Heavy Equipment Operator III	\$41,810.98	\$58,535.38	7	\$44,598.38	\$62,437.73
Human Resources Assistant	\$41,810.98	\$58,535.38	7	\$44,598.38	\$62,437.73
FOG Inspector	\$43,901.53	\$61,462.15	8	\$46,828.30	\$65,559.62
Purchasing and Accounting Specialist	\$43,901.53	\$61,462.15	8	\$46,828.30	\$65,559.62

Senior Maintenance Mechanic - Fleet/Sanitation	\$41,810.98	\$58,535.38	8	\$46,828.30	\$65,559.62
Utility Billing Supervisor	\$43,901.53	\$61,462.15	8	\$46,828.30	\$65,559.62
Wastewater Treatment Plant Operator C	\$43,901.53	\$61,462.15	8	\$46,828.30	\$65,559.62
Water Treatment Plant Operator C	\$43,901.53	\$61,462.15	8	\$46,828.30	\$65,559.62
Airport Operations Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Code Compliance Inspector	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Meter Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Parks Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Public Safety Communications Supervisor	\$46,096.61	\$64,635.25	9	\$49,169.72	\$68,837.61
Sanitation Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Streets Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Wastewater Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Water Foreman	\$46,096.61	\$64,535.25	9	\$49,169.72	\$68,837.61
Community Planner	\$48,401.44	\$67,762.02	10	\$51,628.20	\$72,279.48
Crime Analyst	\$46,096.61	\$64,535.25	10	\$51,628.20	\$72,279.48
Environmental Coordinator	\$48,401.44	\$67,762.02	10	\$51,628.20	\$72,279.48
Fleet Maintenance Foreman	\$46,096.61	\$64,535.25	10	\$51,628.20	\$72,279.48
IT Specialist	\$48,401.44	\$67,762.02	10	\$51,628.20	\$72,279.48
Main Street Coordinator	\$50,821.51	\$71,150.12	10	\$51,628.20	\$72,279.48
Parks and Recreation Coordinator	N/A	N/A	10	\$51,628.20	\$72,279.48
Scada Specialist	\$48,401.44	\$67,762.02	10	\$51,628.20	\$72,279.48
Code Compliance Supervisor	\$48,401.44	\$67,762.02	11	\$54,209.61	\$75,893.45
GIS Tech/Community Planner	\$50,821.51	\$71,150.12	11	\$54,209.61	\$75,893.45
Wastewater Treatment Plant Operator B	\$50,821.51	\$71,150.12	11	\$54,209.61	\$75,893.45
Water Treatment Plant Operator B	\$50,821.51	\$71,150.12	11	\$54,209.61	\$75,893.45
Electrical Instrumental Tech	\$53,362.59	\$74,707.62	12	\$56,920.09	\$79,688.13
Fire Inspector	\$53,362.59	\$74,707.62	12	\$56,920.09	\$79,688.13
Public Information Officer	\$53,362.59	\$74,707.62	12	\$56,920.09	\$79,688.13
Senior Building Code Inspector	\$53,362.59	\$74,707.62	12	\$56,920.09	\$79,688.13
Human Resources Coordinator	\$56,030.72	\$78,443.00	13	\$59,766.10	\$83,672.54
Wastewater Treatment Plant Operator A	\$56,030.72	\$78,443.00	13	\$59,766.10	\$83,672.54
Water Treatment Plant Operator A	\$56,030.72	\$78,443.00	13	\$59,766.10	\$83,672.54
Assistant Library Director	\$56,030.73	\$78,443.00	14	\$62,754.40	\$87,856.16
Chief Wastewater Plant Operator	\$58,832.25	\$82,365.15	14	\$62,754.40	\$87,856.16
Fleet Maintenance Superintendent	\$58,832.25	\$82,365.15	14	\$62,754.40	\$87,856.16
Parks & Facilities Superintendent	\$58,832.25	\$82,365.15	14	\$62,754.40	\$87,856.16
Sanitation Superintendent	\$58,832.25	\$82,365.15	14	\$62,754.40	\$87,856.16
Streets & Stormwater Superintendent	\$58,832.25	\$82,365.15	14	\$62,754.40	\$87,856.16
IT Systems Administrator	\$61,773.87	\$86,483.41	15	\$65,892.12	\$92,248.97
Wastewater Superintendent	\$61,773.87	\$86,483.41	15	\$65,892.12	\$92,248.97
Water Superintendent	\$61,773.87	\$86,483.41	15	\$65,892.12	\$92,248.97
Reserved	N/A	N/A	16	\$69,186.73	\$96,861.42
Assistant Finance Director	\$68,105.69	\$95,347.96	17	\$72,646.07	\$101,704.50
Principal Planner	\$68,105.69	\$95,347.96	17	\$72,646.07	\$101,704.50
Reserved	N/A	N/A	18	\$76,278.37	\$106,789.72
City Clerk	\$71,510.97	\$100,115.36	19	\$80,092.29	\$112,129.21
CRA Director	\$75,086.52	\$105,121.01	20	\$84,096.90	\$117,735.66
Library Director	\$75,086.52	\$105,121.13	20	\$84,096.90	\$117,735.66

Reserved	N/A	N/A	21	\$88,301.75	\$123,622.45
Building Official	\$86,922.03	\$121,690.85	22	\$92,716.84	\$129,803.58
Airport Director	\$86,922.03	\$121,690.85	23	\$97,352.68	\$136,293.75
Finance Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
HR/Risk Management Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
IT Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
Planning Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
Public Works Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
Utilities Director	\$91,268.13	\$127,775.39	24	\$102,220.31	\$143,108.43
Reserved	N/A	N/A	25	\$107,331.33	\$150,263.86
City Engineer	N/A	N/A	26	\$112,697.90	\$157,777.06

BUSINESS ITEMS 2.3

Building Fee Schedule Amendment

Resolution No. 870-26 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A COST-BASED BUILDING PERMIT FEE METHODOLOGY AND FEE SCHEDULE FRAMEWORK; PROVIDING FOR A COST-BASED FEE STRUCTURE; PROVIDING FOR PRIVATE-PROVIDER FEE REDUCTIONS; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE. "**

Issue:

The proposed fee structure is designed to recover the reasonable costs associated with permit administration, plan review, inspections, certificate issuance, record keeping, and related technology services while maintaining transparency and consistency for applicants.

Background:

The Florida Legislature adopted HB 803, which requires local governments to establish building permit fees based on the actual costs of providing permitting, plan review, and inspection services rather than project valuation or construction cost.

Attachment(s):

1. Resolution 870-26 Building Fee Schedule

Fiscal Impact:

expected to be revenue neutral overall

Staff Recommendation:

Staff recommends approval of Resolution 870-26.

RESOLUTION NO: 870-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A COST-BASED BUILDING PERMIT FEE METHODOLOGY AND FEE SCHEDULE FRAMEWORK; PROVIDING FOR A COST-BASED FEE STRUCTURE; PROVIDING FOR PRIVATE-PROVIDER FEE REDUCTIONS; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Zephyrhills (the "City") is a municipal corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the City operates a Building Department responsible for the enforcement of the Florida Building Code, including building permit issuance, plan review, inspections, and related services; and

WHEREAS, the Florida Legislature enacted House Bill 803 (2026), codified in relevant part at Section 553.80, Florida Statutes, which provides that inspection fees charged by local governments shall not be based on the cost of the project but shall be calculated to cover the cost of providing the inspection services, and which establishes a \$7,500 exemption for residential maintenance, repair, or improvement projects not requiring plan review or more than one inspection; and

WHEREAS, the Florida Legislature enacted Senate Bill 1614 (2026), which requires that total fees, fines, and charges levied by a local government for enforcement of the Florida Building Code shall not generate revenue in excess of the total estimated annual costs of the allowable activities funded by such fees, and which imposes limitations on use of fee revenues, fund balance carryforward, and requires annual compliance review; and

WHEREAS, SB 1614 further requires that any local government that levies fees for enforcement of the Florida Building Code must demonstrate that such fees are based on the actual costs of providing the services for which the fees are charged, including direct costs and reasonable indirect costs; and

WHEREAS, the City has completed a comprehensive cost-based fee study analyzing the direct and indirect costs of building code enforcement services, including salaries and benefits of enforcement staff, vehicle and equipment costs, software systems, training, professional plan review contracts, supplies, and reasonable indirect allocations; and

WHEREAS, the fee study determined that the City's total allowable annual costs for building code enforcement activities are One Million Two Hundred Twenty-Two Thousand Eight Hundred Dollars (\$1,222,800.00); and

WHEREAS, the fee study determined that the total projected annual revenue under the proposed fee schedule is Nine Hundred Seventy-Four Thousand Thirty-Eight Dollars and Thirty Cents (\$974,038.30), which does not exceed the total allowable annual costs, thereby satisfying the revenue test required by SB 1614; and

WHEREAS, the proposed fees are calculated based on the cost of providing services and are not based on the cost or value of the construction project, consistent with HB 803; and

WHEREAS, HB 803 requires that fees for inspections performed by private providers shall be reduced by 25% for commercial projects utilizing a duly qualified private provider for inspections, and by 50% for commercial projects utilizing a duly qualified private provider for both plan review and inspections; and

WHEREAS, the City has completed a cost-based fee study analyzing the direct and indirect costs of building code enforcement services, including salaries and benefits of enforcement staff, vehicle and equipment costs, software systems, training, professional plan review contracts, supplies, and reasonable indirect allocations; and

WHEREAS, the fee study determined that the City's total allowable annual costs for building code enforcement activities are One Million Two Hundred Twenty-Two Thousand Eight Hundred Dollars (\$1,222,800.00); and

WHEREAS, the fee study determined that the total projected annual revenue under the proposed fee schedule is Nine Hundred Seventy-Four Thousand Thirty-Eight Dollars and Thirty Cents (\$974,038.30), which does not exceed the total allowable annual costs, thereby satisfying the revenue test required by SB 1614; and

WHEREAS, SB 1614 requires that the City accept electronic submissions for building permits, plans, and related documents, and the City has implemented or is implementing electronic submission systems in compliance therewith; and

WHEREAS, the City Council finds it necessary and in the public interest to adopt a cost-based building permit fee schedule that complies with HB 803 and SB 1614, ensures that fee revenue does not exceed allowable costs, and that fees are supported by documented cost methodology; and

WHEREAS, the fee schedule attached hereto as Exhibit A has been prepared based upon and is supported by the City's fee study and cost analysis, and sets forth the specific fees to be charged for building permit processing, plan review, inspections, and related services.

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

Section 1. Recitals Adopted.

The above recitals are true and correct and are hereby incorporated herein by reference as findings of the City Council.

Section 2. Cost-Based Fee Schedule Adopted.

The City Council hereby adopts the Cost-Based Building Permit Fee Schedule attached hereto as Exhibit A and incorporated herein by reference. The fees set forth in Exhibit A shall be the fees charged by the City for building permit processing, plan review, inspections, and related services for enforcement of the Florida Building Code, effective as set forth in Section 11 of this Resolution.

Section 3. Inspection Fees Not Based on Project Cost.

Consistent with Section 553.80, Florida Statutes, as amended by HB 803, the inspection fees set forth in Exhibit A are calculated based on the actual cost of providing inspection services and are not based on the cost or value of the construction project. The cost per inspection is \$142.78, which reflects the fully-loaded cost of inspector time, travel, equipment, and related overhead for each inspection event.

Section 4. Residential Maintenance Exemption.

Pursuant to HB 803, no permit fee shall be charged for a residential maintenance, repair, or improvement project where the project cost does not exceed \$7,500.00 and the project does not require plan review or more than one inspection. This exemption shall not apply to projects requiring structural modifications, projects in flood zones requiring elevation certificates, or any work requiring multiple inspections.

Section 5. Private Provider Fee Reductions.

In accordance with HB 803 and Section 553.791, Florida Statutes, the following reductions shall apply to commercial building permits when a duly qualified private provider is utilized:

- (a) Twenty-five percent (25%) reduction in inspection fees for commercial projects utilizing a private provider for inspections only.
- (b) Fifty percent (50%) reduction in inspection fees for commercial projects utilizing a private provider for both plan review and inspections.

The private provider reduction shall be applied to the inspection fee component only and shall not reduce the non-reducible processing fee. The Building Official may require documentation of private provider qualifications and licensure prior to granting the reduction.

Section 6. Revenue Limitation and Use of Funds.

In compliance with SB 1614, total fees, fines, and charges collected by the City for enforcement of the Florida Building Code shall not generate revenue in excess of the total estimated annual costs of the allowable activities funded by such fees. Revenue collected under this fee schedule shall be used exclusively for building code enforcement activities as defined and limited by SB 1614, including but not limited to salaries of code enforcement personnel, inspections, plan review, software, training, vehicles, and reasonable indirect costs.

Section 7. Fund Balance and Carryforward.

Any surplus fee revenue remaining at the end of a fiscal year shall be maintained in a designated building code enforcement fund and shall be subject to the carryforward limitations established by SB 1614. Fund balances shall be reviewed annually and fee adjustments shall be made as necessary to ensure compliance.

Section 8. Electronic Submissions.

The City shall accept electronic submissions for building permit applications, construction plans, inspection requests, and related documents, in compliance with SB 1614. The Building Official is authorized to establish procedures and technical specifications for electronic submissions.

Section 9. Annual Review.

The Building Official shall conduct an annual review of the fee schedule and cost analysis on or before October 1 of each fiscal year to ensure continued compliance with HB 803 and SB 1614. The annual review shall assess whether fee revenue exceeds allowable costs, whether the cost basis for individual fees remains valid, and whether adjustments are necessary. The Building Official shall present findings and any recommended adjustments to the City Council.

Section 10. Supersession of Prior Fees.

Upon the effective date of this Resolution, the fee schedule adopted herein shall supersede and replace all prior building permit fee schedules, rate tables, and fee provisions previously adopted by the City for building code enforcement services, to the extent inconsistent herewith. Any building permit application submitted prior to the effective date shall be subject to the fees in effect at the time of application.

Section 11. Effective Date.

This Resolution upon adoption by the City Council and being signed by the Mayor.

The foregoing Resolution No. 870-26 was read and passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of July, 2026.

Attest: _____
Ricardo Quiñones, City Clerk Steven F. Spina, Ph.D., Council President

The foregoing Resolution No. 870-26 was approved by me this 13th day of July, 2026.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

EXHIBIT A

COST-BASED BUILDING PERMIT FEE SCHEDULE

City of Zephyrhills, Florida

Effective July 1, 2026 (or date of adoption, whichever is later)

The following fees are adopted pursuant to Resolution No. 870-26 and are calculated based on the actual cost of providing building code enforcement services, in compliance with HB 803 and SB 1614 (2026). Fees are not based on the cost or value of the construction project.

PART I: UNIT COST FEES

Fee Category	Fee Amount	Basis
Permit Processing -- Residential	\$105.41	Per application
Permit Processing -- Commercial/Industrial	\$128.12	Per application
Plan Review -- Residential (SF/Duplex)	\$142.78	Per submittal
Plan Review -- Residential (Townhouse)	\$142.78	Per submittal
Plan Review -- Residential (Multifamily)	\$225.56	Per submittal
Plan Review -- Commercial (General)	\$142.78	Per submittal
Plan Review -- Commercial (Complex)	\$391.12	Per submittal
Inspection -- Foundation	\$142.78	Per inspection
Inspection -- Framing	\$142.78	Per inspection
Inspection -- Electrical	\$142.78	Per inspection
Inspection -- Plumbing	\$142.78	Per inspection
Inspection -- Mechanical	\$142.78	Per inspection
Inspection -- Final	\$142.78	Per inspection
Reinspection (all types)	\$142.78	Per inspection
Certificate of Occupancy / Completion	\$150.82	Per certificate
Revision / Resubmittal Review	\$142.78	Per resubmittal
Demolition Permit	\$100.63	Per permit
Roofing Permit	\$100.63	Per permit
Pool/Spa Permit	\$100.63	Per permit
Expedited Plan Review Surcharge	\$105.41	Per request
After-Hours Inspection	\$60.00	Per inspection

PART II: TOTAL FEE BY PERMIT TYPE

The total building permit fee for each category is the sum of the processing fee, plan review fee, and inspection fees (based on the number of required inspections for that permit type). The table below shows the total fee for a standard permit in each category.

Permit Category	Processing	Plan Review	Inspections	Total Fee
RESIDENTIAL				
Single-family detached	\$105.41	\$142.78	\$2,141.70	\$2,389.89
Two-family / duplex	\$105.41	\$142.78	\$2,141.70	\$2,389.89
Townhouse	\$105.41	\$142.78	\$2,284.48	\$2,532.67
Multifamily	\$105.41	\$225.56	\$2,284.48	\$2,615.45
COMMERCIAL				
Mercantile / retail	\$128.12	\$142.78	\$2,141.70	\$2,412.60
Business / office	\$128.12	\$142.78	\$3,569.50	\$3,840.40
Assembly / restaurant	\$128.12	\$391.12	\$3,569.50	\$4,088.74
Medical / institutional	\$128.12	\$391.12	\$7,139.00	\$7,658.24
Shell building	\$128.12	\$142.78	\$1,142.24	\$1,413.14
Tenant buildout / alteration	\$128.12	\$142.78	\$2,141.70	\$2,412.60
Accessory / storage	\$128.12	\$142.78	\$1,713.36	\$1,984.26
INDUSTRIAL				
Light industrial	\$128.12	\$142.78	\$4,283.40	\$4,554.30
Heavy industrial / mfg.	\$128.12	\$391.12	\$14,278.00	\$14,797.24
Warehouse / distribution	\$128.12	\$142.78	\$14,278.00	\$14,548.90

PART III: PRIVATE PROVIDER FEE REDUCTIONS (COMMERCIAL ONLY)

Per HB 803 and Section 553.791, F.S., the following reductions apply to commercial/industrial inspection fees when a qualified private provider is utilized:

Private Provider Scenario	Inspection Fee Reduction	Processing Fee
PP for inspections only	25% reduction	No reduction (full amount)
PP for plan review + inspections	50% reduction	No reduction (full amount)

PART IV: EXEMPTIONS AND NOTES

\$7,500 Residential Maintenance Exemption: No permit fee is charged for residential maintenance, repair, or improvement projects where the project cost does not exceed \$7,500.00 and the project does not require plan review or more than one inspection (HB 803).

Inspection Fee Basis: All inspection fees are based on the cost of providing inspection services (\$142.78 per inspection event) and are not based on the cost or value of construction. The number of inspections varies by permit type.

Electronic Submissions: The City accepts electronic submissions for permit applications, plans, and inspection requests per SB 1614.

Revenue Limitation: Total projected annual revenue (\$974,038.30) does not exceed total allowable annual costs (\$1,222,800.00). This fee schedule is subject to annual review per Section 10 of the adopting Resolution.

Complex Commercial Plan Review: Applies to assembly, restaurant, public assembly, medical, institutional, care facilities, and heavy industrial/manufacturing projects.

BUSINESS ITEMS 2.4

Stormwater Assessment Rates

Resolution No. 871-26 " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, REGARDING THE ESTABLISHMENT OF STORMWATER UTILITY ASSESSMENT RATES. "

Issue:

Raftelis is engaged with the City of Zephyrhills (City) to implement a Stormwater Utility via the non-ad valorem assessment uniform collection methodology. On June 22, 2026, at a regular meeting of the City Council, the City Council conducted the second reading of the Stormwater Utility Ordinance, and reviewed resolutions related to the Stormwater Utility Rate, with a rate proposed at \$118/ERU/year for Fiscal Year 2027, and the Stormwater Utility Assessment Mitigation Credit Policy Manual. At that meeting, City Councilors requested that Raftelis and City staff review the proposed budget to determine if cuts could be made to lower the annual stormwater utility rate. The following provides information related to those efforts, with an additional budget option which both provide lower rates per ERU across the forecast period.

Background:

Under this revised budget, the following changes were made to the current budget:

1. The original capital improvement program (CIP) budget was extended out to FY2032, and projects were spread out across 6 years rather than 5 as follows:
 - a. The property acquisition budget has been reduced from \$300,000 to \$250,000 per year across the 6-year period.
 - b. The "C" Avenue Culvert Project construction and design for the project at 7251 16th Street is proposed to take place in FY2027.
 - c. The construction of the Meadowood Ponds and Emergency Generator project, design of the 14th Ave. Stormwater Improvements (BMP 2) and purchase of a new Street Sweeper are proposed to take place in FY2028.
 - d. Year 1 of construction of the 14th Avenue Stormwater Improvements (BMP 2) is proposed to take place in FY2029.
 - e. Year 2 of construction of the 14th Avenue Stormwater Improvements (BMP 2) and design phase for 14th Avenue Stormwater Improvements with connection to 11th and 12th Street (BMP 2.1) is proposed to take place in FY2030.
 - f. Years 1 and 2 of construction 14th Avenue Stormwater Improvements with connection to 11th and 12th Street (BMP 2.1) are proposed to take place in

FY2031 and FY2032.

Figure 1 represents the total proposed revenue requirements for the proposed revised budget from FY2027 through FY2032:

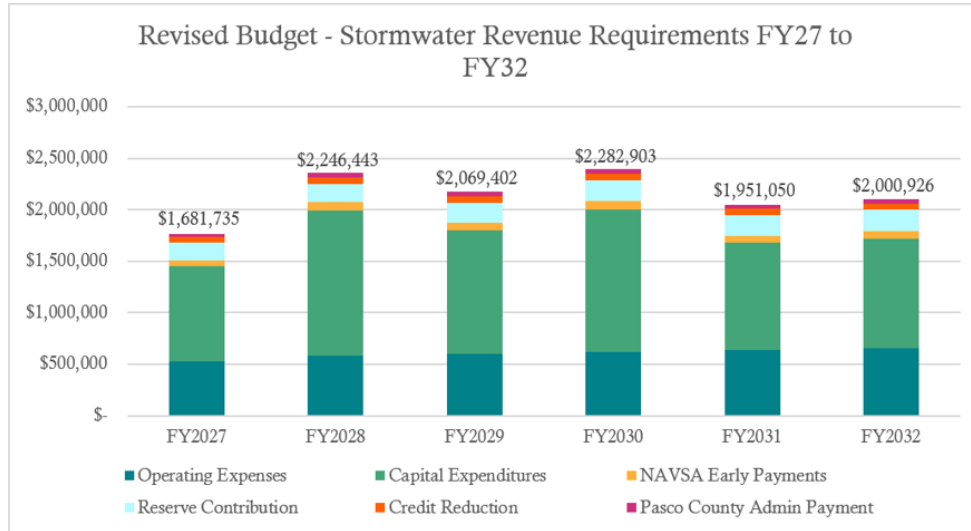
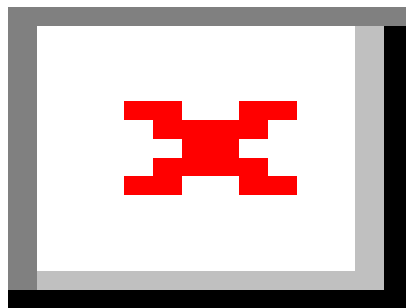


Figure 2 represents the rates needed to meet the revenue requirements in the proposed revised budget:



Attachment(s):

1. Resolution 871-26 - Stormwater Assessment Rates
2. Stormwater CIP

Fiscal Impact:

No Fiscal Expenditures.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this resolution 871-26 as presented.

RESOLUTION NO. 871-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ZEPHYRHILLS, FLORIDA, REGARDING THE ESTABLISHMENT OF
STORMWATER UTILITY ASSESSMENT RATES.**

WHEREAS, the City Council (the “Council”) of the City of Zephyrhills, Florida (the “City”) has enacted Ordinance No. 1522-26, which creates Chapter 57 of the City’s Code of Ordinances (the “Stormwater Code”) to establish a stormwater utility and stormwater assessments; and

WHEREAS, Section 57-09 of the Stormwater Code authorizes the City Council to impose stormwater assessments against each developed parcel located within the stormwater service area, measured by the number of Equivalent Residential Units (ERUs) attributable to each parcel, based upon the special benefit accruing to such property from the stormwater management service provided by the City; and

WHEREAS, the City Council finds that the assessment of stormwater service and improvement costs based on impervious area, as represented by ERUs, fairly and reasonably apportions those costs in proportion to the special benefit received by each developed parcel; and

WHEREAS, the City has caused to be prepared a rate and apportionment study demonstrating that the stormwater assessment rates set forth herein are fair and reasonable and do not exceed the proportional special benefit conferred upon each assessed parcel; and

WHEREAS, notice of this public hearing has been provided in accordance with applicable law and Chapter 57 of the City Code; and

WHEREAS, the City Council finds it necessary and in the best interest of public health, safety, and welfare to establish stormwater assessment rates per ERU for Fiscal Years 2027 through 2031.

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

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Establishment of Rates. The City hereby establishes the annual stormwater assessment rates per ERU for Fiscal Years 2027 through 2032 to be between \$85.00 and \$110.00. The annual stormwater assessment rates per ERU for each fiscal year shall be as follows:

Fiscal Year 2026–2027: \$85.00 per ERU

Fiscal Year 2027–2028: \$110.00 per ERU

Fiscal Year 2028–2029: \$110.00 per ERU

Fiscal Year 2029–2030: \$110.00 per ERU

Fiscal Year 2030–2031: \$110.00 per ERU

Fiscal Year 2031–2032: \$110.00 per ERU

The rates for Fiscal Years 2027–2028 through 2030–2032 are projected maximum rates. The actual rate for each such fiscal year shall be established by the annual stormwater assessment resolution adopted pursuant to Section 57-14 of the City Code for the applicable fiscal year and shall not exceed the projected maximum rate without further action of the City Council following notice and hearing as required by law.

Section 3. Effective Date. This Resolution shall take effect upon adoption by the City Council; provided, however, that the stormwater assessments imposed hereby shall not be levied or collected unless and until Ordinance No. 1522-26 has become effective in accordance with its terms.

The foregoing Resolution No. 871-26 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of July, 2026.

Attest: _____
Ricardo Quiñones, City Clerk Steven F. Spina, Ph.D., Council President

The foregoing Resolution No. 871-26 was approved by me this 13th day of July, 2026.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

City of Zephyrhills - Stormwater Capital Improvement Projects				FY2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
				Non - Escalated	Escalated	Escalated	Escalated	Escalated	Escalated	Escalated
Projects	Escalation Factor	Phase	Funding Source							
6th Ave. Stormwater Improvements	Capital Costs	TBD	Pay-Go	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meadowood Ponds and Emergency Generator	Capital Costs	TBD	Pay-Go	\$ -	\$ -	\$ 690,925	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9th Avenue Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9th Avenue Stormwater Improvements	Capital Costs	Construction	Grant	\$ -	\$ 1,031,000	\$ -	\$ -	\$ -	\$ -	\$ -
"C" Avenue Culvert Replacement	Capital Costs	Construction	Pay-Go	\$ -	\$ 515,500	\$ -	\$ -	\$ -	\$ -	\$ -
Greenslope Drive Pump Upgrades	Capital Costs	Construction	Pay-Go	\$ -	\$ -	TBD	\$ -	\$ -	\$ -	\$ -
16th Street (6109 16th Street)	Capital Costs	Design	Pay-Go	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16th Street (7251 16th Street)	Capital Costs	Design	Pay-Go	\$ -	\$ 154,650	\$ -	\$ -	\$ -	\$ -	\$ -
BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Design	Pay-Go	\$ -	\$ -	\$ 183,892	\$ -	\$ -	\$ -	\$ -
BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th	Capital Costs	Design	Pay-Go	\$ -	\$ -	\$ -	\$ -	\$ 153,665	\$ -	\$ -
BMP 2 - 14th Ave. Stormwater Improvements	Capital Costs	Construction	Pay-Go	\$ -	\$ -	\$ -	\$ 950,156	\$ 979,611	\$ -	\$ -
BMP 2.1 - 14th Ave. Stormwater Improvements with connection to 11th	Capital Costs	Construction	Pay-Go	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 792,141	\$ 816,697
Property Acquisition	None	NA	Pay-Go	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Placeholder	Capital Costs	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Escalated Sub	Pay-Go	\$ 1,244,247	\$ 920,150	\$ 1,124,817	\$ 1,200,156	\$ 1,383,276	\$ 1,042,141	\$ 1,066,697
		Escalated Sub	Grant	\$ -	\$ 1,031,000	\$ -	\$ -	\$ -	\$ -	\$ -
		Escalated Sub	Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Escalated Total \$ 1,244,247 \$ 1,951,150 \$ 1,124,817 \$ 1,200,156 \$ 1,383,276 \$ 1,042,141 \$ 1,066,697

BUSINESS ITEMS 2.5

Joining Tampa Bay Regional Planning Council

Resolution No. 873-26 " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, RECOGNIZING THE IMPORTANCE OF INTERGOVERNMENTAL COOPERATION AND RESOLVING TO JOIN AND PARTICIPATE IN THE TAMPA BAY REGIONAL PLANNING COUNCIL. "

Issue:

City Council is requested to consider Resolution No. 873-26, authorizing the City of Zephyrhills to become a member of the Tampa Bay Regional Planning Council (TBRPC).

Background:

TBRPC offers technical assistance in a variety of areas, including economic development, emergency preparedness, environmental and resiliency planning, geographic information systems (GIS), hazard mitigation, fiscal and economic impact analysis, community planning, and branding and graphic design. Membership provides access to regional collaboration, professional expertise, and specialized planning services that support local government initiatives.

Attachment(s):

1. Resolution 873-26 - Joining Tampa Bay Regional Planning Council
2. 2.1 TBRPC - 2026 Council Member Guide

Fiscal Impact:

\$2,000 per year in Membership Dues

Staff Recommendation:

Staff recommends approval of Resolution 873-26.

RESOLUTION NO. 873-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, RECOGNIZING THE IMPORTANCE OF INTERGOVERNMENTAL COOPERATION AND RESOLVING TO JOIN AND PARTICIPATE IN THE TAMPA BAY REGIONAL PLANNING COUNCIL.

WHEREAS, the City Council of the City of Zephyrhills, Florida recognizes the importance of intergovernmental coordination and cooperation; and

WHEREAS, it is the desire of the City Council of the City of Zephyrhills to participate with other local governments in regional, metropolitan, county, and municipal planning matters; and

WHEREAS, the Tampa Bay Regional Planning Council (“TBRPC”) was established as a regional planning and coordinating agency pursuant to Chapter 186, Florida Statutes, and Florida Statutes Section 186.502(4) recognizes regional planning councils as Florida’s only multipurpose regional entities positioned to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues; and

WHEREAS, the TBRPC is recognized as a representative of local governments in the Tampa Bay Region, providing services and assistance to, and working for the best interest of, all local governments in the Tampa Bay Region, which encompasses Citrus, Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties; and

WHEREAS, the City of Zephyrhills Comprehensive Plan, Intergovernmental Coordination Element, identifies the TBRPC as a key coordinating entity and establishes policies supporting increased participation in the regional planning efforts of the TBRPC; and

WHEREAS, membership in the TBRPC will provide the City with access to regional planning coordination, technical assistance, dispute resolution services, emergency preparedness coordination, and grant review and clearinghouse functions; and

WHEREAS, pursuant to Section 186.504(2)(b), Florida Statutes, municipalities within the geographic area covered by a regional planning council may appoint representatives to serve on the council, and not less than two-thirds of the voting members shall be elected officials of local general-purpose governments;

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

Section 1. The City of Zephyrhills hereby elects to join and participate as a full member in the Tampa Bay Regional Planning Council, pursuant to Chapter 186, Florida Statutes.

Section 2. The City Council shall appoint an elected official of the City to serve as the City’s representative on the TBRPC, in accordance with Section 186.504(2)(b), Florida Statutes. The City Manager is authorized to designate an alternate representative as needed.

Section 3. Payment of the two thousand dollars (\$2,000.00) membership fee for Fiscal Year 2026-2027 is hereby authorized, and the City Manager is directed to remit such payment to the TBRPC from funds appropriated for this purpose.

Section 4. The City Manager, or designee, is hereby authorized to execute any documents, agreements, or instruments necessary to effectuate the City’s membership in the TBRPC, subject to approval as to form and legal sufficiency by the City Attorney.

Section 5. This Resolution shall take effect immediately upon its passage and adoption.

The foregoing Resolution No. 873-26 was read and passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of July, 2026.

Attest: _____
Ricardo Quiñones, City Clerk Steven F. Spina, Ph.D., Council President

The foregoing Resolution No. 873-26 was approved by me this 13th day of July, 2026.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



TBRPC

TAMPA BAY REGIONAL
PLANNING COUNCIL

TAMPA BAY REGIONAL PLANNING COUNCIL COUNCIL MEMBER ORIENTATION & REFERENCE GUIDE

COUNCIL MEETING INFORMATION

MEETINGS ARE HELD ON THE 2ND MONDAY OF THE FOLLOWING
MONTHS LISTED BELOW:

FEBRUARY, APRIL, JUNE, AUGUST, OCTOBER, AND
DECEMBER/ANNUAL MEETING/INSTALLATION OF OFFICERS

10:00 A.M.
COUNCIL CHAMBERS

For purposes of a quorum members are requested to RSVP for the council meetings.
Meetings are held in person with a virtual option for special circumstances such as out of town
travel or illness.

General dress code for Council Meetings: business/professional attire

4000 GATEWAY CENTRE BLVD.
SUITE 100
PINELLAS PARK, FLORIDA 33782
727.570.5151

STAFF CONTACT: MARIA ROBLES, MARIA@TBRPC.ORG , EXT. 11

MEETING CANCELLATION POLICY DURING A TROPICAL STORM OR HURRICANE RELATED EVENT

According to TBRPC policy our meetings will be cancelled if the National Hurricane Center issues a Tropical Storm **WARNING**, Hurricane **WATCH** or Hurricane **WARNING** at or after the 6:00 a.m. advisory on the day of business.

This policy will apply if any or all of our six-county region (Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas Counties) have been placed under these advisory conditions.

Please check your local advisory during these storm related events prior to attending a scheduled TBRPC Council Meeting or Committee Meeting. Whenever possible, meeting cancellation notices will be sent via email to Council Members and the cancellation will be posted to our website www.tbrpc.org.



Wren Krah
CP-PHR Executive Director

Board Operations | Administration

727-570-5151 ext. 22

wren@tbrpc.org



Cara Woods Serra
AICP, CFM Planning Director/Deputy
Executive Director

Program Management | Council Subcommittees

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cara@tbrpc.org



Maria Robles
Manager of Administration/Public
Information

Board Liaison | Website & Event Management |
Graphic Design | Spanish Translations | Public
Information State of Florida RMLLO | Agency
Public Records Custodian

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maria@tbrpc.org



Sarah Vitale
AICP Director of Civic Technology

Planning | Urban Design | Decision Support
Technologies

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sarah@tbrpc.org



Ashley Mott
GISP GIS Director

Geographic Information Systems

727-570-5151 ext. 70

ashley@tbrpc.org

TBRPC MANAGEMENT TEAM



MISSION STATEMENT

To serve our citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing needs regionally.

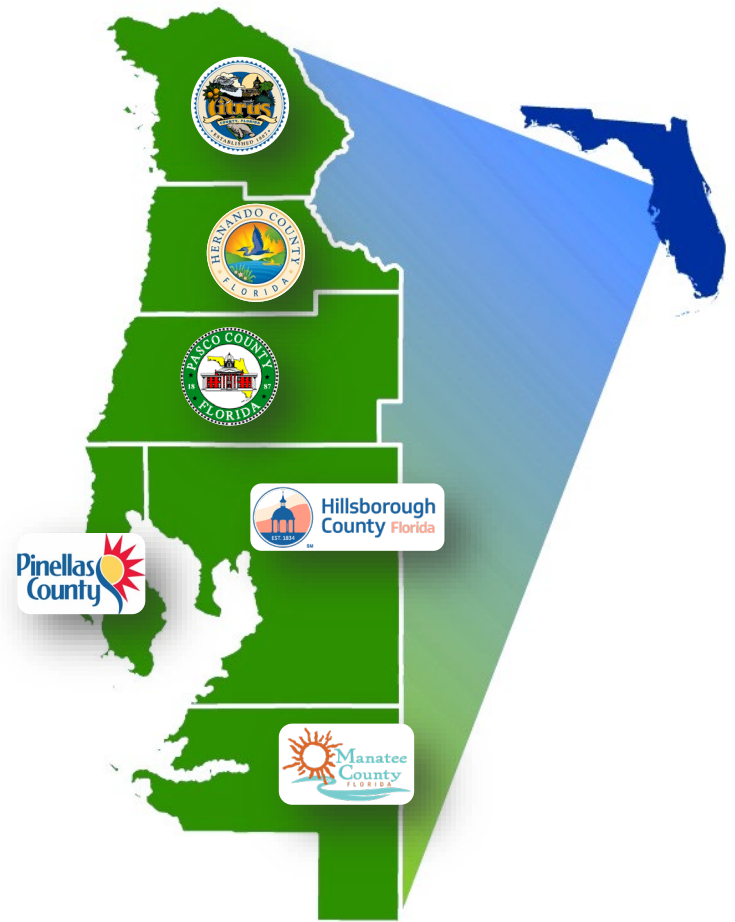
Convening the Region for 64 Years



- Promote Regional Leadership
- Economic Development
- Resiliency Planning
- Environmental Stewardship

Who We Serve

- 6 Counties
- 23 Municipalities
- 13 Gubernatorial Appointees
- 3 Ex-Officios



OUR MEMBER GOVERNMENTS

County Governments

Citrus County, Hernando County, Hillsborough County, Manatee County, Pasco County, Pinellas County

Municipalities

Bradenton, Clearwater, Crystal River, Dade City, Dunedin, Gulfport, Largo, Madeira Beach, New Port Richey, Oldsmar, Palmetto, Pinellas Park, Plant City, Port Richey, Safety Harbor, Seminole, South Pasadena, St. Petersburg, St. Pete Beach, Tampa, Tarpon Springs, Temple Terrace, and Treasure Island

13 Gubernatorial Appointees by County

3 Ex-Officios

Florida Department of Transportation, Florida Department of Environmental Protection and the Southwest Florida Water Management District

2026 OFFICERS



**Commissioner René
Flowers**

Chair

Pinellas County



**Commissioner
Rebecca Bays**

Vice Chair

Citrus County



**Councilwoman Lisa
Gonzalez Moore**

Secretary/Treasurer

City of Bradenton

Florida's Only...

The Regional Planning Council is recognized as Florida's **only multipurpose regional entity** that is in a position to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues, provide technical assistance to local governments, and meet other needs of communities in each region.

Florida Statutes 186.502(4)1

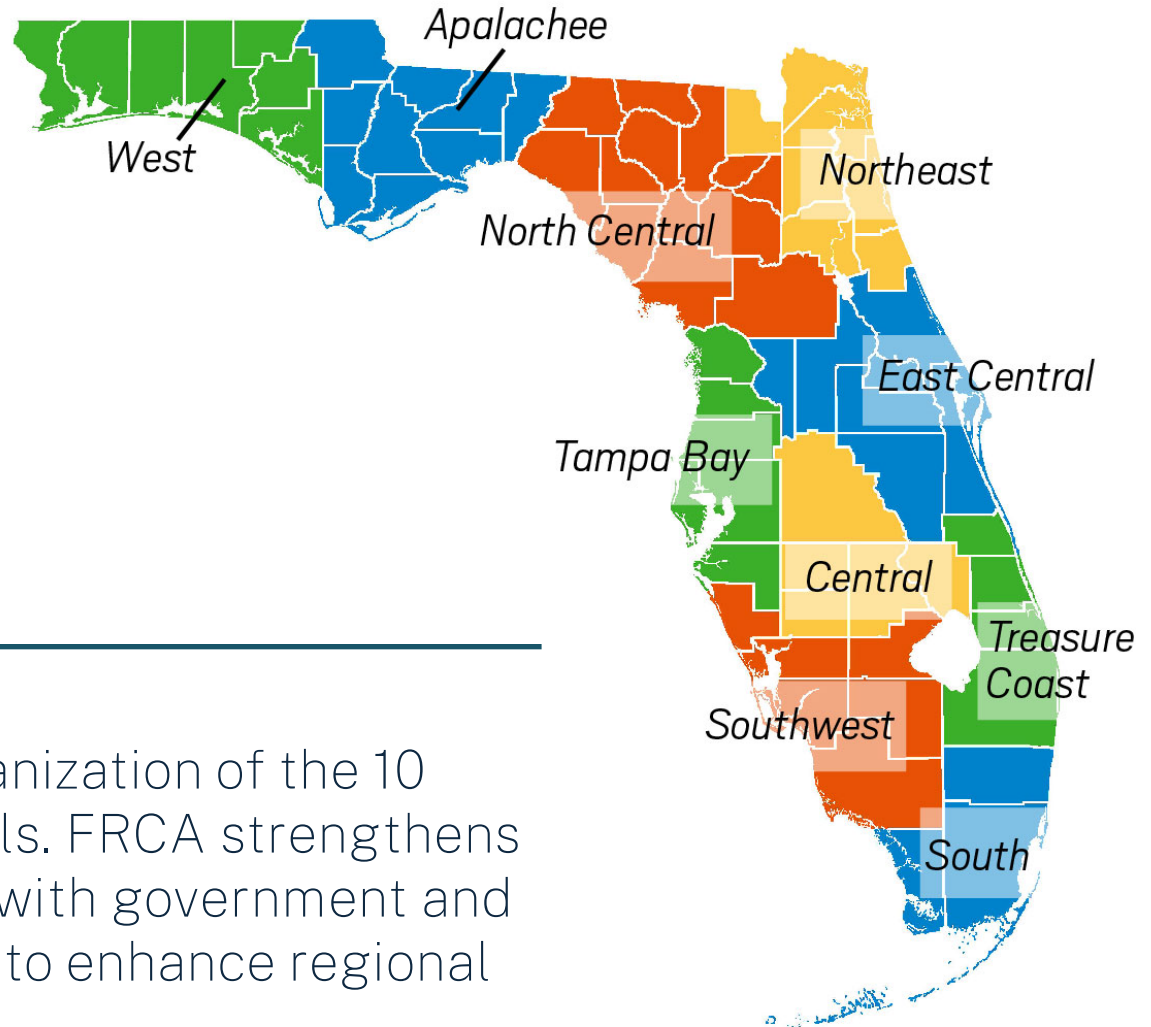
WHAT IS THE TBRPC?

- *TBRPC stands for Tampa Bay Regional Planning Council, an association of local governments and gubernatorial representatives.*
- *TBRPC brings together governments to coordinate planning for the community's future and provide an opportunity for sharing solutions among the 43 jurisdictions in the Tampa Bay region.*
- *TBRPC was established as Florida's first regional planning council in 1962, when representatives from St. Petersburg, Clearwater and Tampa recognized the need for regional coordination. They believed growth and community issues extend beyond county and municipal boundaries, a concept that still defines the Council's purpose today.*
- ***With over 550 regional planning councils (RPC) and councils of government (COG) nationwide , TBRPC is one of 10 regional planning councils in the state of Florida.***

FLORIDA REGIONAL COUNCILS ASSOCIATION (FRCA)

OUR STATEWIDE ORGANIZATION

www.flregionalcouncils.org



FRCA is a statewide organization of the 10 regional planning councils. FRCA strengthens Florida's RPCs, partners with government and the business community to enhance regional economic prosperity.

NATIONAL ASSOCIATION OF REGIONAL COUNCILS (NARC)

OUR NATIONAL ORGANIZATION
WWW.NARC.ORG

NARC

- The National Association of Regional Councils (NARC) serves as the national voice for regions by advocating for regional cooperation as the most effective way to address a variety of community planning and development opportunities and issues.
- NARC members include regional councils, councils of governments (COGs), regional planning and development agencies, Metropolitan Planning Organizations (MPOs), and other regional organizations.
- Members work collaboratively with their communities – large and small, urban and rural – to address their citizens' needs and promote a regional approach to planning for the future.



COUNCIL COMMITTEES

- EXECUTIVE BUDGET
- REGIONAL COOPERATIVE ALLIANCE 501C3
- AGENCY ON BAY AND COASTAL MANAGEMENT
- TAMPA BAY REGIONAL RESILIENCY COALITION
 - NOMINATING COMMITTEE
 - LEGISLATIVE COMMITTEE

EXECUTIVE BUDGET

- The Committee has automatic membership from our 6 counties and 3 Council officers.
- The Committee has the responsibility for the preparation of annual budget and all amendments thereof.
- The Committee has the responsibility of overseeing the Annual Audit.
- The Committee is responsible for the Executive Director position.
- The Committee serves as the Clearinghouse Review Committee on an as needed basis.
- The Committee has the authority to act on behalf of the full Council.
- *Meets at 9:00 a.m. in the small conference room prior to the Council meeting.*

REGIONAL COOPERATIVE ALLIANCE 501C3 (RCA)

- The Committee has automatic membership from our Executive Budget Committee with additional private sector members.
- The Committee has the responsibility for overseeing the 501c3 arm of the Council.
- The RCA allows the Council to seek additional grants through foundations and private sector entities.

Meets as needed at 9:00 a.m. or immediately following the Council meeting.

AGENCY ON BAY AND COASTAL MANAGEMENT (ABCM)

- The Agency on Bay and Coastal Management (ABCM) remains the primary community organization focusing on the protection and management of the Tampa Bay estuary.
- This association of representatives from the recreational, commercial fisheries, industrial, regulatory, academic and scientific sectors, local, regional, state and federal governments, and legislators was instituted in 1985 to address issues and opportunities affecting the Bay.
- The Agency serves as a broad-based forum for open discussion of the myriad issues involving the estuary, and as a voice for protection, restoration and wise use of the Bay by the entire region.
- Past accomplishments of the Agency on Bay Management include establishment of the Surface Water Improvement and Management (SWIM) program statewide as an important tool in habitat restoration and stormwater quality improvement, and designation of the Sarasota Bay and Tampa Bay National Estuary Programs.

Meets second Thursday bi-monthly at 9:00 a.m.

TAMPA BAY REGIONAL RESILIENCY COALITION (TBRRC)

- Local governments are invited to join the Tampa Bay Regional Resilience Coalition, coordinated by the Tampa Bay Regional Planning Council.
- Collaboration will strengthen our region's ability to plan for the changing climate, reduce impacts and secure increased levels of federal funding to support resilient infrastructure improvements, adaptation and mitigation programs, which protect our communities, property and economies.
- Participating in the Resilience Coalition will enhance counties, cities and stakeholder organizations' understanding of changing risks and best practices and policies for increasing resiliency.

Meets as needed at 12:00 p.m. or immediately following the Council meeting.

COUNCIL PROGRAMS

- ECONOMIC DEVELOPMENT
- EMERGENCY PREPAREDNESS
- ENVIRONMENT PLANNING
- GEOGRAPHIC INFORMATION SYSTEMS (GIS)
- PLANNING & DESIGN VISUALIZATION
- RESILIENCY PLANNING



Economic Development

- Economic Development District
- Comprehensive Economic Development Strategy (CEDS)
- Economic Analysis (REMI)
- Statewide Economic Analysis



Emergency Preparedness & Hazardous Materials

- Local Emergency Planning Committee
- First Responder Training
- Hazard Analysis
- EPCRA How to Comply



Environmental Planning

- Agency on Bay and Coastal Management
- Bay Soundings Environmental Journal
- FDOT Stormwater Public Education



GIS and Design Visualization

- Mapping and Analysis
- Spatial Modeling
- 3D Design





Resiliency

- Tampa Bay Regional Resiliency Coalition
 - Resiliency Summit
 - Regional Action Plan
- Clean Air Tampa Bay
- Hazard Mitigation & Vulnerability Assessments
- Tampa Bay Coastal Master Plan

TBRPC Tenant Relations



Parents as Teachers Plus – PAT+



PAT+ is an evidence-based, court approved, home visiting parent education program that strives to:

- Improve child development
- Strengthen family relationships
- Support parent/child attachment
- Promote positive birth outcomes
- Reduce substance use in parents



TBRPC tenants continue to thrive and grow and provide much needed services to our community.





Wren G. Krah, Executive Director
wren@tbrpc.org

4000 Gateway Centre Blvd. STE 1000
Pinellas Park, Florida 33782
(727) 570-5151

www.tbrpc.org

PLANNING DIRECTOR'S REPORT 3.1

Tree Planting Program Update

Issue:

Background:

Tree Planting Program

A pilot tree planting program is underway to enhance urban canopy coverage, improve public spaces, and strengthen community beautification efforts, including:

- Greenslope Drive & Daughtery Road
- Existing multi-use trail along Alston Avenue (and future sections of the trail)
- Various stormwater retention areas, including existing facilities, newly installed improvements, and planned projects in the design phase that provide opportunities for enhanced aesthetics, environmental benefits, community value, and increased resiliency.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

No Action is Needed

CITY MANAGER'S REPORT 4.1

Zephyr Park Update

Issue:

Zephyr Park Project Update

Background:

The construction documents are 75% complete and the stormwater plans are currently being reviewed by the South Florida Water Management District, which has until October to issue permits. The construction management team of Reeves Young will be ready to start construction in October. The design team at Kimley Horn, along with Reeves Young, and city staff are meeting bi-monthly to review park amenities to find the best options for the design, construction and maintenance of the park, and to meet the budget and schedule for park construction.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

No action is needed