



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, March 27, 2023
6:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

**Please join the GoToMeeting
from your computer, tablet or smartphone:**

<https://meet.goto.com/117347797>

or dial in using your phone:

+1 (224) 501-3412 - Access Code: 117-347-797

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson

Roll Call – City Clerk Lori Hillman

Invocation – Senior Planner Rodney Corriveau

Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR

1.1 Nelson Ryman Proclamation

1. Nelson Ryman - 2023

2. CONSENT ITEMS

2.1 Approval of March 13, 2023 Regular Meeting Minutes

1. M03-13-2023

2.2 State of Florida, Department of Transportation, State Financial Assistance Agreement No. 25-23-03 (Construction of Two New Box Hangars, Taxiway F Airfield with new 8,000 sq. ft. FBO/Terminal Building).

1. 25-23-03 FDOT Box Hangars, Taxiway F Airfield Access and FBO Terminal Building
- 2.3 AID Task Order 6 - Amendment No. 3 to Runway 1-19 Extension Phase 2 - Additional Construction Phase Services
 1. Amendment No. 3 - Additional CA Services
- 2.4 Jones Edmunds/Killibrew, Inc. Final Change Order No. 2 - Fort King Water Main Project.
 1. 2023-03-13_PE Final CO #2_Fort King Water Main Extension
- 2.5 Jones Edmunds Task Assignment 23-08 Wastewater GPS Locations
 1. 2023-03-20-PECON-Zephyrhills-35-18-03-TA 23-08- Wastewater GPS Collection
- 2.6 Larson Consulting Services, LLC Professional Services Agreement #37-23-02
 1. City of Zephyrhills Larson Consulting Services FA Agreement
- 2.7 Kerns Family Construction Professional Services Agreement #37-23-01 for Building and Construction Continuing Services
 1. 37-23-01 Kerns Family Const. Prof Svs.
 2. Exhibit A - RFP Package - Kerns
 3. Exhibit B - KERNS - City of Zephyrhills Pricing Schedule

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Disposal of Pet Waste

Second Reading **ORDINANCE NO. 1456-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.**

 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1456-23 on the Second Reading
 1. 1456-23 Pet Waste Ordinance
- 3.2 Water Supply Facilities Work Plan

First Reading **ORDINANCE NO. 1454-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES, CONSERVATION, FUTURE LAND USE, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

- A. Council President opens Transmittal Public Hearing
- B. Council President closes Transmittal Public Hearing
- C. City Council considers Ordinance 1454-23 on the First Reading
- 1. Ordinance 1454-23 Water Supply Facilities Work Plan
- 2. Ordinance 1454-23 Exhibit A Zephyrhills Facility Work Plan_Final
- 3. Ordinance 1454-23 Exhibit B Zephyrhills Water Supply Plan

4. PUBLIC WORKS DIRECTOR'S REPORT

- 4.1 Kimley-Horn Stormwater Master Plan Presentation
 - 1. 2023.02.13.Executive Summary

5. CITY MANAGER'S REPORT

- 5.1 Website Redesign Presentation

6. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

7. NOTED ITEMS

- 7.1 Depository Deposit Listing
 - 1. City of Zephyrhills Bank Depository

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, Nelson L. Ryman was a high-spirited individual and staunch supporter of the Zephyrhills community for more than 50 years, providing countless acts of public service and dedication to our community; and

WHEREAS, he was born in Goshen, Indiana, on March 23, 1939, and moved with his wife Barbara to Zephyrhills in 1970. Following Barbara's death, Nelson married Dottie and raised four children, seven grandchildren, and eight great grandchildren, is the past owner of H&R Interstate Mobile Homes, Inc., and passed away on September 30, 2022, at the age of 83 years old; and

WHEREAS, the City of Zephyrhills would like to honor and recognize the life of Mr. Nelson Ryman and his lifetime of contributions to our community. Nelson was a staple at the Friday Night Lights Zephyrhills High School Bulldogs stadium, was an active member of the Daybreak Rotary Club, a committed member of the morning "scratch" breakfast club and willing to lend a hand to anyone in need; and

WHEREAS, Nelson devoted himself to mission work, spending two decades in-service to children and the community of Simonette, Haiti, the poorest country in the Western Hemisphere, providing education and material goods to hundreds of children. He survived the catastrophic 2010 earthquake that killed thousands and devastated the island country and its people, demonstrating Nelson's honor, conviction, and moral fiber; and

WHEREAS, in addition to Nelson's role as a community leader and booster, Nelson's favorite role was that of "Poppi" to his fifteen grandchildren and great-grandchildren, sharing corny jokes and teaching them to swim.

NOW, THEREFORE, I, Gene Whitfield, Mayor of the City of Zephyrhills proclaim March 23, 2023 as "Nelson Ryman Day," a day of remembrance on Nelson's birthday.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 27th day of March, 2023.

Gene Whitfield, Mayor

Attest: _____
Lori L. Hillman, City Clerk

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on March 13, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (571) 317-3122 - Access Code: 228-251-997.

Council President Jodi Wilkeson called the meeting to order. Roll call was taken. Present were members Jodi Wilkeson, Lance Smith, Alan Knight, Charles Proctor, Kenneth Burgess and Mayor Whitfield. Acting City Manager Todd Vande Berg and City Attorney Matthew Maggard were present. City Manager William Poe was absent.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, IT Director Mike Panak, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman.

Airport Executive Assistant Lucy Huber delivered the innovation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 Approval of February 27, 2023 Regular Meeting Minutes

1.2 Approval of October 24, 2022 Regular Meeting Minutes

1.3 Approval of October 10, 2022 Regular Meeting Minutes

1.4 Approval of Central Square/ONE Solutions CAD User Agreement and Software Purchase

1.5 Resolution No. 812-23 for Enforcement of Pasco County Code Chapter 14: Animals with Pasco County Animal Services Department

RESOLUTION NO. 812-23 – A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, REQUESTING THE ENFORCEMENT OF PASCO COUNTY CODE CHAPTER 14: ANIMALS BY PASCO COUNTY ANIMAL SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

1.6 Interlocal Agreement No. 41-23-08 with Pasco County for Enforcement of Pasco County Code Chapter 14: Animals

1.7 BGE Task Order 100-23 – Sidewalk & Trails Project – Bidding and Construction Phase Services (Sidewalks in the City of Zephyrhills CRA District)

Lance Smith moved to approve the Consent Items. Seconded by Alan Knight. Motion passed unanimously.

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 Trump Place Boat & RV - Conditional Use for Recreational Vehicle Storage

First Reading **RESOLUTION NO. 811-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT ON PARCEL 19-26-22-0010-00000-0090; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Resolution No. 811-23 by title. A public hearing was held and there were no comments from the floor.

Councilman Burgess shared Council's initial concerns relating to the economic viability of the industrial corridor and property values. He said the proposed building is similar in scope to the previous approval and has been designed with the ability for conversion to a warehouse with good positioning in the center of the property.

Kenneth Burgess moved to approve Resolution No. 811-23. Seconded by Charles Proctor. Motion passed 4-1, opposed by Jodi Wilkeson.

3. CITY MANAGER'S REPORT

3.1 Special Event Alcohol Permit: Music & Motorcycles

City Attorney Matthew Maggard said a special event alcohol permit application was received by Main Street Zephyrhills for a Music and Motorcycles event on Saturday, April 15, 2023 from 4:00 p.m. to 9:00 p.m.

CRA Director Gail Hamilton said Pepin Distributing Co. provided a \$2,000 sponsorship to move the Music and Motorcycles event from September to April to avoid being rained out. The event will be the same as past events with music by the Bobby Friss Band. The wet zone will encompass the entire event from 7th Street to 10th Street and 4th Avenue to 6th Avenue. The money raised from Music and Motorcycles pays for all of the events throughout the year with extra money to fund murals.

Charles Proctor moved to approve Business Item 3.1. Seconded by Lance Smith. Motion passed unanimously.

4. CITY ATTORNEY'S REPORT

4.1 Disposal of Pet Waste

First Reading **ORDINANCE NO. 1456-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1456-23 by title. A public hearing was held and there were no comments from the floor.

Public Works Director Shane LeBlanc said the City received a strong recommendation from the Florida Department of Environmental Protection (FDEP) last year, in response to the City's annual MS4 permit reporting, to piggyback on Pasco County's pet waste disposal ordinance since the City is a co-permittee of Pasco County. He said the ordinance addresses best management practices to keep waste from entering bodies of water and is geared toward public outreach on how to properly dispose of pet waste.

Charles Proctor moved to approve Business Item 4.1. Seconded by Kenneth Burgess. Motion passed unanimously.

5. CITIZEN COMMENTS

Randy Stovall – Chairman of the Zephyrhills Chamber of Commerce

Dr. Stovall announced a Candidate Forum will be held on March 20, 2023 at the Alice Hall Community Center to begin with a Meet and Greet at 6:15 p.m., followed by the Candidate Forum at 7:00 p.m. He wished all candidates good luck.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked Airport Executive Assistant Lucy Huber for delivering the invocation.

CITY MANAGER ANNOUNCEMENTS – Acting City Manager Todd Vande Berg said the CR-54 project is moving along and the project at the intersection of Eiland Blvd. and Simons Road should be complete within a month and a half. He said there will be a right hand turn lane at Simons Road with restriping to facilitate turning movements with the signal.

CITY ATTORNEY ANNOUNCEMENTS – N/A

City Council President Wilkeson asked for an update on the negotiation progress with Metro Development relating to the completion of Kossik Road and asked if the City had an internal deadline for action.

City Attorney Matthew Maggard stated an official deadline has not been set and conveyed part of the problem is Pasco County will not issue a right-of-way permit to complete the connection.

Acting City Manager Todd Vande Berg received a text message from City Manager William Poe who was attending the meeting virtually and read aloud... Metro Development is working to complete the final comments received approximately two weeks ago from Pasco County for the issuance of a right-of-way use permit.

Council President Wilkeson said she will revisit this issue in 60 days.

CITY COUNCIL COMMENTS – Councilman Burgess thanked Council President Wilkeson for addressing the Kossik Road issue.

Council Vice President Smith said 20th Street has received a tremendous amount of traffic with citizens using 20th Street as a bypass to access shopping areas on Pretty Pond Road. He suggested staff push Pasco County to pave 23rd Street from CR-54 to Pretty Pond Road in an effort to relieve traffic on 20th Street.

Public Works Director Shane LeBlanc presented an update on road projects. The Dairy Road Extension project is moving along with work being performed on the subgrade near Pretty Pond Road at the steep incline. The gravity wall for Simons Road Phase II is currently underway and slated for substantial completion March 22nd. Crews will begin 20th Street milling and resurfacing from CR-54 to South Avenue and the contractor will place edge line pavement markings when striping.

Councilman Proctor reminded everyone of the upcoming election April 11th and encouraged citizens to vote in support of their candidate of choice.

Councilman Knight thanked Police Chief Brewer and his officers for their efforts with the Founder's Day event.

Council President Wilkeson said Main Street held a Sip and Stroll event on Friday, March 10th and acknowledged Main Street and the Public Information Officer for the promotion of downtown events.

6. **NOTED ITEMS**

6.1 41-23-03 KED Group, Inc.

6.2 Depository Deposit Listing

Meeting adjourned: 6:31 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

State of Florida, Department of Transportation, State Financial Assistance Agreement No. 25-23-03 (Construction of Two New Box Hangars, Taxiway F Airfield with new 8,000 sq. ft. FBO/Terminal Building).

Issue:

None known

Background:

The purpose of this agreement is to provide for the participation in the design and construction of two new box hangars, taxiway F airfield access and a new 8,000 square foot FBO/Terminal building. FPN: 441915-2-94-01, Contract #G2C11 \$6,600,000 100 % State funded.

Attachment(s):

1. 25-23-03 FDOT Box Hangars, Taxiway F Airfield Access and FBO Terminal Building

Fiscal Impact:

FY 2022 2023

Staff Recommendation:

Staff recommends City Council consideration, accepting the State Financial Assistance Agreement with FDOT.

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s): <u>GR23</u>	FLAIR Category: <u>088719</u>
<u>441915-2-94-01</u>	Contract Number: <u>G2C11</u>	Object Code: <u>750000</u>
<u>441915-2-94-01</u>	CSFA Number: <u>55.039</u>	Org. Code: <u>55072020728</u>
	CSFA Title: <u>Aviation Grant</u>	Vendor Number: <u>VF596000455005</u>

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

This State Financial Assistance Agreement ("Agreement") is entered into on _____, by and between the State of Florida, Department of Transportation ("Department") and The City of Zephyrhills, Florida, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Fiscal Year 2023 General Appropriations Act, Chapter 2022-156, Laws of Florida, provides the Agency with an appropriation of **\$6,600,000**, from the amount in Specific Appropriation, proviso, or item on a conference committee spreadsheet 1988A ("Appropriation"), for the construction of two new box hangars, Taxiway F airfield access and a new 8,000 square foot FBO/Terminal building, the "Project", described more fully in **Exhibit "A", Project Description and Responsibilities**, which is attached and incorporated into this Agreement.

The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "C"** and incorporated into this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Project; to provide the terms and conditions for the disbursement of the state financial assistance funding awarded to the Agency by Appropriation; to require the Agency; and to set forth the manner in which the Project, described in **Exhibit "A"**, will be undertaken and completed.

- 3. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of State Financial Assistance
Exhibit C: Agency Resolution
Exhibit D: Audit Requirements for Awards of State Financial Assistance

- 4. Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 5. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2026, unless the Project is completed earlier. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date or earlier termination of this Agreement is not eligible for funding or reimbursement by the Department under this Agreement. The Effective Date will be treated as the Department's Notice to Proceed to the Agency for the design

phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

6. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department. State financial assistance funding awarded to the Agency by Appropriation may not be subgrant, assigned, transferred, or otherwise encumbered by the Agency.
7. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the state financial assistance funding awarded to the Agency by Appropriation. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Agency shall, within thirty (30) days, refund to the Department any funds expended in violation of the Agreement.
 - e. The Department reserves the right to unilaterally terminate this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
8. **Project Cost:**
 - a. The estimated cost of the Project is **\$6,600,000**. This amount is based upon **Exhibit "B", Schedule of State Financial Assistance**, which is attached and incorporated into this Agreement. **Exhibit "B", Schedule of State Financial Assistance**, may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of **\$6,600,000**, and, the Department's participation in the Project shall not exceed 100% of the total cost of the Project, as more fully described in **Exhibit "B", Schedule of State Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject, but not limited to:
 - i. The receipt of the Appropriation for the work program year that the Project is scheduled for commitment;

- ii. Approval or acceptance of all plans, specifications, contracts or other obligating documents when required by this Agreement and compliance with other applicable terms of this Agreement; and
- iii. Department approval of the Project scope, budget and completion schedule.

9. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for costs incurred to perform services described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of State Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Any changes to the deliverables shall require an amendment executed by both Parties.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in the invoice **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** Travel expenses are not eligible for reimbursement under this Agreement.
- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. The Agency will not be reimbursed until the Agency resolves the deficiency to the satisfaction of the Department. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services.

The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the term of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** The Department is entitled, at all times, to be advised as to the status of the Project and of details thereof. The Agency agrees to provide the Department with progress reports on all work covered by this Agreement performed or scheduled for completion during the time period covered by each Invoice submitted to the Department, and as requested by the Department.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid

on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of the Department's Notice to Proceed, costs incurred after the expiration or earlier termination of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, costs which are not provided for in **Exhibit "B", Schedule of State Financial Assistance** for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice timelines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

10. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a.** The Agency must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- c. Right-of-Way Certification.** If the Project involves construction, the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- d. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- e. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Agency's contractors and subcontractors. No funds will be provided for payment of claims or additional work on the

Project under this Agreement without prior written approval by the Department of the claim or request for additional work.

11. Contracts of the Agency:

- a. **Approval of Third-Party Contracts.** The Department has the right and shall be afforded the opportunity to review and approve any and all third-party contracts (or it may waive that right via written confirmation of said waiver) with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds for any third party contracts under this Agreement, including consultant or construction contracts, or amendments thereto. If the Department exercises this right and the Agency fails to obtain such written approval, the Department may deny payment to the Agency. The Department may review the qualifications of any consultant or contractor and approve or disapprove the employment of such consultant or contractor.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of State Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. **Consultants' Competitive Negotiation Act.** Participation by the Department in a project that involves a consultant contract for professional services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Agency is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

- ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement. The Agency's use of this option is subject to approval by the Department.
- c. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Agency is not required to hire a contractor prequalified by the Department unless the Department notifies the Agency prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Agency is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Agency to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Agency may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Agency staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Agency is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Agency to hire a Department pre-qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Agency will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with

the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

- k. The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency may not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. State Single Audit. The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures,

including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or the Auditor General.

- b. The Agency, a “nonstate entity” as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the financial reporting package may be provided to the Department in lieu of the required single audit exemption statement. The cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, shall indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General, access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or the Auditor General, access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. All notices and approvals referenced in this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the contact persons set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

DEPARTMENT:
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Program Management Office
Local Programs Coordinator
Florida Department of Transportation
605 Suwannee Street, M.S. 758
Tallahassee, FL 32399

General Counsel
Florida Department of Transportation
605 Suwannee Street, M.S. 58
Tallahassee, FL 32399

AGENCY:
Florida Department of Transportation
11201 N McKinley Drive, 7-500
Tampa, FL 33612

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent provided by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"The Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation Law for all employees. If subletting any of the work, ensure that the contractor(s)/subcontractor(s) and consultant(s)/subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation Law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation Law.
- c. If the Agency elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Agency may self-

insure and proof of self-insurance shall be provided to the Department. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of this Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a Party will be legal and binding on such Party.
- h. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this Agreement and Florida laws, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and agrees that the Department will determine the forum and venue in which any dispute under this Agreement is to be decided.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY

DEPARTMENT
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

By: _____

By: _____

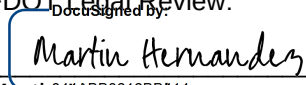
Name: _____

Name: Justin Hall

Title: _____

Title: Director of Transportation Development

As approved by the Board on:

FDOT Legal Review:
 03/09/2023 | 10:26 AM EST

Martin Hernandez

Legal Review:

EXHIBIT "A"**Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design and construct two new box hangars. The work will include buildings, paving, earthwork, drainage, sodding, striping, and electrical construction, as well as design and construction engineering services. Design and construct Taxiway F to provide airfield access to and from the two new box hangars and design and construct a new FBO/Terminal building.

B. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, erosion control, excavation, embankment, subgrade preparation, base course, surface course, joint construction, runway grooving, pavement markings and striping, sodding, stormwater management improvements, airfield lighting, cables, guidance signs, conduits, lightning protection, structural concrete, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, required vault equipment modifications, and safety barricades, including all materials, equipment, labor, and incidentals required to construct the runway pavement. The Sponsor will comply with Aviation Program Assurances.

C. Deliverable(s): Two new box hangars, Taxiway F airfield access and a new 8,000 square foot FBO/Terminal building.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

EXHIBIT "B"**SCHEDULE OF STATE FINANCIAL ASSISTANCE****FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT AND ANY REQUIRED MATCHING FUNDS CONSIST OF THE FOLLOWING:****A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA Number	CSFA Title	Funding Amount
44191529401	GR23	088719	2023	751000	55039	Aviation Grant Program	\$6,600,000.00
							\$
Total Financial Assistance							\$

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Environmental/Design/Construction	\$6,600,000	\$0.00	\$0.00	\$7,100,000	100%		
	\$	\$	\$	\$			
	\$	\$	\$	\$			
	\$	\$	\$	\$			
	\$	\$	\$	\$			
	\$	\$	\$	\$			
Totals	\$	\$	\$	\$			

* List the phases applicable to the Project subject of this Agreement, e.g.: Land Acquisition, Planning, Environmental/Design/Construction, Capital Equipment, Match to Direct Federal Funding, and Mobility Management.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark

Department Grant Manager Name

Signature

Date

Reimbursements will **only** be provided for expenditures **in the above referenced categories** that are allowable under applicable law and are directly related to the services authorized by this Agreement.

Invoices for costs eligible for reimbursement under this Agreement **must be supported by an itemized listing of expenditures** by category. Supporting documentation must be provided for each item for which reimbursement is being requested that **includes documentation indicating that the item has been paid**. The documentation must **also note the date each service was performed**.

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT "D"

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.039

Award Amount: **\$6,600,000.00**

Specific project information for CSFA Number is provided at:

<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2C11

9/14/2022

CONTRACT INFORMATION

Contract:	G2C11
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ZEPHYRHILLS
Vendor ID:	F596000455005
Beginning Date of This Agreement:	09/12/2022
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = \$6,600,000.00
Description:	Zephyrhills Municipal Airport Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/14/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	AK
Object Code:	751000
Amount:	\$6,600,000.00
Financial Project:	44191529401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088862/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$6,600,000.00

CONSENT ITEMS 2.3

AID Task Order 6 - Amendment No. 3 to Runway 1-19 Extension Phase 2 - Additional Construction Phase Services

Issue:

American Infrastructure Development, Inc. (AID) Task Order No. 6 - Amendment No. 3.

Background:

This project consists of the construction Phase Services for Runway 1/19 extension project in conformance with the FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. Tasks include additional CA Services required to coordinate Contractors' incomplete punch list work and project closeout with owner and contractor.

Attachment(s):

1. Amendment No. 3 - Additional CA Services

Fiscal Impact:

The funding was included in the FY22-23 budget. The project costs, including this amendment of \$44,235.45, are still within the budgeted amount.

Staff Recommendation:

Staff recommends City Council's consideration and approval of Amendment No. 3 for Task Order No. 6 with AID.

March 3, 2023

Mr. Nathan Coleman
Airport Manager
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542
ncoleman@ci.zephyrhills.fl.us

Subject: Task Order No. 6 – Amendment No. 3
Runway 1-19 Extension – Phase 2
Additional Construction Phase Services
Zephyrhills Municipal Airport

Dear Nathan:

This Letter shall serve as Amendment No. 3 to the original Task Order #6 dated June 20, 2019, between American Infrastructure Development, Inc. (Consultant) and the City of Zephyrhills (City) for the Consultant to provide professional services for the Runway 1-19 Extension – Phase 2 (Design and Bidding).

Tasks include additional CA Services required to coordinate Contractor's incomplete punch list work and project closeout with the Owner and Contractor. Reimbursable expenses paid by AID directly to Duke Energy associated with the electrical cabinet relocation. A breakdown of the fee proposal is provided in Attachment B.

Original Task Order No. 6:	\$360,345.00
Amendment No. 1:	\$68,148.47
Amendment No. 2:	\$453,209.00
Amendment No. 3:	\$44,235.45
New Total Project Cost:	\$925,937.92

Please sign in the space provided below as your concurrence with the terms of this Task Order and return one original copy to us for our files. We appreciate the continued opportunity to work with you on your airport's projects.

Submitted by:

American Infrastructure Development, Inc.



Authorized Signature

Sabina C. Mohammadi, President-CEO
Name and Title

Accepted by:

City of Zephyrhills (Zephyrhills Municipal Airport)

Authorized Signature

Name and Title

Attachments: A – Fee Proposal

cc: Michael Cummings (AID)

Attachment B
Construction Administration Services

Fee Summary

Task		Totals
Basic Services		
Task 1.3	Construction Administration Services (NTE)	\$ 33,200.00
Task 1.3.1	Final Site Visit, Contractor and Owner Coordination (LS)	\$ 5,952.00
	Total Basic Services:	\$39,152.00
Reimbursable		
	Expense - Duke Energy (NTE)	\$ 5,083.45
	Total Reimbursable:	\$5,083.45
	Total Fees (NTE):	\$44,235.45

Original Task Order No. 6:	\$360,345.00
Amendment No. 1:	\$68,148.47
Amendment No. 2:	\$453,209.00
Amendment No. 3:	\$44,235.45
New Total Project Cost:	\$925,937.92

Summary	
Construction Phase: Administration	\$44,235.45
Sum	\$44,235.45

Attachment B
Construction Administration Services

Task	Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Totals
		\$181.00	\$157.00	\$127.00	\$90.00	\$88.00	\$67.00	
Task 1.3	Construction Administration Services (NTE)							\$ 33,200
Task 1.3.1	Final Site Visit (1/2 day, 2 Project Managers) (LS)	8						\$ 1,448
	Coordinate with Owner and Contractor (LS)	16					24	\$ 4,504
	Total Labor Hours:	24	0	0	0	0	24	48
	Total Labor Costs:	\$4,344.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,608.00	\$5,952.00
Total Fees (NTE):								\$39,152.00



INVOICE

Invoice: F4255409905
Invoice Date: 6/9/2022
Page: 1 of 1

Email sent to customer on 06/09/2022

Bill to: AMERICAN INFRASTRUCTURE DEVELOPMENT INC.
AMERICAN INFRASTRUCTURE DEVELOPMENT INC.
37 NORTH ORANGE AVE, SUITE 500
CHRIS REYNOLDS
ORLANDO FL 32801

Customer ID: 000250119
PO / Contract No:
Payment Terms: Net 30
Due Date: 7/9/2022

Amount Due: \$5,083.45

Invoice for work or services performed at: 0 AIRPORT RD NON DIRECT EACON
ZEPHYRHILLS FL

For questions about your invoice, please contact Darryl K Foshee at 727 8594002

Line	Date of Charge	Description	Net Amount
1	06/08/2022	Customer contribution RELOCATING TERMINAL CABINET	\$5,083.45
Amount Due:			\$5,083.45

To pay electronically, please allow 24 hours from the time this invoice is received and
use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

i Please detach and return with your payment. Please indicate invoice number on check.

i

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F4255409905

Corporation Code: 50226

Please Pay By: 7/9/2022

Customer ID: 000250119

Total Amount Due: **\$5,083.45**

Fed Tax ID # 56-2155481

AMERICAN INFRASTRUCTURE
DEVELOPMENT INC.
AMERICAN INFRASTRUCTURE
DEVELOPMENT INC.
37 NORTH ORANGE AVE, SUITE 500
CHRIS REYNOLDS
ORLANDO FL 32801

Amount Enclosed



CONSENT ITEMS 2.4

Jones Edmunds/Killibrew, Inc. Final Change Order No. 2 - Fort King Water Main Project.

Issue:

Approval of Final Change Order to Killibrew Fort King Water Main Project.

Background:

This is the final change order for the Fort King water main project. This is a deductive change order in the amount of \$140,289.46.

Attachment(s):

1. 2023-03-13_PE Final CO #2_Fort King Water Main Extension

Fiscal Impact:

The original contract price was \$1,454,222.00 plus \$162,000.00 in previous change orders for a total of \$1,616,222.00, less the current deductive change order in the amount of \$140,289.46 for a total contract amount of \$1,475,932.54; resulting in a total overage of \$21,710.54.

Staff Recommendation:

Staff recommends City Council's approval of the final change order credit in the amount of \$140,289.46.

CHANGE ORDER (CO) NO. 02

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-21-07 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-040-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: Killebrew, Inc. PROJECT NO.: CZH 2207 PROJECT MANAGER: Hunter Elliot
 PROJECT NAME: City of Zephyrhills Fort King Water Main Extension
 DATE OF ISSUANCE: 03/13/2023 EFFECTIVE DATE: 03/13/2023

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,454,222.00

[Increase] from previously approved
Change Orders No. 01 to No. 01:

\$ 162,000.00

Contract Price prior to this Change Order:

\$ 1,616,222.00

[Decrease] of this Change Order:

\$ 140,289.46

Contract Price incorporating this Change Order:

\$ 1,475,932.54

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: 02/24/2022

Substantial Completion (days and date): 11/23/2022 (273 days)

Ready for final payment (days and date): 12/23/2022 (303 days)

[Increase] from previously approved Change Orders
No. 01 to No. 01:

Substantial completion (days): 343 days

Ready for final payment (days): 373 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 02/01/2023 (343 days)

Ready for final payment (days or date): 03/03/2023 (373 days)

DESCRIPTION OF CHANGE
(Attach additional sheets if required.)

PCM 03 – Credit / Deduct for Omitted Fittings and Labor

DEDUCT

ADD

1,587.46

Contingency Allowance (Remaining Balance)

132,202.00

Testing Allowance (Remaining Balance)

6,500.00

SUBTOTAL

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | Winter Haven



ATTACHMENTS

(List documents supporting change.)

PCM 03Final Pay Application 08

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

RECOMMENDED:

By: [Signature]

Jones Edmunds (Engineer)

Date: 3/13/23

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 3/13/23

CONSENT ITEMS 2.5

Jones Edmunds Task Assignment 23-08 Wastewater GPS Locations

Issue:

Task Assignment JE 23-08 to perform a GPS inventory of the City's accessible gravity sewer infrastructure. Capture horizontal locations of sewer manholes using GPS, opening manholes as they are identified, and collecting the appropriate attributes related to the features using the existing GIS data schema.

Background:

This is a continuation of a project which began last year. This TA will complete the manhole surveying with information accessible through the CityWorks program.

Attachment(s):

1. 2023-03-20-PECON-Zephyrhills-35-18-03-TA 23-08- Wastewater GPS Collection

Fiscal Impact:

Currently budgeted in FY23. TA amount is \$124,121.00.

Staff Recommendation:

Staff recommends City Council's approval of Jones Edmunds Task Assignment 23-08.

EXHIBIT F
TASK ASSIGNMENT JE 23-08
Wastewater Gravity System GPS Collection

1. PURPOSE

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, and Amendment dated May 24, 2021, between the City of Zephyrhills, Florida and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when and as authorized by the City's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018 Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall not exceed One Hundred Twenty-Four Thousand and One Hundred Twenty-One dollars (\$124,121), which includes an allotment of Ten Thousand, Seven Hundred and Forty dollars (\$10,741) for reimbursable expenses. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

3. STANDARD OF CARE

The Consultant agrees that the plans, specifications, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following detail in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statutes)

All Attachments to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1—SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

BACKGROUND

The City has identified spatial alignment and attribution discrepancies within their wastewater gravity system geographical information system (GIS) data and wishes to improve the spatial accuracy, attribution, and topology of its wastewater GIS data. The Consultant will perform spatial correction, add and/or correct attribution, and establish network connectivity of the wastewater GIS data. The Consultant proposes a phased approach to update the City's wastewater network. The Consultant will continue with this second phase of spatial correction and connectivity using a global positioning system (GPS) collection of the gravity wastewater system as outlined in Task 1

SCOPE OF SERVICES

TASK 1 – Sewer Gravity System GPS Collection

The Consultant will perform a GPS inventory of the City's accessible gravity sewer infrastructure. The Consultant will capture horizontal locations of sewer manholes using GPS, opening manholes as they are identified, and collecting the appropriate attributes related to the features using the existing GIS data schema.

Manholes will be collected with sub-meter GPS; information collected includes:

- Manhole type.
- Cover type/size.
- Wall material.
- Lined.
- Structure invert (measure down).
- Number of pipes connected (gravity main, force main, laterals).
- Surface type.
- Date collected.
- Cover and Ring Condition (Good, Fair, Poor)
- Wall Condition (Good, Fair, Poor)
- Bench Condition (Good, Fair, Poor)
- Channel Condition (Good, Fair, Poor)
- Debris/Grease Present (Y/N)

Gravity pipes will be visually located, information collected includes:

- Material.
- Size.

- Shape.
- Upstream invert (measure down).
- Downstream invert (measure down).
- Flow direction.
- Additional (previously unmapped) pipes identified will be manually “drawn” in the field for connectivity and network identification.

The horizontal accuracy will typically be sub-meter or better. The Consultant will use publicly available light detecting and ranging (LiDAR) to attribute the manhole rim elevations to support the measure downs (and inverts). The Consultant will also collect gravity sewer pipe materials, dimensions, and flow direction based on what is visible of the pipe within the manhole. During this second phase of data collection, the Consultant expects to inventory up to 1,200 manhole features and their related gravity mains (approximately 1,230 line segments). The current GIS contains approximately 1,700 total manholes; this project will complete the inventory of the remaining manholes in the City.

When this task is complete, the City will have updated GIS assets in their enterprise GIS database. These updates will be visible in other software such as Cityworks and Trimble Unity. All of the updates made will be tracked and documented in the individual feature classes for data source, plan set name, elevation source, data confidence, last date edited, and last person to edit the data.

Field Name	Data Type
MaintBy	Text
Location	Text
DataSource	Text
DataConfidence	Text
AsBuilt_Link	Text
LegacyID	Text
Enabled	Short Integer
Comment	Text
created_user	Text
created_date	Date
last_edited_user	Text
last_edited_date	Date

EXCLUSIONS AND CONDITIONS

The following exclusions and conditions apply to the Scope of Professional Services, fee estimate, and schedule:

- This task only includes data collection of City-owned gravity sewer systems including manholes and gravity mains.
- This task assumes locating manholes using aerial photography, probing rod, tape measure, or metal detector for a period of 15 minutes for each locate attempt.
- The Consultant will inventory up to 1,200 manhole features and their related gravity mains (approximately 1,230 line segments) If the number of structures exceeds this amount, Jones Edmunds may require a change order.

- Inclement Weather may cause the schedule to extend past the expected completion date. The schedule is based on good weather throughout the field portion of the project.
- The Consultant will require the City's assistance to open manholes that are buried in soil or need to be chipped out from asphalt or concrete. This task does not include maintenance of traffic (MOT) plans. The City will be responsible for providing MOT assistance when inventorying structures on high-traffic roadways.

ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the scope of services is completed and accepted by the City. Said project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

The City's Project Manager and the Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule shall include the proposed start date, substantial completion date, and final completion date.

The Consultant expects the Tasks to take approximately 4 months to complete. The Consultant will develop a firm timeline with the City after receiving the Notice to Proceed.

Milestone	Activity Duration (Days)	Days from NTP
Wastewater Gravity System GPS Collection	120	160

ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility for each of the Consultant’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant’s Project Engineer assigned to this project.

Name	Company	Title	Responsibility
Michael Clark, PE	Jones Edmunds	Senior Engineer	SME
Brian Rosenfeld, MS, GISP	Jones Edmunds	GIS Systems Analyst	Project Management
Suzanne Kaufman, PE	Jones Edmunds	Senior Manager	Management
Alex Buchans	Jones Edmunds	Senior GIS Analyst	QA/QC
Dale Gerber	Jones Edmunds	Senior Field Representative	Analyst
Jaden Erickson	Jones Edmunds	GIS Analyst	Analyst
Liz Ciesla	Jones Edmunds	GIS Analyst	Analyst
Thomas Blush	Jones Edmunds	Department Manager	QA/QC

ATTACHMENT 4—TOTAL COST FOR SERVICES

The Consultant shall provide a time and material proposal with a total not-to-exceed cost for services including a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the Professional Services – City-Wide Services Contract.

Task	Labor	Expenses	Total
Task 1- Wastewater Gravity System GPS Collection	\$ 113,380	\$ 10,741	\$ 124,121

ATTACHMENT 5—TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018 Contract are accurate, complete, and current as of the time of entering into the Contract. This Certificate is executed in compliance with Section 287.055(5)(a) of the Florida Statutes.

Dated this 20 day of March 2023.

By: [Signature] (affiant's signature)
Stanley F. Ferreira, Jr.

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President & CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 20 day of March, 2023, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

Kathy M. Mercer-Miller

Kathy M. Mercer-Miller

COMMISSION SEAL/NUMBER:



Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

City of Zephyrhills, Florida

By: _____

Council President

Date Approved: _____

ATTEST

By: _____

Lori L. Hillman, City Clerk

CONSULTANT

Jones Edmunds & Associates, Inc.

By: _____

Stanley F. Ferreira, Jr., PE
President & CEO

Stanley F. Ferreira, Jr.

ATTEST

By: _____

Kathy M. Mercer-Miller
Kathy M. Mercer-Miller, Contracts Specialist

CONSENT ITEMS 2.6

Larson Consulting Services, LLC Professional Services Agreement #37-23-02

Issue:

Jeff Larson Consulting offers financial advice on investments and capital project financing. They have developed expertise from assisting many other local governments.

Background:

The staff would like professional assistance in refining and upgrading its investment policy and preparing financing options for large capital projects in the future.

Attachment(s):

1. City of Zephyrhills Larson Consulting Services FA Agreement

Fiscal Impact:

The quarterly retainer fee of \$1,000 is budgeted.

Staff Recommendation:

The staff recommends approval of the agreement.

**AGREEMENT BETWEEN
THE CITY OF ZEPHYRHILLS, FLORIDA
AND LARSON CONSULTING SERVICES**

THIS AGREEMENT made and entered into this ____th day of March 2023 by and between the City of Zephyrhills, Florida, a municipal corporation of the State of Florida, 5335 8th Street, Zephyrhills, Florida, 33542 (herein called the “City”) and Larson Consulting Services, LLC, a Florida Limited Liability Company, 10151 University Blvd., #117, Orlando, Florida, 32817-1904 (herein called the “Financial Advisor” or “Larson Consulting”), is referred to as the Financial Advisor Agreement.

WITNESSETH:

WHEREAS, the City has determined that it was in its best interest to retain an independent Financial Advisor to advise the City and its Management Team with respect to (i) developing Finance Plan(s) for a number of potential City capital projects, and (ii) providing other general government financial, capital planning, budget, banking services review, project analysis, investments support, financing, and refunding support services, all as needed and requested by the City; and

WHEREAS, the Financial Advisor, an independent Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”) registered Financial Advisor and its Principal Contact Officer, are well qualified by experience and capability of performing such financial advisory, consultancy, investments support, and project advisory services for comparable Florida cities and other Florida municipal clients, per Government Finance Officers Association (“GFOA”) and Florida Government Finance Officers’ Association (“FGFOA”) standards, since 1992 and across the Country since 1982; and

WHEREAS; Larson Consulting Services, LLC is known to the City, and is working with the Florida Resiliency and Energy District (FRED) on its statewide PACE program with the Florida Development Finance Corporation, and is the Executive Director for FLSAFE that is assisting the City with investment options and support.

NOW THEREFORE, the City and the Financial Advisor, and in consideration of the services and responsibilities contained herein, agree as follows:

A. TERM OF AGREEMENT:

The term of this Agreement commences the date of acceptance and continues for five (5) years, and unless canceled by either party, renews each January 1st thereafter on an annual basis.

B. SERVICES PROVIDED BY THE FINANCIAL ADVISOR:

The services, as requested by the City, to be performed by the Financial Advisor on behalf of the City related to investments support shall include those financial consultancy services covered under this Section B.1. Other financial, consulting, project finance and PPP development support services are covered in Section B.2. Traditional financial advisory services related to financings or refundings are covered under Section B.3.

B.1. FINANCIAL AND INVESTMENTS SUPPORT SERVICES

1. “Financial and Investments Support Services” will include, but not be limited to, as requested by the City’s Manager or Finance Director, the assistance to Finance Staff with (a) following a review or update of the current Investment Policy (if needed), Investment Portfolio, Banking Services Agreement and current banking services agreement, a diversification effort of the existing City investments, (which exclude any Pension or Trust held assets), and (b) the evaluation of ways to improve interest earnings. This work effort will be governed per the City’s Investment Policy, as amended, Florida Statutes, and current FGFOA and GFOA standards. The Investment portfolio should be diversified, “suitable” to the City’s policies and Investment Policy’s primary objectives of safety, liquidity, and then yield.

In order to keep any fees to a minimum as set forth in Section C.1., the City agrees to provide information that is readily available to Larson Consulting, and provide ready access to its City Manager and Finance Director as needed. The Finance Director is the investment officer for the City.

B.2. FINANCIAL ADVISOR’S GENERAL SERVICES

The Financial Advisor agrees to also make available, as requested by the Finance Director, a number of general financial advisory, economic development, redevelopment, public private partnerships, capital planning, project finance, feasibility, and consultancy services, and any other services as directed or requested by the City.

These general financial consulting and advisory services per Sections B.2, if not covered by the quarterly retainer in Section C.1., will be compensated to the Financial Advisor by a specific City approved Scope of Services. Each Scope of Services will provide, as a minimum, a mutually agreed upon (i) description of work assignment and City objectives, (ii) the projected timeframe for project completion, and work product to be provided by the Financial Advisor, as needed, and (iii) a capped and not to exceed level of out-of-pocket expenses, and a fee based on either a negotiated flat fee or capped level and billed per the hourly fees in Section C.2.

B.3. FINANCINGS, REFUNDINGS AND LEASE FINANCINGS:

If bonds, notes, bank debt, capital leases or other debt instruments or leases (“Obligations”) are sold and delivered by The City, the Financial Advisor shall perform, but will not be limited to performing, the following services:

1. Advise and assist the City in structuring bond, capital lease, bank debt, state revolving fund loans, USDA financings, state or federal grants, private placements, or financings, and refundings in accordance with the City’s financing needs, refunding objectives, or capital improvement program. The Financial Advisor will also assist the City in the review of any unsolicited financing, refinancing, defeasance, or leasing proposal. This includes determining the principal amount of issues, establishing maturity schedules, analyzing the feasibility of various features such as calls, puts, premiums, and fixed or

variable rate options, advising as to the method of sale or placement, and determining the timing of sale, refunding, defeasance, or placement.

2. If applicable on a City approved Finance or Refinance Plan, assist the City in the presentation of material via a Request for Proposal (“RFP”) or Request for Qualifications (“RFQ”) to any potential bank lenders, lessors, investment banks, state or federal loan or grant agencies, selection of bond or disclosure counsel, as needed, or other members of the City’s Finance team, and assist with any negotiations with these firms in the arrangement of any bonds, bank debt or lease obligations.

3. Prepare time schedules with the City Staff and input from the City Attorney, City’s approved Bond Counsel (and Disclosure Counsel, if required) and selected lenders or Underwriters, and coordinate actions of the Financing Team, appropriate, to assist the City in meeting its financing objectives, timing requirements and general needs.

4. Review, in cooperation with the City Staff, City Attorney, Bond Counsel, Disclosure Counsel, if required, and other members of the Project or Finance Team, any bond resolutions, bond or bank documentation, state revolving loans, grants, USDA, or other legal or financing documents necessary for the successful issuance of Obligations.

5. Review all other material for preliminary or final Official Statements or Limited Offering Memoranda, bank or lease documents prepared by Bond Counsel, Disclosure or Underwriter’s Counsel, Bank or Lenders’ Counsel, Lessor’s Counsel, auditors, consulting engineers, or other consultants.

6. Assist the City and City’s Bond Counsel and City Attorney in the preparation of validation proceedings, if applicable, and attend and testify, if requested, for the City as an expert witness on the plan of finance with the Financial Advisor’s time and expenses detailed separately per Section C.2. and C.7. up to \$5,000.00.

7. On bond, or lease purchase, or long-term private placements done under a Preliminary Official Statement (“POS”) or Limited Offering document, assist Disclosure or Underwriter’s Counsel in the preparation of the POS or limited offering memorandum or private placement memorandum (“PLOM”) and final official statement (“OS”) or final limited offering or private placement memorandum (“LOM”) in cooperation with the appropriate City officials and City Attorney. These documents will be done with approval of City Management, City Council, Bond Counsel, and Disclosure or Underwriter’s Counsel, and City Attorney, in conformance with the full primary and continuing secondary disclosure guidelines and requirements per SEC Rule 15c2-12. The Financial Advisor may include assisting the City with the selection of, and retention of, a recommended Dissemination Agent.

8. If applicable and determined to be advantageous to the City, following discussions with the City Manager and Finance Director, supply the necessary financial information to any state or federal lending programs or grant agencies, or the major bond rating agencies and/or bond insurers or credit enhancement providers to obtain, and/or maintain, the best possible credit enhancement structure and/or underlying credit rating on City Obligations (if such rating or credit enhancement is viewed to be in the best interest

of the City in meeting its objectives and financing needs). This may include the participation and assistance with negotiations with, or presentations to, the credit enhancement providers, bond insurers, or rating agencies. The City does not currently have an underlying credit rating with Fitch, Moody's or Standard & Poor's. If determined to be advantageous on any City approved Finance Plan, Refinancing Plan, for a capital project, Larson Consulting's additional time, services, and expenses in assisting with the process of obtaining an underlying credit rating for the City on a bond financing will be set forth as an additional fee, estimated to be \$10,000 to \$15,000 dependent on the nature of the process and any recommended rating agency and bond insurer analyst presentations, as part of that Financings' cost of issuance, and paid out of financing proceeds following approval by the City as part of the recommended specific Finance Plan.

9. If applicable, assist City Staff in developing and obtaining bids for the costs of services related to the City Obligations' and issuance process, including but not limited to the cost of (a) printing the POS, OS, PLOM or LOM, (b) registrar, paying agent, escrow agent, or Trustee services, (c) Dissemination Agent services, (d) Bond Counsel or Disclosure Counsel services, (e) rating agencies fees, (f) fees for bond insurers or credit enhancement providers, (g) Verification Agent services, (h) and other consultants.

10. If the bond issue or long-term lease obligation is sold by "competitive" public sale; the Financial Advisor will:

a. Assist the City Attorney, Bond Counsel and City Staff with the preparation of the Notice of Sale, Bid Form, and other materials necessary to market the obligations and arrange for the necessary advertisements in the Bond Buyer or other relevant publications or internet-based media that will help promote the sale. This may include our recommendation of the City's use of an electronic internet-based platform for a competitive sale.

b. Assist in distributing the POS to a large list of institutional underwriters and potential institutional national and regional investors, and take such other actions, as deemed necessary based on then current market conditions, to support the City's efforts for a successful presale market exposure of the City's Obligations.

c. Assist the City, at the time of public sale and receipt of bids, with the evaluation of all bids with the City's Bid specifications, verifying the true interest cost of bids received, and making a recommendation to the City as to the award of the Bid for the City Obligation that is in the best interest of the City.

11. If the bond or bank placement issue is to be sold by "negotiated" sale, the Financial Advisor will:

a. Following the City's selection of underwriters, bankers, lenders or lessors through either a Request for Proposal ("RFP") or Request for Qualifications ("RFQ") process, or acceptance by the City of an unsolicited proposal, assist with the evaluation of the underwriter's, banker's, lessor's, or lender's bids or proposals in relation to interest rates, yields, gross spread or fees, financial conditions or covenants, reporting requirements, all-in-cost calculations, repayment and

amortization schedules, and other fees, terms or conditions. Any unsolicited underwriter's, banker's or lessor's financing or refinancing proposal will be compared with other options available at the time.

b. Assist the City and Bond Counsel in any negotiations regarding the underwriter's Bond Purchase Agreement ("BPA"), or Agreement Among Underwriters ("AAU"), bank documents, state revolving loan, USDA bond, lease documents, or private placement documents. This is also expected to include the review of any private sector or Developer's proposals to the City tied to any major economic development or Public Private Partnership ("PPP") project, including due diligence of the private sector or developer partner, with the Financial Advisor's time and expenses to be detailed separately per Section C.2. and C.7. This includes providing the City with current market information, summary comments as to the current market conditions related to the proposed City Finance or Refunding Plan, and a report and recommendation to the City's Manager, and City Council, as requested.

c. Arrange for the signing and delivery of the Obligations to either the underwriter(s), bankers or lessors and assist Bond Counsel and City Attorney with the arrangements for a successful closing of the Obligations.

C. COMPENSATION:

C.1. QUARTERLY RETAINER:

In order to assist Finance Staff and provide continuing investments and general financial consulting support services to the City related to its CIP, budgeting, and potential financing or refunding needs, the Financial Advisor agrees to provide these services based on a quarterly retainer of \$1,000.00 via an invoice and payable each 1st day of the quarter, beginning with the execution of this Agreement. The quarterly retainer will be paid on each successive April 1, July 1, October 1, and January 1. The Financial Advisor and Finance Director agree to review this level of investments and general financial consulting support, as needed, as part of the City's consideration of its annual budget.

C. 2. HOURLY COMPENSATION LEVELS:

The quarterly base retainer has been set at a level that is expected to cover the average basic level of general financial advisory and consulting support services by the Financial Advisor to the City not related to specific financings, refundings, banking services RFP, or any initial Scope of Services that may be developed. The payment by the City to the Financial Advisor of any fee for additional services requested will be either (i) set forth in the mutually agreed upon Scope of Services for any future work effort, or (ii) be paid out of a City approved, financing or refunding issue's Cost of Issuance at closing. If the Scope is to be done on an hourly basis, they will be governed by the hourly fees set forth below.

The hourly rates for the Financial Advisory Team are set forth below:

President:	\$300.00/Hour
Senior Vice President	\$175.00/Hour
Vice President or Assistant	
Vice President:	\$110.00/Hour
Associate:	\$75.00/Hour
Administrative Support:	\$35.00/Hour

C.3. BOND OR LONG-TERM LEASE PURCHASE (“COP”) FINANCINGS:

In connection with the issuance of any long-term bonds or capital lease obligations, the Financial Advisor shall be paid at closing in accordance with the following schedule:

<u>Par Amount of Bonds Issued:</u>	<u>Fee Per \$1,000</u>
\$0 to \$10,000,000	\$1.75
\$10,000,001 to \$25,000,000	\$1.25
\$25,000,001 to \$40,000,000	\$1.00
\$40,000,001 to \$100,000,000	\$0.75
Over \$100,000,000	\$0.50

Minimum Fee: \$17,500.00

The City and Financial Advisor acknowledge that there may be special projects or assignments per Section B1. or B.2. for which the services of the Financial Advisor will be requested which are either compensated under the quarterly retainer, or under a City approved Scope of Services, and may not result in the issuance of any bonds or long term City Obligations. These fees for these special services outside of the limits set forth above shall be negotiated on a case- by- case basis based on the City’s needs and time requirements and set forth in the Scope of Services per Section B.2. prepared by the Financial Advisor and acceptable to both parties.

For any state or federal USDA, SRF or other government supported bond programs, Larson Consulting Services agrees that its fees will be reduced by 50% of the level above, with a minimum of \$10,000 per individual financing.

For conduit financings proposed to be issued on behalf of the borrower by the City, the Financial Advisor shall be paid as set forth in Section C.3. or C.4. Such fees, and any hourly rates due to services provided under this Agreement, shall be paid to the Financial Advisor by either the conduit Borrower or City whether or not any bonds were actually issued. In the event that the conduit bonds or obligations are issued, the Financial Advisor will assist City staff with the presentation to the City Council of a Conduit Issue Report analyzing the credit, the proposed marketing plan, the potential financial or other impact to the City in serving as the Conduit Issuer, in cooperation with Bond Counsel and the City Attorney, the City’s protection from any risk of default on the financing, and the recommendation regarding the issuance of the bonds or conduit Obligations.

If the City receives a legal bid for the Obligations done from a bona fide purchaser on a Competitive Bid Process per Section B.3. that complies with the Bid specifications and offers acceptable interest rates to the City Council, and thereafter, the City decides to not issue the Obligations, the Financial Advisor will be paid the appropriate compensation as set forth in this Section C.4.

C.4. BANK OR SHORT-TERM PLACEMENT FINANCINGS OR REFUNDINGS:

Given current market conditions and our initial discussions with the City regarding any potential City Capital Projects, and the reduced structuring, legal time, lack of an Official Statement on a bank placement process, this bank financing placement option, following approval of any specific capital project's Finance Plan, should be considered for smaller projects that can also be financed over a shorter ten- to- fifteen- year period. The Financial Advisor, therefore, based on its successful bank placement experience for comparable Florida clients, proposes a reduced level of Compensation as set forth below:

Therefore, the City will pay to the Financial Advisor a fee as set forth below:

<u>Par Amount of Bank Loan or Note Placement:</u>	<u>Fees</u>
\$0 to \$5,000,000	\$12,500
\$5,000,001 to \$10,000,000	\$17,500
Over \$10,000,001	\$17,500 plus \$1.25/1,000
Minimum Fee: \$12,500	for amounts over \$10 Million

Larson Consulting agrees that its support, if requested by the City, on any State Revolving Fund Loan agreements or grant programs will be reduced to 50% of those levels above with a minimum of \$5,000 per individual financing.

Any non-investment grade or non-rated private placements not placed with a bank, or any equity placement on a Public Private Partnership or Joint Venture Project, will be compensated based on comparable fees for similar projects of that type, size, and complexity, and fully disclosed and mutually agreed to by the City and its Financial Advisor.

C. 5. INTEREST RATE HEDGING ADVISORY AND STRUCTURED FINANCE SERVICES:

If requested by the City's Manager or Finance Director, the Financial Advisor will assist the City Staff in reviewing any interest rate hedging or structured finance proposals or options, including but not limited to, Interest Rate Swaps, Caps and Collars, Debt Service Deposit Agreements, synthetic forward refundings, Swaptions, and other structures. This may include, if the City decides to proceed with one of these options and programs, the Financial Advisor working with a reputable third- party broker or broker dealer, with any fees paid to same fully disclosed and approved by the City, so as to help ensure that the City is receiving a market bid or rate appropriate to the specific transaction and based on current market conditions. The fees for the Financial Advisor shall be negotiated with the City and are typically based on the size, term, and complexity of the transaction, but are

also often influenced by general market conditions, and carry a typical minimum fee of \$15,000. These programs can be done on either the asset or liability side of the City's balance sheet. In many cases, the Financial Advisor, following the City's request for assistance, may review one of these proposed programs and propose to the City that they not proceed. In that case, any time spent by the Financial Advisor will be invoiced at the hourly levels set for in Section C.2.

C.6. OUT-OF-POCKET EXPENSES

Reimbursable out of pocket expenses, as noted in this Agreement, include the following items and other miscellaneous expenses:

- Travel, Mileage/Gas, Tolls, Parking, Lodging and Meals, provided travel occurs in coach class and mileage, lodging and meals are consistent with the City travel policy and Florida Statutes.
- Courier or overnight delivery Service.
- Photo copies, facsimile, copying and general office supplies related to any requested City Work related Product.
- Long Distance, cellular, and conference call telephone charges.
- General Associate (administrative and accounting) support services, including for rating agency, bond insurer process, SRF, USDA, preclosing, and closing.
- Computer, analytical, associate, and quantitative structuring, and project feasibility fees, as needed, and detailed in any Larson Consulting invoice.

Issuance expenses for financings or refundings per C.3., or C.4., excluding (i) Associate, (ii) Larson Consulting legal, (if any), (iii) Quantitative structuring support, and (iv) out of state travel, will be capped at \$2,500 per financing or refunding if completed within a 12-month time frame.

D. OBLIGATIONS OF THE CITY:

1. Provide the Financial Advisor, without charge to the Financial Advisor, copies of City Audits or CAFR's, financial, RFP's or planning documents, City Council presentation material, engineering reports, bank and investment records, legal opinions, bank documents on existing bank placements, banking service agreements and fee schedules, bond documents on existing bond financings and refundings, utility rate studies, utility consulting engineers reports, utility CUP or DEP related regulatory approvals and permits, interest rate hedging contracts, and other pertinent disclosure or other documentation as the Financial Advisor may reasonably require in order to provide services as outlined herein.
2. Provide reasonable timely access to Finance Director as the City's Principal Contact officer, and designated City Staff on projects, as needed, to enable the Financial Advisor to meet the City directed time expectations and work effort for the specific engagement. Any delays in providing the Financial Advisor with the necessary material for the specific project may cause a delay in the ability of Larson Consulting to perform its responsibilities under this Agreement or any Scope of Services, and result in a potential addendum to the Scope of Services and increase in fees and expenses.

3. Employ, when required, qualified City Attorney, Bond Counsel, Disclosure Counsel, Consulting Engineers, Feasibility Consultants, and other professionals whose services in connection with the planning and preparation of any City Obligations or other services under this Agreement, will be available to the Financial Advisor.
4. Pay all expenses relating to the issuance of City Obligations, including, but not limited to:
 - a. Fees and expenses of City Attorney, Bond Counsel, Disclosure Counsel, Consulting Engineers, Feasibility Consultants, Auditors, Bond Registrar and Paying Agent or Escrow Agent or Trustee, Dissemination Agent, Printer, and any other consultants and advisors retained by the City and necessary for the completion of the financing or refunding.
 - b. Cost of holding elections, if applicable.
 - c. Cost of printing and distribution of POS, OS, PLOM or LOMs, if applicable.
 - d. Cost of preparing and placing legal publications, or tombstone advertisements in the local newspapers for a bond financing.
 - e. Cost of obtaining ratings from the major rating agencies, or approval of any state or federal grant application, revolving loan agreement, USDA or other bonding program, including the costs of any presentation or related travel. The Financial Advisor does agree to assist, if helpful, with these arrangements, and providing travel coordination, in the interest of cost reduction and accounting simplicity, as these costs are typically paid out of cost of issuance and at closing from financing proceeds. Any expenses paid by the Financial Advisor in advance of closing and on behalf of the City will be documented fully by the Financial Advisor's invoice and reimbursed by the City by either its funds, prior to closing, upon receipt of an invoice, or out of financing proceeds at closing.
 - f. Any expenses relative to the validation process, including court costs, travel expenses, if any, and local advertising.
 - g. Cost of printing, authenticating, and delivery of the Obligations.
 - h. Cost of Preclosing and Closing, including travel, meals and lodging for City officials and City Staff. These expenses, similar to (e) above, may be initially handled by the Financial Advisor on behalf of the City when coordinating out of City or out of State travel, but will be fully reimbursed by the City to the Financial Advisor.

E. STAFF SUPPORT:

The Financial Advisor agrees to provide the following Principal Contact Officer to assist the City in the implementation of this Agreement, and any change would require the City's prior approval. Any change without the City's approval may result in a Termination of this Agreement.

Principal Contact Officer

- Jeff Larson, President

Larson Consulting Services' Support Team

- Larry Aubrecht, Senior Vice President, Quantitative Team Leader
- Terry Larson, Senior Vice President
- John P. Moran, CPA, Vice President and Quantitative Analyst
- Nicole Larson Sydney, Vice President and Data Analyst
- Nate Larson, Associate

The Support Team officers, support staff and subconsultants to Larson Consulting will be available, as needed, and directed by Mr. Larson. Jeff Larson and Nicole Larson Sydney are both licensed Series 50 Municipal Advisors with the SEC and MSRB, and Jeff is also a licensed Series 54 Municipal Advisory Principal.

F. STANDARD OF CARE:

It is agreed that the sole standard of care imposed upon Larson Consulting Services, LLC by this Agreement is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. Larson Consulting will provide, upon request, the City with copies of the professional resumes of the members of the Financial Advisory team and any key subconsultants. The City is aware of Mr. Larson's role as Administrator for the AAAM rated LGIP FL SAFE via a separate Company, FMAS. Some of the LCS team may also be retained consultants to the firm.

G. PUBLIC RECORDS:

In accordance with Florida Statutes 119.0701, the Financial Advisor shall comply with Florida's public records laws, and other laws and regulations as a registered Municipal Advisor by the SEC and MSRB, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by 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 or regulations. Financial Advisor shall do so by providing the public records to the City prior to allowing inspection or copies to be made for City to review and redact confidential and exempt information.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of Financial Advisor upon termination of this agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure 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. This provision shall survive the termination of the Agreement.

H. NOTICE:

- a. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addressees as any party may designate by notice complying with the terms of this Section:
 - i. For the City: Ted Beason, Finance Director, City of Zephyrhills, 5335 8th Street, Zephyrhills, Florida, 33542
 - ii. For Financial Advisor: Jeffrey T. Larson, President, Larson Consulting Services, LLC, 10151 University Blvd, #117, Orlando, Florida 32817-1904.
- b. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery delivered, shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

I. SEVERABILITY:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

J. CONFIDENTIAL RELATIONSHIP:

All information and advice furnished by either party to the other hereunder shall be treated as confidential and shall not be disclosed to third parties except as required by law or regulations and subject to provisions of Chapter 119 F.S.

K. REQUEST FOR FINANCIAL ADVISOR TO BID:

The Financial Advisor agrees that it will not serve in either an underwriting or broker dealer capacity to the City during the Term of this Agreement, and for a period of six months following any termination or non-renewal of this Agreement. Larson Consulting, as the City's Financial Advisor, will not bid on any Obligation advertised for public sale. City investment decisions will be made by the City's Investment Officer as set forth in the City's approved Investment Policy, Charter, Code, Ordinances and Florida Statutes.

L. INDEPENDENT CONTRACTOR

The Financial Advisor undertakes performance under this Agreement as an independent contractor and the Financial Advisor shall not receive any City benefits, stipend or privileges afforded by City employees.

M. COMPLIANCE WITH LAWS

In the performance of its services under this Agreement, the Financial Advisor will comply with applicable regulatory requirements including federal, state and local laws, rules and regulations.

N. UNCONTROLLABLE FORCES.

Neither the City nor Financial Advisor shall be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

O. TERMINATION:

Either the City or Financial Advisor may cancel and terminate this agreement upon ninety (90) days written notice to the other party. At that time, all responsibility under this Agreement will terminate.

In the event of termination or expiration of the Agreement prior to the completion of current work in process by the Financial Advisor, the Financial Advisor will be reimbursed for all fees, costs and expenses actually incurred by them through and including the date of termination as set forth in this Agreement.

P. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising from this Agreement will be exclusively in Pasco County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals to be affixed hereto as of the day and year first above written.

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Title: Jodi Wilkeson, Council President
Date: _____

ATTEST:

By: _____
Lori. L. Hillman, MMC, City Clerk

LARSON CONSULTING SERVICES, LLC

By: _____
Title: Jeffrey T. Larson, President
Date: _____

cc. Ted Beason, Finance Director

CONSENT ITEMS 2.7

Kerns Family Construction Professional Services Agreement #37-23-01 for Building and Construction Continuing Services

Issue:

Award Bid for Kerns Family Construction Continuing Services Contract Request for Qualifications 35-22-13 for CRA, Planning and Public Works

Background:

On September 7, 2022, the City distributed a Request for Qualifications 35-22-05 for Professional Services-CRA, Planning and Public Works. This solicitation consisted of several services of Engineering, Planning, Marketing and small construction repairs which the City needed as additional tools to utilize. The solicitation was distributed through Tampa Bay Times and BidNet Direct online. BidNet had forty-three (43) firms downloaded the solicitation. On October 7, 2022, the City received seven (7) solicitation responses:

1.	Alfred Benesch	242
2.	BGE	266
3.	CPH	244
4.	GAI	255
5.	HCP.1	283
6.	Kern's Family.2	279
7.	Kimley-Horn.3	187*

HCP.1—Is marketing research, advertisement and public relations.

Kerns.2—is a local construction firm to be used for small renovation, repair and emergency repairs throughout the City.

Kimley-Horn.3 currently has an active contract with the City, 37-21-04 scheduled to expire June 2024. This contract has another renewal period for three more years. This submittal was eliminated due to the active contract in place.

The remaining firms have a variety of engineering, planning, consultant services to use.

The Evaluation Committee which consisted of Gail Hamilton, Shane Le Blanc and Rodney Corriveau met on October 14, 2022 to discuss their ranking of the written responses. The evaluation committee is recommending the selection of Firms 1-6. Kimley-Horn is already under contract. Based on the ranking on the written responses, references and their experiences

it was decided to forego the interview process.

The City's purchasing department reviewed the response to see if they were responsible and responsive.

Attachment(s):

1. 37-23-01 Kerns Family Const. Prof Svs.
2. Exhibit A - RFP Package - Kerns
3. Exhibit B - KERNS - City of Zephyrhills Pricing Schedule

Fiscal Impact:

Staff Recommendation:

After careful review by the City and the Evaluation committee, it is our recommendation for Council to approve the selection of Kerns Family Construction.

**PROFESSIONAL SERVICES CONTRACT
CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS**

THIS PROFESSIONAL SERVICES CONTRACT – CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS (the "Contract"), made this 27th day of March 2023, between **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and **KERNS FAMILY CONSTRUCTION COMPANY, INC.**, an Florida corporation, having its principal office at 5031 Airport Rd, Zephyrhills, FL 33542 (hereinafter referred to as "Consultant").

WHEREAS, CITY desires to obtain services as stated in the Request for Qualifications #35-22-05 incorporated herein by reference from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFQ# 35-22-05 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for consultant advising shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for construction services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 35-22-05 is incorporated into this Contract by reference. Consultant's response to the RFQ is attached hereto and incorporated herein as

Exhibit A. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted professional standards to achieve a total consultant cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant agrees to perform, in accordance with generally accepted professional standards.

- (a) Although CITY looks to Consultant for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.
- (b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Consultant shall

include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.

6. **Change Orders.** Changes to any Task Assignment or Continuing Services Contract shall be submitted in writing to the appropriate Department Head and the City Manager. The writing shall include a detailed explanation of the change in terms/scope/work, why the change is needed and a breakdown of all costs and fees associated with the change order. The City Manager shall have the ability to execute change orders up to, but not exceeding, fifty thousand dollars (\$50,000.00) in net change from the original agreement.
7. **Fees.** CITY agrees to pay to Consultant for Basic Services, based upon Exhibit B – Hourly Rate Schedule, Consultant will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
 - (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
 - (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
 - (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
 - (d) Consultant's fee for Additional Services will be computed in accordance

with hourly rates as described in Exhibit B – Hourly Rate Schedule. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.

- (e) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
 - (f) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
 - (g) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.
8. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.

- (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

9. **Reuse/Repeated Design.**

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
- (b) Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity that has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

10. **Insurance.**

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured.

Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A-" or higher and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.

2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, and its agents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.
- (c) Consultant shall indemnify and hold CITY, its employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract.

- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

11. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any

person or business entity absent prior written consent from CITY and such other person.

12. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
13. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
14. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant.
 - (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to

such resumption shall be the amounts provided in Exhibit B – Hourly Rate Schedule, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B – Hourly Rate Schedule shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.

- 15. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
- 16. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) any and all negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

17. Subconsultants/Separate Consultants.

- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
- (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections and revisions at its sole cost and expense.
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
- (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

18. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in Exhibit A, and Consultant agrees that the persons (Key Employees) listed in Exhibit A shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.

19. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be

submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

20. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:

1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

21. **Entire Agreement.** This Contract, its attachments and the RFQ documents incorporated by reference represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.
22. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.
23. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPYRHILLS, FLORIDA

By: _____
Jodi Wilkeson
City Council President

CONSULTANT

**KERNS FAMILY CONSTRUCTION
COMPANY, INC.**

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Lori L. Hillman, City Clerk

ATTEST:

By: _____
Print Name: _____
Title: _____

**EXHIBIT
A**



September 27, 2022

City of Zephyrhills
ATTN: Purchasing Dept
5335 8th Street
Zephyrhills, FL 33542

Re: RFQ No. 35-22-05
Professional Services – CRA, Planning and Public Works

Dear Evaluation Committee Members,

Kerns Family Construction Company, Inc. is pleased to submit our qualifications to the City of Zephyrhills to provide professional construction professional services for the CRA, Planning and Public Works. As a local company, we are excited about the opportunity to continue our working relationship with City of Zephyrhills.

Kerns Family Construction has over 60 years of combined real estate and construction experience with both residential and commercial construction. Additionally, Tony and Linda Kerns have partnered through Hometown Roofing & Construction, with a 3rd generation roofer who has extensive experience with all commercial and residential roofing applications. Together we provide our clients with the assurance that every project will be completed with a quality product, in a timely manner, and within budget.

Thank you for reviewing our submittal and we look forward to having the opportunity to continue working with City of Zephyrhills.

Sincerely,

Linda Starr Kerns

5031 Airport Road Zephyrhills Florida 33542
813.996.0772
kfc-inc.com

SUBMIT RESPONSE TO:

CITY OF ZEPHYRHILLS

VIA: BIDNETDIRECT.COM

CUST NUMBER: 800-835-4603

BETWEEN 8 A.M-8 P.M.



REQUEST FOR QUALIFICATIONS

Response Acknowledgement

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: kmiller@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.
PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None			RESPONSES RECEIVED AFTER ABOVE
DATE: NONE SCHEDULED TIME:			DATE AND TIME
			WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

Kerns Family Construction Company Inc.
5031 Airport Road Zephyrhills FL 33542

If returning as a "NO" state reason:

TELEPHONE NUMBER: 813.996.0772

EMAIL ADDRESS: linda@kfc-inc.com

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

45-3807191

AUTHORIZED SIGNATURE

Linda Starr Kerns, Vice President

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26 day of SEPTEMBER, 2022Personally known: ☒ Or produced identification: ☐Type of ID: N/A

Notary Signature

FL

State

My commission expires: 6-4-2025

AFFIX NOTARY STAMP BELOW



BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

**City of Zephyrhills
RFQ Response Form**

PROJECT IDENTIFICATION NUMBER: 35-22-05

PROJECT NAME: Professional Services-CRA, Planning and Public Works

RFQ DEADLINE: September 30, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 45-3807191

Required Documents:

- | | |
|---|---|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ Applicant Firm Sheet, Pg 27 | ☐ RFQ Table of Contents, Pg 28 |
| ☐ SubConsultant/Contractor, Pg 29 | ☐ References, Pg 30 |
| ☐ Public Entity Crimes, Pg 33 | ☐ Error & Omissions, Pg 38 |
| ☐ Addenda Receipt Acknowledgement, Pg 35 | ☐ Debarment, Pg 39 |
| ☐ E-Verify, Pg 37 | ☐ RFQ Acceptance, Pg 40 |
| ☐ References-Pg 30 | ☐ Business Tax Receipt and Licenses, etc |
| ☐ Non Collusive, Pg 36 | ☐ Drug Free Workplace, Pg 31 |
| ☐ Resumes & Organization Chart, Pg 23 | |

FIRM NAME: Kerns Family Construction Company Inc.

SUBMITTER'S NAME/TITLE: Linda Starr Kerns, Vice President

ADDRESS: 5031 Airport Road Zephyrhills FL 33542

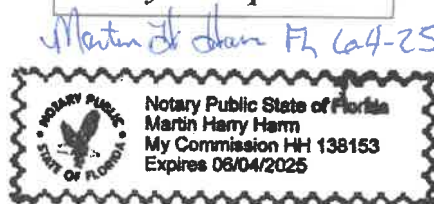
TELEPHONE NUMBER 813.996.0772 **FAX** _____

EMAIL ADDRESS linda@kfc-inc.com

Firm Representative Signature: _____

Date 9.26.22

Notary or Corporate



PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: Kerns Family Construction Company Inc.

ADDRESS: 5031 Airport Road Zephyrhills FL 33542

TELEPHONE NUMBER: 813.996.0772

FAX NUMBER: _____

CONTACT PERSON/TITLE: Linda Starr Kerns, Vice President

EMAIL ADDRESS: linda@kfc-inc.com

ALT CONTACT PERSON/TITLE: Tony Kerns, President

EMAIL ADDRESS: tony@kfc-inc.com

FEDERAL TAX ID NUMBER: 45-3807191

Type Ownership: S Corporation

Submittal for Parent Company Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Linda Starr Kerns 813.833.0972

Tony Kerns 813.294.5158

Present Offices: City/State/Number of personnel for each:

5031 Airport Road Zephyrhills FL 33542



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SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. Hometown Services of Florida, Inc. DBA Hometown Roofing & Construction 5031 Airport Road Zephyrhills, FL 33542	1. Roofing
2. Reese Electrical, Inc. P.O. BOX 862 Zephyrhills, FL 33539-0862	2. Electrical
3. Jackson Plumbing, Inc. 6947 Land O' Lakes Blvd. Land O' Lakes, FL 34638	3. Plumbing
4.	4.
5.	5.

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works

Kerns Family Construction Company, Inc. has experienced staff that have managed and completed many projects of similar nature. We have the financial stability required to support a project of this magnitude due to our financial position, good- standing in our banking relationships and large pipeline of work. We carry all required insurances at limits that meet or exceed normal requirements.

Main Banking

Truist Bank

Lisa Francis

7914 Land O Lakes Blvd.

Land O Lakes, FL 34638

813.345.3252

Project Completion Record

No Contracts Canceled.

No Previous Violations

Kerns Family Construction Company, Inc. does not have any past or pending citations, violations, or disbarments.

No Regulatory or License Agency Sanctions

Kerns Family Construction Company, Inc., and its owners have not received any reprimands or been suspended by their respective boards or any other regulatory agency or professional association.

No Litigation, Claims, or Contract Disputes

Kerns Family Construction Company, Inc. does not have any history of litigation associated with project performance and/or professional liability.

Firm's Bonding Company/Agent

ProSure Group

7217 Benjamin Road

Tampa, FL 33634

Danielle Whalen

813.243.1110



With over 60 years combined in the real estate and construction industries, our family run business is uniquely staffed to service our Clients like no other. And it's this experience, our personalized approach and our rigorous quality assurance standards which drastically differentiate our organization. We are proud of our in-house proprietary systems for managing many of the key processes: bidding, budgeting, final touches and walk-through details. These allow us to efficiently approach each and every job as a custom project, no matter how big or small. Somebody will be calling the result 'HOME', and that is always the foremost priority in our minds. We ask ourselves at the end of each and every job, would we be EXCEEDINGLY SATISFIED if this was our residence or business? Because for Kerns Family Construction, our name is on it – and it IS personal!

Our distinct service offerings include:

- Remodels and Historic Home Renovations
- Custom Homes & Renovations
- Commercial Build-outs
- New Construction – Commercial and Residential
- Commercial and Residential Roofing

We are licensed and insured, and we only partner with licensed and insured HVAC, roofing, electrical and plumbing subcontractors who have been rigorously vetted to ensure our ability to offer a seamless experience to all of our Clients.

Kerns Family Construction is proud to be an Aurora Award winner, and as a leading construction service provider, the Partners at Kerns Family Construction are consistently educating themselves on the latest building trends and efficiencies in the industry so that we can continue to deliver the best product possible to our Clients.



Tony Kerns, the founder of Kerns Family Construction has been responsible for the utmost in quality construction for over 35 years. His body of work consists of numerous multi-family and single family residential projects, custom homes and commercial construction. With most his career spent in Florida and California, he has been acutely familiar with some of the strictest building codes in the country while working with exceptional builders and developers prior to starting his own firm in 2008. He is ultimately responsible for the successful execution of all Kerns Family Construction projects and ensures high-quality delivery, on time and on budget with the implementation of our vision and standards. Tony's energy and enthusiasm for construction is the foundation on which Kerns Family Construction is built.

As Vice President, **Linda Starr Kerns**, encompasses many roles for Kerns Family Construction, especially quality assurance, bidding and close out for all jobs. She is a licensed Real Estate Broker in the State of Florida and has over twenty years in real estate as the Executive Vice President for a leading developer, where she finalized entity formation, business terms, partnership agreements, coordinated legal documentation associated with land and property acquisitions, developed condominium association documents, managed human resources and handled all aspects of insurance and risk management. Her eye for detail, ability to multi-task and a vast knowledge of "what Buyers are looking for" ensures each Kerns Family project is delivered at the highest level!

With over 60 years combined in the real estate and construction industries, our family run business is uniquely staffed to ensure quality and timely completion of our projects. And it's with this experience, our personalized approach and our rigorous quality assurance standards which drastically differentiates our organization. We are proud of our in-house proprietary systems for managing many of the key processes: bidding, budgeting, final touches and walk-through details. These allow us to efficiently approach each job as a custom project, no matter how big or small. Somebody will be calling the result 'HOME', and that is always the foremost priority in our minds.

We are licensed and insured with in house employees, and we only partner with licensed and insured HVAC, roofing, electrical and plumbing subcontractors who have been rigorously vetted to ensure our ability to offer a seamless experience.



Client List

In addition to an elite list of custom build and renovation homeowner's around the Bay area, Kerns Family Construction has a distinguished portfolio of REIT clients purchasing for their rental portfolio and financial institutions requiring REO renovation services. Here is a sampling of Clients utilizing these services:

- City of Zephyrhills
- State of Florida Department of Forestry
- Ace Hardware
- Waypoint Homes
- The American Homes
- USA Homeownership
- Home Depot
- Premiere Asset Services
- PNC
- Dakota Asset Management
- Regions Mortgage
- Many Licensed Real Estate Brokers and Sales Associates in the Greater Tampa Bay area



Kerns Family Construction Company, Inc. has an in house safety program that our employees follow. In addition to our in house employees, any subcontractor is required to follow OSHA guidelines, name Kerns Family Construction and its client as additional insured. Each subcontractor is required to hold a minimum of \$1 million in coverage, and higher if project warrants. All subcontractors are required to submit all proof of insurance prior to job commencement.

RFQ 35-22-05**PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS****Business References** (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY**1. Company Name**Project Title **Carriage House**

Project Location

Project Description **Historical Renovation**Project Start: **08-2020**Project Completion Date **01-2021**Owner Name **City of Zephyrhills**Owner Address **5335 8th Street Zephyrhills FL 33542**Phone Number and Email **Gail Hamilton**Project Amount **154,877.96**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____**2. Company Name Florida Forestry Services**Project Title **Croom Restrooms**Project Location **6420 La Rosa Rd. Brooksville, FL 34601**Project Description **Croom Motorcycle Area Day Use Area Restroom Renovation**Project Start: **04-01-2022**Project Completion Date **06-08-2022**Owner Name **Florida Forestry Services - Gerri Velazquez**Owner Address **15019 Broad Street Brooksville, FL 34601**

Phone Number and Email Office: (352) 797-4124 Gerri.Velazquez@fdacs.gov

Project Amount **\$88,014**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____**3. Company Name Florida Forestry Services**Project Title **Rock lake Lodge/Office Renovation**Project Location **8392 Rock Lake Rd. Brooksville, FL 34601**Project Description **Flooring installation**Project Start: **03-30-2022**Project Completion Date **05-11-22**Owner Name **Florida Forestry Services - Gerri Velazquez**Owner Address **15019 Broad Street Brooksville, FL 34601**

Phone Number and Email (352) 797-4124 Gerri.Velazquez@fdacs.gov

Project Amount **56,831.61**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____**4. Company Name Florida Forestry Services**Project Title **Bushnell House Residence Renovation 62 & 67**Project Location **62 & 67 CR 538 Bushnell, FL 33513**Project Description **Installation of lap siding and kitchen renovation**Project Start: **11-21-2021**Project Completion Date **02-02-2022**Owner Name **Florida Forestry Services - Gerri Velazquez**Owner Address **15019 Broad Street Brooksville, FL 34601**

Phone Number and Email (352) 797-4124 Gerri.Velazquez@fdacs.gov

Project Amount **89,000.00**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KERNS, TONY V

KERNS FAMILY CONSTRUCTION COMPANY, INC.
5031 AIRPORT ROAD
ZEPHYRHILLS FL 33542

LICENSE NUMBER: CBC1255980

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2022

Expires September 30th



ACCOUNT #:: 98001
SIC CODE: 1541.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
BUILDING CONTRACTOR

STATE LICENSE #
CBC1255980

OWNER/QUALIFYING AGENT
KERNS TONY

LOCATION ADDRESS:
5031 AIRPORT RD
ZEPHYRHILLS, FL 33542

KERNS FAMILY CONSTRUCTION COMPANY INC

5031 AIRPORT RD
ZEPHYRHILLS, FL 33542

DATE	RECEIPT	AMOUNT
07/30/2021	21-1-122905	31.25

Business Owner: KERNS FAMILY
CONSTRUCTION CO

CITY OF ZEPHYRHILLS BUSINESS TAX RECEIPT

Business Tax Receipt Number: 0
Issue Date: 09/30/2021

5335 Eighth Street
Zephyrhills, FL 33542
License Year July 1, 2021 to September 30, 2022

Business Address: 5031 Airport Rd
ZEPHYRHILLS, FL 33542

Business Type: 301 Building Contractor
State Certification:

Mailing Address: KERNS FAMILY CONSTRUCTION CO
KERNS, TONY
5031 Airport Rd
ZEPHYRHILLS, FL 33542

BTR #: 000498-2020

Business Tax Receipt: \$55.13

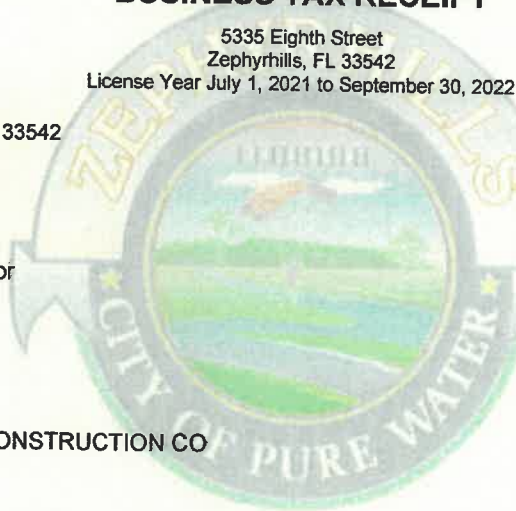
Total Amount Due: \$55.13

Amount Paid: \$55.13

Payment Type: Check

Payment Date: 08/03/2021

Receipt #: REC-003734-2021



City Manager

SHALL BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collup Insurance LLC 378 Cherokee Roseburg OR 97471	CONTACT NAME: Jane Collup PHONE (A/C, No, Ext): (541)647-1155 FAX (A/C, No): (541)637-0789 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Preferred Contractors Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 12497
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PC437122	6/22/2022	6/22/2023	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000						
	MED EXP (Any one person) \$ 5000						
	PERSONAL & ADV INJURY \$ 1000000						
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						BODILY INJURY (Per person) \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							☐ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.Construction and Renovation Services for the City of Zephyrhills

CERTIFICATE HOLDER**CANCELLATION**

City of Zephyrhills 5335 8th Street Zephyrhills FL 33524	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

CERTIFICATE OF LIABILITY INSURANCE							Date 2/17/2022	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
				Insurer E:				
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	☒ WC Statutory Limits	☐ OTH-ER	
						E.L. Each Accident	\$1,000,000	
						E.L. Disease - Ea Employee	\$1,000,000	
						E.L. Disease - Policy Limits	\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Kerns Family Construction Company, Inc. Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com								
Project Name: ISSUE 01-27-21 (AR). REISSUE 02-17-22 (BP)								
Begin Date: 8/8/2018								
CERTIFICATE HOLDER				CANCELLATION				
CITY OF ZEPHYRHILLS				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				
5335 8TH STREET								
ZEPHYRHILLS, FL 33542								

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Linda Starr Kerns, Vice President
(print individual's name and title)
for Kerns Family Construction Company Inc.
(print name of entity submitting sworn statement)

whose business address is

5031 Airport Road Zephyrhills FL 33542

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3807191

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

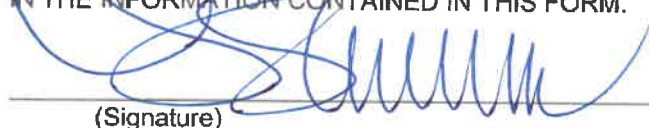
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

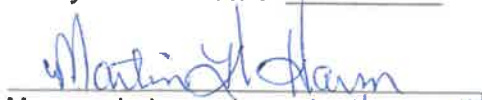

(Signature)

Sworn to and subscribed before me this 26 day of SEPTEMBER, 2022

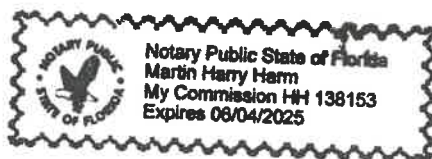
Personally known ✓

Or Produced identification N/A

Notary Public – State of _____


My commission expires 6-4-2024
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)



Addenda Receipt Acknowledgment
35-22-05

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative: 

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of _____

Linda Starr Kerns

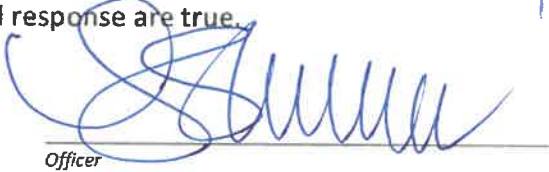
, being first duly sworn, deposes and says that he/she is

Vice President

submittal
(partner or officer of the Firm, etc)

, the party making the fore-going submittal of qualifications or bid that such

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.


Officer

Kerns Family Construction Company Inc. (Company Name)

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER

by

Linda Starr Kerns (name and title of corporate officer)

of Kerns Family Construct (Name of Corporation),

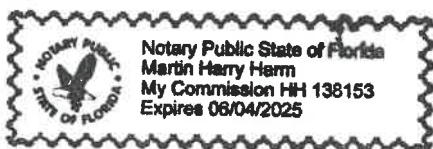
a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Identification type) as identification.


(Signature line for notary public)

MARTIN H. HARM (Name of notary type, printed or stamped)

N/A (Title or rank)

My commission expires: 6-4-2025
Serial number, if any HH 138153



E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: Kerns Family Construction Company Inc.

Authorized Signature: 

Title: Vice President

Date: 9.26.22

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: Kerns Family Construction Company Inc.

Authorized Signature: 

Title: Vice President

Date: 9.26.22

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**

35-22-05

**PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS**

- Linda Starr Kerns, Vice President
1. The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
 2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: _____
Kerns Family Construction Company Inc.

Name of Company - Please Print

Signature: _____

Authorized Company Representative

Name/Title: _____
Linda Starr Kerns, Vice President

Address: _____
5031 Airport Road Zephyrhills FL 33542

Date: _____

9.26.22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**



Authorized Signature

Date

9.26.22

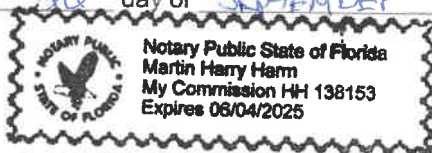
Linda Starr Kerns

Printed Name

Kerns Family Construction Company Inc.

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26th day of September A.D. 2022



(Seal)

By:



Title:

N/A

EXHIBIT

B



Kerns Family Construction Company, Inc. has the following rate schedule:

Tony Kerns: \$200 per consulting hour

Linda Kerns: \$200 per consulting

Skilled Labor: hour \$150 per hour

Contract work under \$500,000 earns a cost plus fee of 25%.

Contract work over \$500,000 earns a cost plus fee of 20%.

BUSINESS ITEMS/PUBLIC HEARING 3.1

Disposal of Pet Waste

Second Reading **ORDINANCE NO. 1456-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1456-23 on the Second Reading

Issue:

Approval of Ordinance No. 1456-23 - Creating Section 93.03 of the City of Zephyrhills Code of Ordinances - Establishing requirements for the proper disposal of pet waste.

Background:

In September 2018, Pasco County renewed the Florida Department of Environmental Protection (FDEP)'s National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000032, Cycle 4 for the Pasco County Municipal Separate Storm Sewer System (MS4), of which the City is part of. As required in Part VIII.B of this permit, the City must comply with the adopted provisions of a Basin Management Action Plan (BMAP).

The FDEP has identified specific water bodies in the County as "impaired" because of excess nutrients or bacteria under the Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code).

The FDEP has mandated total maximum daily loads for impaired water bodies and has adopted the Hillsborough River Basin Bacteria BMAP within the Tampa Bay watershed.

Implementation of a pet waste ordinance is an approved stormwater best management practice, a component of the BMAP's, and part of the strategies implemented in other jurisdictions to achieve the required pollutant load reductions to meet total maximum daily loads and reduce nutrient and bacteria loading to the springs, Gulf of Mexico, and Tampa Bay.

Attachment(s):

1. 1456-23 Pet Waste Ordinance

Fiscal Impact:

No funding is required for this action

Staff Recommendation:

For compliance of our NPDES permit, staff recommends a motion to approve Ordinance 1456-23 on the first reading and direct staff to advertise for the final reading.

ORDINANCE NO. 1456-23

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Florida Constitution of 1968, and Chapter 166, Florida Statutes, the City of Zephyrhills has broad home rule powers to carry out city government, including the power to adopt ordinances to provide for the public health and safety; and

WHEREAS, the FDEP has mandated total maximum daily loads for “impaired” water bodies in Pasco County and has adopted Basin Management Action Plans (BMAP), within the Springs Coast and Tampa Bay watersheds; and

WHEREAS, this ordinance is part of the strategies implemented by the City of Zephyrhills to achieve the required pollutant load reductions to meet these total maximum daily loads and reduce nutrient and bacteria loading into surface waters, springs, the Gulf of Mexico, and Tampa Bay; and

WHEREAS, implementation of a pet waste ordinance is an approved stormwater best management practice component of the BMAP and a requirement of Pasco County’s Municipal Separate Storm Sewer System Permit; and

WHEREAS, pet waste contains nutrients that can promote the growth of algae in stormwater and drainage conveyances and natural water bodies; and

WHEREAS, pet waste contains bacteria and parasites that can make surface waters unsafe for fishing, wading and swimming; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing

WHEREAS, the City Council has conducted duly noticed public hearings as required by law, at which hearings all parties in interest and citizens were afforded notice and the opportunity to be heard; and

WHEREAS, the City Council hereby finds and declares that this Ordinance is in the best interest of the public health, safety, and welfare, and that it advances a valid and important public

purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, that the following addition to the City of Zephyrhills Code of Ordinance shall be referred to as the “Pet Waste Ordinance,” as follows:

SECTION 1. Authority.

This ordinance is enacted pursuant to Chapter 166, Florida Statutes (2022), and under the home rule powers of the City.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses are hereby adopted as legislative finds of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption.

SECTION 3. Purpose and Intent.

This ordinance establishes requirements for the proper disposal of pet waste in Pasco County, Florida, to protect public health, safety and welfare, and increase public awareness.

SECTION 4. Definitions.

For this section, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

“Owner/Keeper” – any person who shall possess, maintain, house, or harbor any pet or otherwise has physical custody or control of any pet.

“Person” – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“Pet” - a domesticated animal.

“Pet waste” – waste matter, excrement expelled from the bowels of a pet.

“Proper disposal” – placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the county or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

SECTION 5. Requirement for Disposal.

All pet owners and keepers are required to immediately collect their pet's waste when deposited on any property, public or private, not owned or possessed by that person and to properly dispose of the pet waste.

SECTION 6. Exemptions.

Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose. Further, this section does not apply to the accumulation of animal waste as part of a bona-fide agricultural activity.

SECTION 7. Repealer.

All ordinances and resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 8. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 9. Inclusion in Code.

It is the intent of the City Council of the City of Zephyrhills, Florida, that the provisions of this Ordinance shall become and be made a part of the Pasco County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 10. Effective Date.

This ordinance shall be transmitted to the Department of State by the Clerk to the Board by

electronic mail within ten (10) days of the adoption of this ordinance, and this ordinance shall take effect upon filing with the Department of State.

The Ordinance 1456-23 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of March 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance 1456-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of March, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance 1456-23 was approved by me this 27th day of March 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.2

Water Supply Facilities Work Plan

First Reading **ORDINANCE NO. 1454-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES, CONSERVATION, FUTURE LAND USE, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

- A. Council President opens Transmittal Public Hearing
- B. Council President closes Transmittal Public Hearing
- C. City Council considers Ordinance 1454-23 on the First Reading

Issue:

Consideration of and recommendation for the proposed amendment to the Zephyrhills 2025 Comprehensive Plan to adopt the 2022-2040 Zephyrhills Water Supply Facilities Work Plan (Exhibit A) and related changes to the goals, objectives, and policies (Exhibit B).

Recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature established a process for water supply planning through the Community Planning Act (Chapter 163, Part II, FS) and Water Resources Act (Chapter 373, FS). The process involves the state's water management districts in the periodic evaluation of whether adequate water supplies exist to meet the needs of their areas. If a district finds that the water supply will not be adequate, it must prepare a regional water supply plan that identifies alternative ways in which water supply needs can be met for the next 20 years. A local government that falls within an area subject to a regional water supply plan is required to amend its comprehensive plan to adopt a water supply facilities work plan addressing the water supply sources and facilities necessary to meet existing and projected water use needs for at least a ten-year period.

Background:

The City's Utility Department has prepared the 2022-2040 Zephyrhills Water Supply Facilities

Work Plan (WSFWP) in response to the 2020 Regional Water Supply Plan (RWSP) adopted by the Southwest Florida Water Management District (SWFWMD) in November 2020. The proposed WSFWP takes into consideration data and water supply projects from the RWSP that affect water supply planning in Zephyrhills. The WSFWP indicates that potable water demand for approved development in the City's Utility Service Area, including existing development, will exceed the City's SWFWMD permitted potable water supply within the next eight years (see WSFWP Table 18).

The City's Planning Department has prepared the comprehensive plan amendment package for the adoption process, that will include transmittal to the state reviewing agencies. To meet state requirements for water supply and water facilities planning, the comprehensive plan must address:

- Appropriate aspects of the water management district's RWSP and applicable policies
- Existing and projected potable water demand for at least a 10-year period
- A plan to address identified needs, including water conservation and reuse measures
- Capital projects programming for the first five years of the 2022-2040 WSFWP to maintain the City's adopted level of service standards for potable water supplies and facilities
- Intergovernmental coordination for regional water supply planning

The proposed amendment to the comprehensive plan addresses these requirements.

Attachment(s):

1. Ordinance 1454-23 Water Supply Facilities Work Plan
2. Ordinance 1454-23 Exhibit A ZephyrhillsFacilityWorkPlan_Final
3. Ordinance 1454-23 Exhibit B Zephyrhills WaterSupplyPlan

Fiscal Impact:

NA

Staff Recommendation:

Approval to transmit to the State of Florida.

ORDINANCE NO. 1454-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES, CONSERVATION, FUTURE LAND USE, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature of the State of Florida has mandated that all local governments prepare and adopt comprehensive plans to provide thorough and consistent planning and regulation of development with regard to land within their corporate limits; and

WHEREAS, all amendments to the comprehensive plan must be adopted in accordance with detailed procedures which must be strictly followed; and

WHEREAS, Subsection 163.3167(9), Florida Statutes, requires each local government to address in its comprehensive plan, the water supply sources and facilities necessary to meet and achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Section 163.3177, Florida Statutes, requires each local government coordinate appropriate aspects of their comprehensive plans with the appropriate water management district regional water supply plan and ensure that the future land use plan is based upon availability of adequate water supplies and public facilities; and

WHEREAS, Subsection 163.3177(4)(a), Florida Statutes, requires each local government subject to a water management district regional water supply plan to prepare and adopt a water supply facilities work plan spanning at least a 10-year period that identifies any alternative water supply projects, traditional water supply projects, bulk sale agreements, and conservation/ reuse programs necessary to meet current and future water use demands within the local government's jurisdiction; and

WHEREAS, the City of Zephyrhills is subject to the regional water supply plan that was adopted by the Southwest Florida Water Management District on November 15, 2020; and

WHEREAS, the City of Zephyrhills has carefully prepared amendment to its comprehensive development plan pursuant to Subsection 163.3177(6)(c), Florida Statutes, in order to adopt amendments or revisions in conformance with the Zephyrhills 2022-2040 Water Supply Facilities Work Plan (Work Plan); and

WHEREAS, the City of Zephyrhills has held all duly required public hearings; both prior to submission of the proposed comprehensive plan amendment to the State Land Planning Agency and after the proposed comprehensive plan amendment was returned to the City of Zephyrhills, in accordance with Chapter 163.3184, Florida Statutes; and

WHEREAS, the City Council of the City of Zephyrhills desires to adopt the Work Plan along with amendments to the adopted comprehensive plan to guide and control the future development of the City and to preserve, promote and protect the public health, safety and welfare.

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

Section 1. The "WHEREAS" clauses are hereby incorporated as true and correct findings of fact of the City Council.

Section 2. The City of Zephyrhills hereby adopts by reference the Zephyrhills 2022-2040 Water Supply Work Plan attached hereto and incorporated herein as Exhibit "A". The City of Zephyrhills comprehensive plan is hereby amended by adopting water supply-related amendments to its adopted Comprehensive Plan; which amendments are set forth in Exhibit "B" and made a part hereof. These amendments specifically amend objectives and policies in the Public Facilities, Conservation, Future Land Use, Intergovernmental Coordination, and Capital Improvements Elements of the Comprehensive Plan. The text as amended and adopted in Exhibit "B" shall be substituted for and replace the previously adopted text in the amended elements.

Section 3: A copy of the Comprehensive Plan, as amended, shall be kept on file in the office of the City Clerk, City of Zephyrhills, Florida.

Section 4. The Planning Department, City of Zephyrhills, is hereby directed to transmit three (3) copies of the amendment to the adopted comprehensive development plan to the State Land Planning Agency and to any other unit of local government who has filed a written request for a copy, within ten (10) working days after adoption, in accordance with Section 163.3184(7), Florida Statutes.

Section 5. Each and every other section and subsection of the City's Comprehensive Plan shall remain in full force and effect as previously adopted; except for the table of contents which will be amended to reflect the changes adopted herein.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 8. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be construed as eliminated and shall in no way affect the validity of the remaining portions of this Ordinance.

Section 9. Effective Date. The effective date of this Ordinance amending the City's comprehensive plan shall be 31 days after the State Land Planning Agency or Administration Commission notifies the City that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier.

The foregoing Ordinance No. 1454-23 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of March, 2023.

Attest: _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1454-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this ____ day of _____, 2023.

Attest: _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1454-23 was approved by me this ____ day of _____, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

Exhibit A



2022–2040 WATER SUPPLY FACILITIES WORK PLAN

City of Zephyrhills 2025 Comprehensive Plan| February 2023

**2022 – 2040 WATER SUPPLY FACILITIES WORK PLAN –
CITY OF ZEPHYRHILLS 2025 COMPREHENSIVE PLAN**

Prepared for:

City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Prepared by:

Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, Florida 32641

Jones Edmunds Project No.: 26110-046-01

February 2023

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APPENDICES

Appendix A	BTB Request for Additional Water
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ACRONYMS AND ABBREVIATIONS

AADD	Annual Average Daily Demand
AADF	Annual Average Daily Flow
ALF	Assisted Living Facility
AWT	Advanced Wastewater Treatment
BTB	BlueTriton Brands
CIP	Capital Improvements Plan
CMS	Concurrency Management System
EMP	Environmental Monitoring Plan
EPA	Environmental Protection Agency
EPWC	East Pasco Water Coalition
EST	Elevated Storage Tank
FAC	Florida Administrative Code
FAS	Florida Aquifer System
FDEP	Florida Department of Environmental Protection
FS	Florida Statutes
FY	Fiscal Year
GIS	Geographic Information System
gpcd	Gallons per Capita per Day
gpd	Gallons per Day
GPY	Gallons per Year
GST	Ground Storage Tank
HET	High-Efficiency Toilet
HEU	High-Efficiency Urinal
ID	Identification
IFAS	Institute of Food and Agricultural Sciences
INTB	Integrated Northern Tampa Bay
Kgal	kilogallons
LFA	Lower Floridan Aquifer
LID	Low-Impact Development
LOS	Level of Service
MDD	Maximum Daily Demand
MFL	Minimum Flows and Level
MG	Million Gallons
MGD	Million Gallons per Day
PSAR	Public Supply Annual Report
PUD	Planned Unit Development
RIB	Rapid Infiltration Basin
RWSP	Regional Water Supply Plan

SMS	Soil Moisture Sensors
SRF	State Revolving Fund
SWFWMD	Southwest Florida Water Management District
UF	University of Florida
UFA	Upper Floridan Aquifer
WRF	Water Reclamation Facility
WWTF	Wastewater Treatment Facility
USA	Utility Service Area
WUP	Water Use Permit

1 INTRODUCTION

Recognizing the importance of an adequate water supply to a sustainable future, the Florida Legislature established a process for water-supply planning through the state's Growth Management Act (Chapter 163, Part II, Florida Statutes [FS]) and Water Protection and Sustainability Program (Chapter 373, FS). Under this system, Florida's water management districts must periodically evaluate the adequacy of water supplies to meet demand in the state's water planning regions over a 20-year planning period. The Southwest Florida Water Management District (SWFWMD) – the planning region that includes Pasco County – adopted its current Regional Water Supply Plan (RWSP) on November 17, 2020. The Plan addresses years 2015 through 2040.

Local governments within the planning region addressed by an RWSP are required to adopt a Water Supply Facilities Work Plan to demonstrate that adequate water supplies will be available to meet future demand for at least 10 years. The City of Zephyrhills' 2022-2240 Water Supply Facilities Work Plan represents the City's plan to meet current water demands and expected growth in the Zephyrhills Utility Service Area (USA) through 2040.

The Water Supply Facilities Work Plan is supported by policies in the City of Zephyrhills 2025 Comprehensive Plan standards and regulations in the City's Land Development Code, and programmed capital improvement projects in the City's adopted Capital Improvements Plan (CIP).

2 WATER DEMAND

2.1 ZEPHYRHILLS UTILITY SERVICE AREA

Figure 1 shows the City's USA. The USA covers approximately 19.7 square miles and encompasses most of the City's incorporated area and parts of unincorporated Pasco County. Pasco County Utilities serves the portion of the City's incorporated area outside the USA.

2.2 USA HISTORICAL WATER DEMAND –ZEPHYRHILLS USA

In 2020, the City renewed Water Use Permit (WUP) Number 6040. The WUP allows an annual average withdrawal of 3.3084 million gallons per day (MGD) and a peak month withdrawal of 3.6723 MGD. The WUP quantities were based on a per-capita rate of 87 gallons per capita daily (gpcd) and a peak factor of 1.11. The calculated per-capita rate of 87 gpcd is based on 2014 through 2018 water use and is less than the per-capita rate of 103 gpcd used in the previous WUP.

Table 1 presents the historical water demands from the City's Public Supply Annual Reports (PSARs). The recent 2021 average annual daily demand (AADD) was 2.383 MGD. The corresponding average per capita use was 83 gallons per day (gpd).

Table 1 **Historical Water Demands**

PSARs	Population	Dwelling Units	Total Water Use (MGD)	gpcd	gpd/Dwelling Unit	Persons/Dwelling Unit
2016	27,880	13,304	2.341	84	176	2.1
2017	27,456	13,199	2.416	88	183	2.1
2018	27,734	13,346	2.340	84	175	2.1
2019	27,824	13,394	2.294	82	171	2.1
2020	28,584	13,768	2.383	83	173	2.1
2021	29,117	14,062	2.406	83	171	2.1

2.3 2020 REGIONAL WATER SUPPLY PROJECTIONS

Table 2 shows the 2020 RWSP estimated Public Supply Water Demand Projections for the City of Zephyrhills. The RWSP's 2020 projected population of 29,746 is 1,162 persons more than the City's reported existing served population. The USA service population is expected to reach 36,534 persons by 2040. The increase (6,788 persons) is expected over the 20-year planning period (2020 through 2040) through infill/redevelopment, rehabilitation of vacant dwellings, and extension/connection of City utilities to presently unserved properties (i.e., well users and new dwelling units).

Figure 1 City of Zephyrhills USA

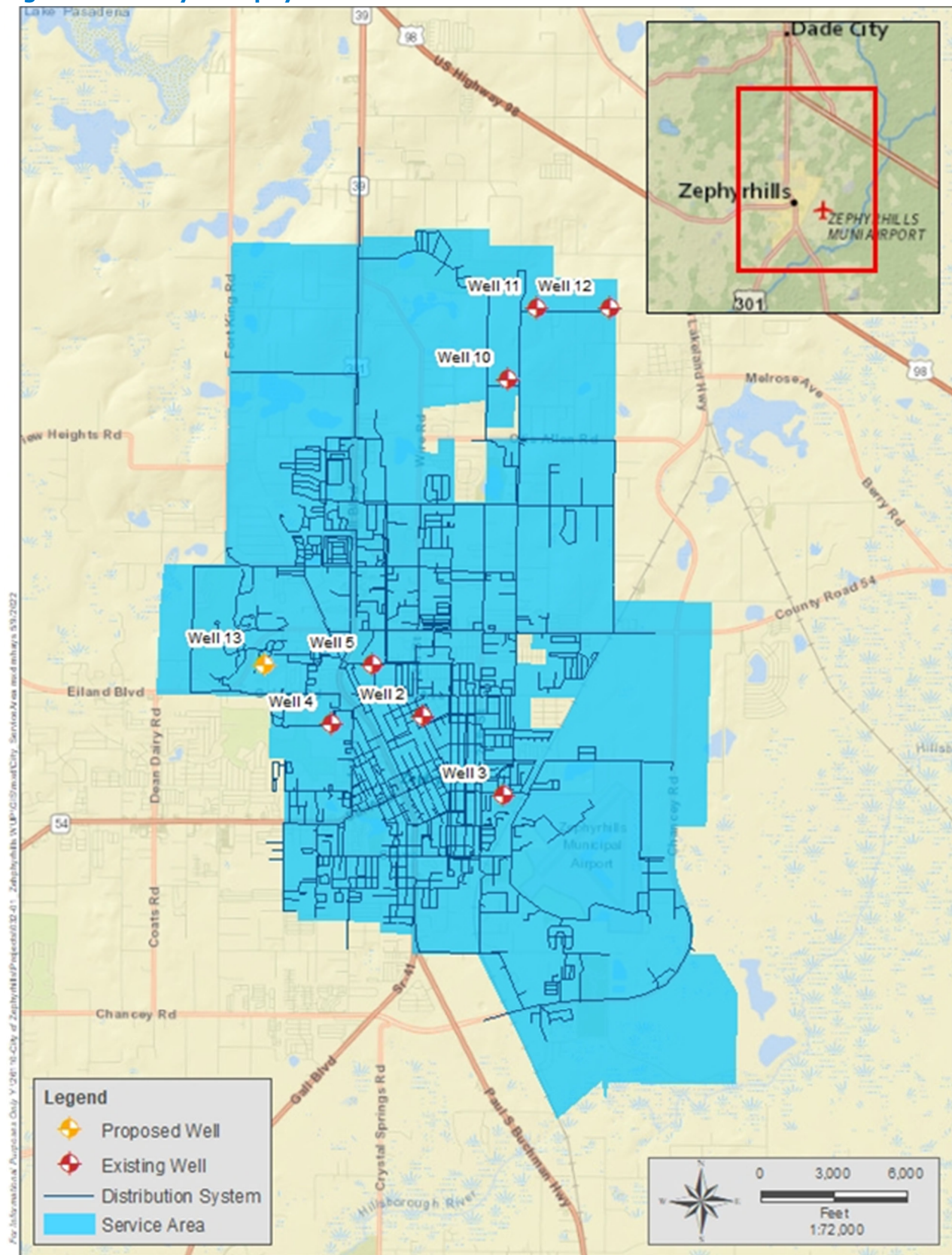


Table 2 Estimated Future Potable Water Demand, City of Zephyrhills USA

Year	2020	2025	2030	2035	2040
Water Service Area Population Served ¹	29,746	32,056	33,904	35,436	36,531
Estimated gpcd ¹	98	98	98	98	98
Projected Demand (MGD) ¹	2.921	3.148	3.329	3.480	3.587

Notes: ¹ Growth rate in 2020 RWSP (addition of 6,788 persons by 2040).

The RWSP projects a 0.666-MGD increase in water demand within the USA over the 20-year planning period with projected water demands reaching 3.587 MGD by 2040. The RWSP's projected demand assumes 98 gpcd for the USA, which is based on the average 2011 through 2015 gpcd. The 2020-projected demand is 2.921 MGD, which is 0.269 MGD more than that reported on the PSAR (Table 1) and can be attributed to the lower population (1,162 less) and a lower (83) gpcd.

2.4 AVERAGE WATER GPCD FROM 2011 TO 2015 REPORTED USE

2.4.1 FUNCTIONAL POPULATION PROJECTIONS

SWFWMD provides functional population projections on its website under Section C-2 – *Geographic Information System (GIS) Model Parcel-Level Population Projections*. The database provides parcel-level projections of seasonal, tourist, and net commuter populations through 2045. Table 3 shows the total function population for the parcels within the City's USA in the February 2022 GIS model parcel-level population database for Pasco County. Projected water demand assumes 87 gpcd based on the compliance per capita limit in the City's WUP.

Table 3 SWFWMD Parcel-Level Population Projections

Year	2020	2025	2030	2035	2040	2045
USA Population ¹	28,584	30,446	31,698	32,668	33,351	33,841
Estimated GPCD ²	87	87	87	87	87	87
Projected Demand (MGD) ²	2.487	2.649	2.758	2.842	2.902	2.944

Notes: ¹ Population projections in the database adjusted using the 2020 PSAR population.

² Compliance per capita in 2020 WUP.

2.4.2 PLANNED RESIDENTIAL DEVELOPMENTS

The City Utilities and Planning Departments provided data regarding residential developments. Table 4 identifies City-approved developments that will affect the number of residents in the USA over the 2040 Work Plan period. These developments have approved site plans and are already under construction or expected to begin construction within the next year. Approved developments identified by the City include approximately 2,718 dwelling units. Historically, the City has assumed an average of 2.1 persons per unit; however, many of the approved new developments are three- to five-bedroom dwelling units and a higher number of persons per unit is expected. Table 4 assumes an average of 3 persons per unit for three-to-five-bedroom dwelling units.

Table 4 Approved Planned Residential Developments

Development	Units	People per Household	Buildout Population	Buildout Years
Trotter's Crossing	91	3.0	273	5
Abbott Park (Remaining)	252	3.0	756	5
Abbott Square	651	3.0	1,953	7
Healthier Stay (Simon's Property)	39	2.5	98	5
Silver Oaks Villages	224	2.1	470	7
Tyson Townhomes	130	2.1	273	5
Zephyr Court	56	2.1	118	2.5
Autumn Palm Villas	94	2.1	197	3
Gateway Subdivision	68	2.5	170	5
Gagne	218	3.0	654	5
Butterfield Townhomes	10	2.5	25	0
Zephyr Commons Apartments	251	2.1	527	5
Pretty Pond Apartments	240	2.1	504	6
Eiland/Fort King PUD (Apartments)	347	2.1	729	10
Healthier Stay (Phase III Village)	47	2.1	99	11
Total	2,718	2.5	6,845	—

Note: -- = Not applicable.

Table 5 identifies residential developments under review by the City. Site plans have been submitted for these developments, and approval of the site plans for these developments is expected within the next 6 months. The developments under review are expected to add another 915 dwelling units within the 2040 Work Plan period.

Table 5 Developments Under Review

Development	Units	People per Household	Buildout Population	Buildout Years
Terrace at Pretty Pond	49	2.1	103	10
Ryman Townhomes (Wire Road)	60	2.1	126	10
Nick Apartments	144	2.1	302	5
Hospital Owned Property (Apartments with 1 to 3 bedrooms)	252	2.1	529	10
Skybird	200	2.5	500	10
Palm Cove ALF & Independent Living	210	2.1	441	10
Total	915	2.2	2,002	—

Table 6 shows the projected population with future planned information provided by the City for developments known to them but not yet submitted for approval. These developments

could add an additional 2,500 dwelling units thereby further increasing the water demand over the 2040 Work Plan period.

Table 6 Future Planned Developments

Development	Units	People per Household	Buildout Population	Buildout Years
Purvis Property – West	136	2.1	286	15
Purvis Property – East	740	2.1	1,554	15
8 th Avenue Villas	4	2.1	8	20
Majestic Oaks	157	2.1	330	20
Garden Villas, Phase 2	16	2.1	34	10
Wire Ranch Investors Apartments	200	2.1	420	20
Orange Valley – Multiple parcels 880 acres	2,500	3.0	7,500	20
Total	3,753	2.7	10,131	—

2.4.3 COMMERCIAL DEVELOPMENT

The City's gpcd of 87 gpd is based on historical residential and commercial use. Table 7 shows the historical percentages of residential and commercial water use for the City's USA. Commercial demand has accounted for 24% to 33% of the City's water use. The average 2016 through 2021 commercial use was 0.67 MGD or 28% of the water use.

Table 7 Historical Residential and Commercial Use Demand Contribution

PSARs	Total Water Use	gpcd	Residential Water Use (MGD)	% Residential Use	Commercial Water Use (MGD)	% Commercial Use
2016	2.341	84	1.25	53	0.71	30
2017	2.416	88	1.41	58	0.57	24
2018	2.340	84	1.27	54	0.72	31
2019	2.294	82	1.29	56	0.76	33
2020	2.383	83	1.37	58	0.63	27
2021	2.406	83	1.42	59	0.63	26
Average			1.34	57	0.67	28

In a joint effort with Dade City and Pasco County, the City is working to redevelop US Highway 301 between Dade City and Zephyrhills. The City is also promoting additional commercial and industrial development within its service area within the airport industrial corridor. Additionally, the City has received a request from BlueTriton Brands (BTB) for additional water over the planning period. Appendix A shows a letter from BTB requesting 400,000 gpd by 2023. The City expects the total buildout of the airport development and additional BTB demand to require 800,000 gpd with demand reaching 450,000 gpd by 2025 and 750,000 gpd by 2040.

2.5 ABSORPTION OF EXISTING WATER SYSTEMS

Smaller, independent, and Pasco County-served systems that will potentially be served by the City were not added to the future demands. Others currently provide WUP and treatment capacity for such systems. If the City absorbs such systems, the WUP and treatment capacity from these other systems would likely be transferred to the City.

2.6 PROJECTED WATER DEMAND

Jones Edmunds projected populations using SWFWMD's GIS parcel database. For parcels with residential development information provided by the City, we replaced the parcel information with the projected population and buildout information in Tables 5 through 6. Table 8 compares the residential development-projected population numbers to the SWFWMD parcel database. Table 9 shows the total USA projected population.

Table 10 compares the demand projections in the RWSP and those projected using the residential development information. The projected total water demand depends on the gpcd use within the USA. The residential development-based projections are based on the WUP compliance limit of 87 gpcd. Although the RWSP projects a lower 2040 population, the RWSP assumes 98 gpcd, resulting in a projected demand like the demand calculation assuming the approved developments in Table 4. The demand projections in Table 10 assume a future residential/commercial demand ratio similar to historical use. As discussed in Section 2.4, the City expects additional commercial/industrial demands from the airport redevelopment and increased demands from BTB. Table 11 compares the minimum commercial need with the commercial demand projected assuming commercial use will equal 28% of the total demand based on the average 2016 through 2021 residential/commercial ratio. Table 11 shows the commercial need to exceed the historical ratio. Table 12 shows the projected water demand with the additional projected commercial use. Figure 2 compares the projected water demands to the WUP and the Public Water Supply System treatment capacity.

2.7 RECLAIMED WATER DEMAND

The City's WUP requires the City to send 2.804 MGD to the rapid infiltration basins (RIBs) at the City's Wastewater Treatment Facility (WWTF) at full capacity of the WUP (3.308 MGD). This is equal to approximately 85% of the withdrawal amount. The Zephyrhills WWTF has a permitted treatment capacity of 4.5 MGD annual average daily flow (AADF) and a total effluent disposal capacity of 3.85 MGD AADF. The October 2020 through September 2021 AADF to the WWTF was 1.676 MGD with 0.302 MGD (18%) of the reclaimed (reuse) water distributed in the USA for irrigation purposes and 0.058 MGD (3%) used at the WWTF. The City sent the unused 79% to the four RIBs at the Zephyrhills Municipal Airport.

Table 8 Projected Residential Development Populations

	Projected Population					SWFWMD Parcel Database Population				
	2020	2025	2030	2035	2040	2020	2025	2030	2035	2040
Approved Developments	334	3,565	6,673	6,845	6,845	334	612	910	1,167	1,390
Developments Under Review	13	691	1,662	2,002	2,002	13	38	67	90	108
Future Known Developments	320	1,617	4,311	6,996	9,305	320	471	633	765	878
Total	667	5,873	12,646	15,843	18,152	667	1,120	1,609	2,022	2,376

Table 9 Projected Populations

Source	Projected Population				
	2020	2025	2030	2035	2040
RWSP	29,746	32,056	33,904	35,436	36,531
SWFWMD Database	28,584	30,446	31,698	32,668	33,351
Minimum Commercial Need	—	—	—	—	—
With Approved Developments	28,584	33,400	37,461	38,346	38,807
With Developments Under Review	28,584	34,053	39,055	40,258	40,700
With All Known Developments	28,584	35,199	42,734	46,488	49,128

Table 10 Projected Water Demand Based on Residential Developments

Source	Projected Water Use				
	2020	2025	2030	2035	2040
RWSP	2.92	3.15	3.33	3.48	3.59
SWFWMD Database	2.49	2.65	2.76	2.84	2.90
With Approved Developments	2.49	2.91	3.26	3.34	3.38
With Developments Under Review	2.49	2.96	3.40	3.50	3.54
With All Known Developments	2.49	3.06	3.72	4.04	4.27

Table 11 Projected Commercial Use versus Commercial Need

Total Population	Projected Water Use				
	2020	2025	2030	2035	2040
Minimum Commercial Need	0.63	1.03	1.13	1.23	1.33
With Approved Developments ¹	0.70	0.81	0.91	0.93	0.95
With Developments Under Review ¹	0.70	0.83	0.95	0.98	0.99
With All Known Developments ¹	0.70	0.86	1.04	1.13	1.20

Note: ¹ Water available for commercial use assuming commercial demand is 28% of the 87 gpcd.

Table 12 Projected Demand with Additional Commercial Use

Total Population	Projected Water Use				
	2020	2025	2030	2035	2040
RWSP	2.92	3.15	3.33	3.48	3.59
SWFWMD Database	2.54	2.71	2.82	2.91	2.97
With Approved Developments	2.49	3.17	3.53	3.68	3.81
With Developments Under Review	2.49	3.21	3.63	3.80	3.93
With All Known Developments	2.49	3.28	3.86	4.19	4.46

Figure 2 Projected Potable Water Demands and Capacities, City of Zephyrhills USA

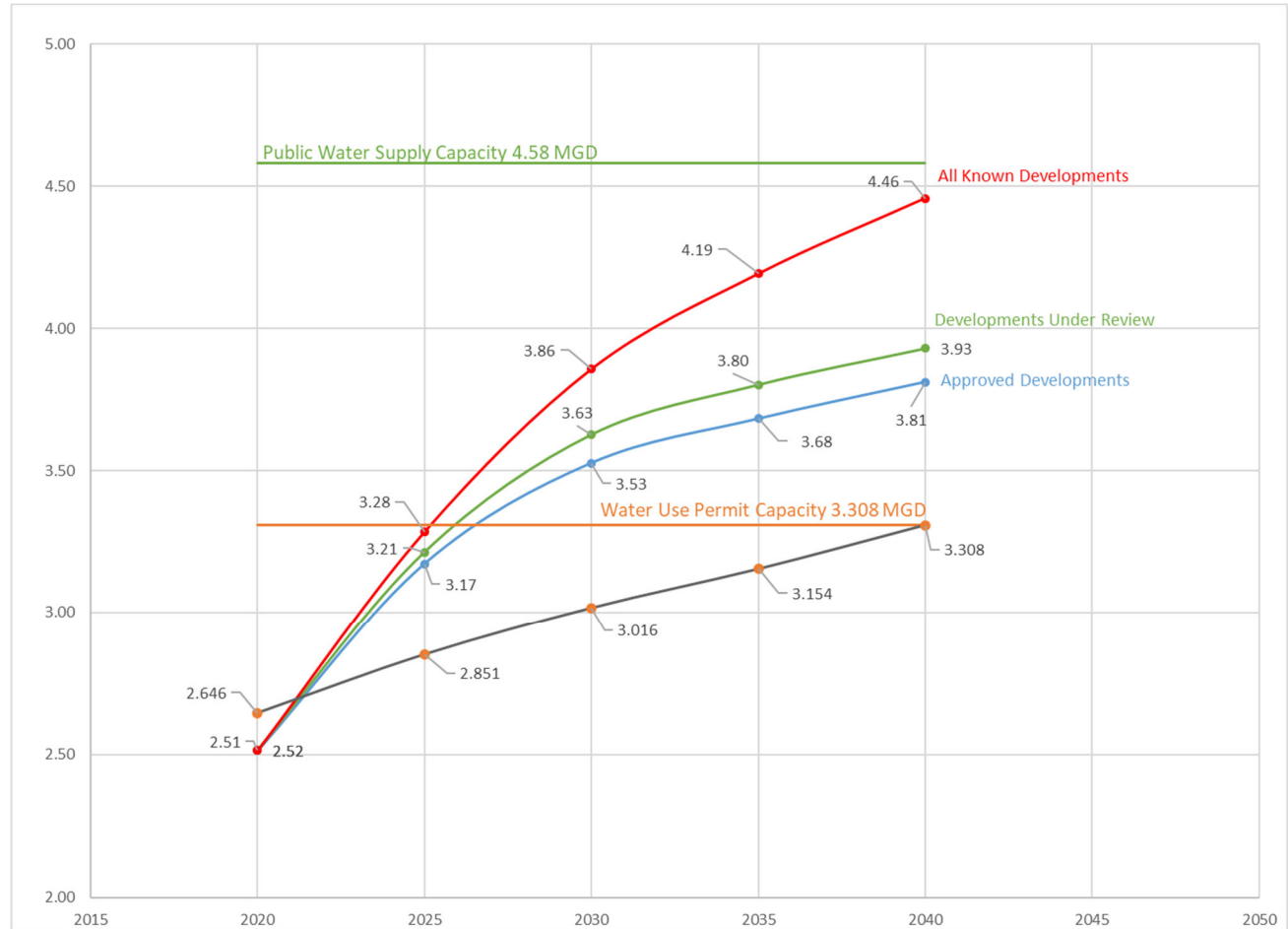


Table 13 compares the historical water withdrawals from City wells to the historical WWTF flows as reported on the annual reuse reports (by fiscal year – October through September). On average, the WWTF flows are 69% of the well withdrawals. Table 14 shows the projected WWTF flows available assuming 69% of the projected withdrawals return to the WWTF. Table 14 shows that the future reuse water generated from the existing USA is not enough to meet the existing reuse demand and meet the WUP requirement to send 2.804 MGD of water to the City’s RIBs under any of the projected growth scenarios. Table 15 shows additional WWTF flows projected in the City’s 2018 *Wastewater Collection and Conveyance System Master Plan*. The flows in Table 15 come from expansion of the City’s USA. Table 16 shows the projected reuse flows available under the approved development growth scenario.

Table 13 Historical WWTF Flow Percentages

	WWTF	WUP Flows	% of Withdrawals
2017	1.614	2.410	67
2018	1.593	2.396	66
2019	1.647	2.351	70
2020	1.711	2.402	71
2021	1.676	2.413	69
Average			69

Table 14 Projected WWTF Flows for the Existing City of Zephyrhills USA

Development	Projected Wastewater Flows			
	2025	2030	2035	2040
RWSP	1.96	2.08	2.17	2.28
With Approved Developments	2.18	2.43	2.54	2.62
With Developments Under Review	2.21	2.50	2.62	2.71
With All Known Developments	2.26	2.66	2.89	3.07

Table 15 Projected WWTF Flows for Expansion of the City of Zephyrhills USA

Development	Projected Wastewater Flows			
	2025	2030	2035	2040
Airport Redevelopment	0.050	0.104	0.173	0.242
Pasco County Service Area Annexations	0.600	0.600	0.600	0.600
Forest Lakes Mobile Home Park Annexation	0.155	0.156	0.157	0.158
Total	0.81	0.86	0.93	1.00

Table 16 **Projected Reuse for the Approved Development Scenario**

Location	Projected Reuse Flows			
	2025	2030	2035	2040
Project Reuse with USA Expansion	2.99	3.29	3.46	3.62
Required Flow to RIBs (85%of Water Demand)	2.14	2.70	3.00	3.13
Existing Reuse	0.36	0.36	0.36	0.36
Available for Expansion of Reuse System	0.49	0.23	0.11	0.13

3 WATER SUPPLIES

3.1 POTABLE WATER SUPPLY

The USA is predominantly within the Hillsborough River Groundwater Basin. A small north portion of the USA is within the Withlacoochee River Groundwater Basin. The principal hydrogeologic units in these basins are the surficial, intermediate, and Floridan Aquifer System (FAS). The Upper Floridan aquifer (UFA) is the principal storage and water-conveying component of the basin hydrologic system and is the principal source of potable water for domestic, agricultural, and industrial supplies for the City, Pasco County, and most of west-central Florida. The surficial aquifer, which occurs within sand overlying the UFA, is used primarily for lawn irrigation.

Water demand and resource limitations in the Hillsborough River Groundwater Basin, particularly from major urban areas downstream, have prompted SWFWMD to impose pumping restrictions in this basin. SWFWMD regulates water withdrawals from the FAS through WUPs. A SWFWMD WUP specifies the maximum permitted pumping capacity for the permit holder. The City's WUP, approved on November 17, 2020 (Permit No. 20006040.011), allows maximum water withdrawals of 3.308 MGD (average annual) and 3.672 MGD (peak monthly). Currently, the City's 2022 average annual withdrawal was 2.58 MGD, which leaves approximately 0.73 MGD available for future growth in the City's service population.

3.2 RECLAIMED WATER SUPPLY

The City's Water Reclamation Facility (WRF) can treat up to 4.5 MGD. The WRF's 2021 AADF was 1.698 MGD. The City distributes only 18% of the reclaimed water for irrigation. The City's goal is to expand its reclaimed water distribution mains for customer irrigation thereby offsetting potable water demands; however, the WUP requires that 85% of the withdrawal amount is recharged at the City's RIBs to meet the minimum flows and levels (MFLs) for the Upper Hillsborough River. To increase reclaimed water distribution, the City will need to expand the USA or complete additional modeling to show that the new irrigation areas will provide similar benefits to the Upper Hillsborough River MFLs.

4 WATER SUPPLY FACILITIES

4.1 POTABLE WATER FACILITIES

4.1.1 WATER WELLS

Figure 1 shows the City's water supply wells. The City Utilities Department operates and maintains a system of seven public supply water wells that pump groundwater from the FAS. Wells are interconnected by a grid of trunk lines allowing operation of any combination of wells to provide water service throughout the USA.

City wells vary in depth from 146 feet to 960 feet (Table 17). Active and standby wells are equipped with pumps with a total rated capacity of approximately 11.736 MGD. Current permitted withdrawal rates are 3.308 MGD (average daily) and 3.672 MGD (maximum peak month). The City completed construction of Wells 11 and 12 in 2013. In 2015, the City modified their WUP to remove Well 9 and reallocate the withdrawals to Wells 10, 11, and 12. This moved withdrawals from the Hillsborough River Groundwater Basin to the Withlacoochee River Groundwater Basin. The City abandoned Well 1 because of elevated levels of Perfluorooctanoate (PFOA) and Perfluorooctanesulfonate (PFOS), which are currently unregulated but have exceeded US Environmental Protection Agency (EPA) health advisory limits. The 2020 WUP renewal permits a replacement well (Well 16).

Table 17 Potable Water Wells, City of Zephyrhills USA

District ID	Diameter (Inches)	Pump Capacity (GPM)	Well Depth (Feet)	Casing Depth (Feet)	Peak Month (MGD)	Annual Average (MGD)	Peak Month (MGD)	Status
2	12	550	960	125	3.672 (total)	0.204	0.226	Active
3	16	1,500	840	125		0.442	0.491	Active
4	16	1,400	460	125		0.378	0.420	Active
5	16	1,500	885	125		0.504	0.560	Active
10	16	500	305	158		0.450	0.500	Active
11	16	1,100	660	142		0.580	0.644	Active
12	12	1,100	585	143		0.504	0.560	Active
16	16	1,100	800	150		0.246	0.273	Proposed

Sources: SWFWMD WUP No. 20006040.011, 2020.

4.1.2 WATER TREATMENT

The City operates and maintains a water treatment plant at each water well site. These plants have a combined Florida Department of Environmental Protection (FDEP)-permitted capacity of 4.58 MGD (maximum daily demand [MDD]).

4.1.3 WATER STORAGE

The City's public water system includes two storage tanks and three booster pumps on Dairy Road. A fourth booster pumping station is along the Dade City/City of Zephyrhills interconnect pipeline. The two steel tanks, a ground storage tank (GST), and an elevated storage tank (EST) are contained in a single structure partitioned into a lower 0.5-million-gallon (MG) chamber to serve the low-pressure system and an upper 0.25-MG chamber to

serve the high-pressure system. Three booster pumps in the pump building next to the tanks pump water from the GST to the EST. The tanks store and supply potable water to the system through 12-inch supply pipes. Both tanks are used to meet the storage needs of the system (equalization and fire-flow storage).

4.1.4 WATER DISTRIBUTION

The interconnected water distribution system in the USA consists of water mains, fire hydrants, meters, valves, backflow-prevention devices, and miscellaneous appurtenances. The water distribution system consists of mains ranging in size from 2- to 12-inch-diameter. The water distribution system piping materials include asbestos cement, ductile iron, polyvinyl chloride, high-density polyethylene, and cast iron.

Much of the approximately 348 miles of water mains in the USA was installed in the 1920s. The average lifespan of water mains is 50 years, after which mains are prone to leaks. The City implemented a water rate increase in 2012 to provide funding for water main replacements and coincident reductions in water use.

As of June 20, 2014, the water system included 708 fire hydrants and 1,048 in-line valves.

4.2 NON-POTABLE WATER FACILITIES

4.2.1 RECLAIMED WATER

The City placed its reclaimed water system in service in 1997 as a measure to reduce groundwater withdrawals for irrigation use. A \$19-million expansion of the City's WRF in 2009 increased the facility's permitted reclaimed water production capacity to 4.5 MGD. In 2013, the City completed a 12-inch reclaimed water main extension project to take reclaimed water to the City Cemetery and West Elementary. Additionally, the City's system includes an 8-inch reclaimed water main extension to provide reclaimed water to Woodlawn Elementary, the Police Station, and Veterans Park.

The WRF 2021 annual average daily flow was 1.676 MGD, of which approximately 0.302 MGD (18%) was distributed to irrigation areas within the City and 0.058 MGD (3%) was used at the WWTF. The City pumped the remaining 1.316 MGD (79%) of reclaimed water to the RIBs to percolate into the groundwater.

The City is currently planning a reclaimed water interconnection with Pasco County that would provide up to 0.5 MGD of reclaimed water to residential developments in Pasco County's service area. However, Table 16 shows that conditions in the WUP limit the long-term reclaimed water availability to 0.13 MGD without further modeling to evaluate other proposed reclaimed reuse areas.

4.2.2 WATER FACILITY CONDITION

The City's water supply facilities generally perform well. In 2017, Jones Edmunds completed a Water Master Plan Update project that evaluated the City's water system facilities' (i.e., wells and booster pump station) pumps, controls, and exposed piping regarding their suitability for continued served. The 2017 Master Plan includes recommended improvements to the City's well facilities, operations, and distribution system. The City repairs or upgrades the water treatment plants as needed to remain in good operating condition. Groundwater

resources in the area are high quality, requiring only chlorination treatment to meet public water supply standards. The City plans and budgets for scheduled maintenance and replacement of water supply facilities, and in 2012 instituted a water rate increase to provide additional funding to maintain and repair its facilities.

5 LEVEL-OF-SERVICE ANALYSIS

The potable water level-of-service (LOS) standard adopted as part of the Comprehensive Plan serves two purposes:

1. To assess the adequacy of water supplies and supply facilities to serve new development (i.e., concurrency management) in the Zephyrhills incorporated area.
2. To project needs for water supplies and supply facilities (i.e., facility planning) in the USA.

The 2015 RWSP demand projections for the City use a per capita demand of 110.5 gpd, which is based on residential and non-residential consumption and water losses from 2008 through 2012, distributed across the total USA population (estimated from approved developments). The compliance per capita in the WUP is 87 gpcd. The peak month allowable use in the WUP is based on a peak factor of 1.31. In accordance with the WUP, the potable water level of service standard in the Comprehensive Plan will be amended from 126 to 114 gpcd to match the peak month allowed use.

Table 18 demonstrates the current availability of City water supply facilities and water supply to serve existing water customers and provide committed capacity to approved future dwelling units in the USA. This assumes a 100% buildout of approved developments with an average water use of 87 gpcd and the addition of 0.45 MGD from additional commercial/industrial needs for the airport redevelopment and BTB. The MDD assumes a peaking factor of 1.34 based on the 2021 peak day use. The analysis indicates that the City's water supply is currently adequate to meet the demand of the current USA service population. However, with the approved dwelling units, the projected demand exceeds the City's WUP-permitted annual average withdrawal of 3.308 MGD by 0.50 MGD and the MDD exceeds the treatment capacity of 4.58 MGD by 0.40 MGD. Assuming this growth scenario, the water demand exceeds the WUP and treatment capacity by 2030. This time provides an opportunity for the City to expand its conservation programs and reclaimed water system to reduce/offset potable water demand and decrease per-capita potable water consumption.

Table 19 shows the current availability of City water supply facilities and water supply to serve the approved developments and developments pending approval in Tables 4 and 5. Under this growth scenario, the WUP capacity and water system capacity could be reached in the next 5 to 7 years. Table 20 shows the current availability of City water supply facilities and water supply to serve the additional future developments shown in Table 6. Under this growth scenario, the WUP capacity and water system capacity could be reached in the next 5 to 7 years. This indicates that the City needs to closely monitor the progress of these developments and should begin evaluating options to increase the WUP and treatment capacity.

Table 18 2040 Potable Water LOS for Approved Developments

Year	Population	LOS Standard GPDC ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP-Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity (MGD)	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69%	1.43	3.308	73%	0.90
2025	33,424	87	3.17	4.15	4.58	91%	0.43	3.308	96%	0.14
2030	37,228	87	3.53	4.61	4.58	101%	-0.03	3.308	107%	-0.22
2035	37,955	87	3.68	4.81	4.58	105%	-0.23	3.308	111%	-0.37
2040	38,424	87	3.81	4.98	4.58	109%	-0.40	3.308	115%	-0.50

Notes: ¹ Committed capacities based on approved residential development shown in Table 4 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

Table 19 2040 Potable Water LOS for Approved and Pending Developments

Year	Population	LOS Standard GPDC ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69%	1.43	3.308	73%	0.90
2025	34,209	87	3.21	4.20	4.58	92%	0.38	3.308	97%	0.09
2030	34,209	87	3.63	4.74	4.58	104%	-0.16	3.308	110%	-0.32
2035	39,980	87	3.80	4.97	4.58	109%	-0.39	3.308	115%	-0.49
2040	40,423	87	3.93	5.14	4.58	112%	-0.56	3.308	119%	-0.62

Notes: ¹ Committed capacities based on approved residential development shown in Tables 4 and 5 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

Table 20 2040 Potable Water LOS for All Future Developments

Year	Population	LOS Standard gpcd ¹	Total Potable Water AADD ²	Total Potable Water MDD ²	FDEP Rated Treatment Capacity (MGD)	Used Treatment Capacity (%)	Remaining Treatment Capacity (MGD)	WUP Capacity	Used WUP Capacity (%)	Remaining WUP Capacity (MGD)
2021	29,117	87	2.41	3.15	4.58	69%	1.43	3.308	73%	0.90
2025	35,355	87	3.28	4.29	4.58	94%	0.29	3.308	99%	0.02
2030	42,697	87	3.86	5.04	4.58	110%	-0.46	3.308	117%	-0.55
2035	46,211	87	4.19	5.48	4.58	120%	-0.90	3.308	127%	-0.88
2040	48,851	87	4.46	5.83	4.58	127%	-1.25	3.308	135%	-1.15

Notes: ¹ Committed capacities based on approved residential development shown in Tables 4 through 6 and increased commercial/industrial demand.

² MDD estimates assume a peak factor of 1.31 (from the City of Zephyrhills, May 2021).

The 2021 MDD is 69% of the FDEP-rated treatment capacity for the potable water system. When the total MDD of finished water produced by the water system exceeds 75%, Rule 62-555.348, Florida Administrative Code (FAC), requires an updated capacity analysis report. If the latest report indicates the total permitted maximum-day operating capacity of the treatment plant will be reached in the next 5 to 10 years, the next report should be submitted within 2 years. If the initial report indicates that the permitted quantity will be exceeded in less than 5 years, the report should be submitted within 1 year. The demand projections indicate that 75% of the permitted maximum-day operating capacity will be exceeded within 1 to 2 years, and the total capacity will be exceeded in 5 to 10 years.

Without conservation (reduction in the average gpcd) or an increase in the City's WUP to account for the addition of unserved population, a deficit is projected beginning 2030 for all demand scenarios. Without a reclaimed water system expansion or other effective measures to reduce potable demand over the planning period, a deficit of 0.50 MGD is projected under the low-demand scenario.

Tables 21 through 23 demonstrate the adequacy of the City's water supply to meet the projected demands, taking potential reclaimed water offsets into consideration. The literature on irrigation demands and offsets indicate that reclaimed water use for irrigation use can correlate to reductions in potable water use. The City's water supply can meet the low-demand scenario (approved developments, Table 4) through 2030 contingent on reclaimed water use at the levels indicated in Table 21; however, the reclaimed water needs are projected to exceed the reclaimed water supply. To use the potential demand offset, the City will need additional reclaimed water sources, such as septic-to-sewer projects, or will need to determine the viability of meeting the MFLs using reclaimed water at locations other than the WWTF RIBs.

Table 21 Project Water Supply (Approved Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.172	3.308	0.11	0.24	2.93	0.37
2030	3.527	3.308	0.11	0.26	3.26	0.05
2035	3.682	3.308	0.11	0.28	3.41	-0.10
2040	3.811	3.308	0.13	0.29	3.53	-0.22

Notes: ¹ Assumes full buildout of approved developments and airport commercial/industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

Table 22 Projected Water Supply (Approved and Pending Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.163	3.308	0.11	0.24	2.97	0.34
2030	3.576	3.308	0.11	0.27	3.35	-0.05
2035	3.752	3.308	0.11	0.29	3.52	-0.21
2040	3.879	3.308	0.13	0.29	3.63	-0.33

Notes: ¹ Assumes full buildout of approved and pending developments and airport commercial/ industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

Table 23 Projected Water Supply (All Future Developments) With Reclaimed Water Offset

Year	Average Annual Demand (MGD) ¹	Average Annual Ground-water Supply (MGD) ²	Average Annual Reclaimed Water Supply (MGD) ³	Potential Potable Demand Offset (MGD) ⁴	Adjusted Potable Demands (MGD)	Potential Potable Supply Surplus (Deficit) (MGD)
2025	3.235	3.308	0.11	0.25	3.04	0.27
2030	3.807	3.308	0.11	0.29	3.57	-0.26
2035	4.142	3.308	0.11	0.31	3.88	-0.57
2040	4.407	3.308	0.13	0.33	4.12	-0.82

Notes: ¹ Assumes full buildout of approved and pending developments and airport commercial/ industrial development and 87 gpcd.

² Assumes continuation of 3.308-MGD pumping limit in accordance with the SWFWMD WUP (expires 2039) through 2040.

³ From Table 16.

⁴ Assumes 10% of the potable water demand is used for irrigation and reclaimed water supply is available to meet 75% of that irrigation need.

5.1 CONCURRENCY MANAGEMENT SYSTEM

The City Planning and Utilities Departments review development proposals in accordance with the Zephyrhills Concurrency Management System (CMS) requirements set forth in the Comprehensive Plan and Article V, Adequate Public Facilities, in the Zephyrhills Land Development Code.

Before an LOS determination is issued, a development must demonstrate that the adopted LOS standards will be met at the time of issuance of a final local development order (i.e., site plan approval, record plat approval, and Development of Regional Impact Development Order). Final development orders are conditional on authorization and approval of necessary utility services by the Zephyrhills Utilities Department Director. Therefore, the Zephyrhills Utilities Department tracks committed water quantities. In accordance with the City's Land Development Code, entitlements do not occur until impact and connection fees are paid.

6 IMPACTS ON NATURAL RESOURCES

Based on the analysis presented in the City's 2020 application for WUP renewal, the permitted use is not expected to impact the surficial aquifer or lakes and wetlands. However, withdrawals above the current permitted quantity may impact the Upper Hillsborough River MFLs. In 2016, the City implemented an Environmental Monitoring Program (EMP) that will be used to assess potential impacts to lakes and wetlands. Additional modeling using the Integrated Northern Tampa Bay (INTB) model are necessary to evaluate potential impacts to the MFLs from increases in the WUP withdrawals. Continued enforcement of the City's wellfield protection regulations will help ensure continued groundwater quality. Furthermore, City conservation programs and reclaimed water system expansions will reduce the demand for groundwater resources.

6.1 WETLAND AND SURFICIAL AQUIFER IMPACTS

In the Zephyrhills area, the surficial aquifer is moderately well connected to the UFA through a leaky semi-confining unit. The result of this leaky confinement is that when pumping from the UFA, water-level drawdown can be transmitted from the deeper aquifers to the surficial aquifer. Beginning in 2000, near the end of an extremely dry period, water levels were measured in the UFA monitoring well at Zephyrhills Park (Station Identification [ID] 19404). The measurements showed water levels increasing approximately 20 feet from 2001 through 2004, followed by a decline of approximately 15 feet through 2009. Levels gradually increased approximately 5 feet from 2009 to 2013. Water levels were relatively stable from 2013 to 2020 and have gradually declined approximately 2 feet from 2020 to 2022. Measurements from the surficial aquifer monitoring well at Zephyrhills Park (Station ID 19405) began in 2002 near the end of an extremely dry period. These records show approximately 18 feet of water-level rise from 2002 to 2004 followed by 18 feet of decline from 2004 through to 2009. Surficial aquifer levels gradually increased approximately 5 feet from 2009 to 2013. Similar to the UFA levels, the water levels were relatively stable from 2013 to 2020 and have gradually decreased by approximately 3 feet from 2020 to 2022.

The City implemented the EMP in 2016. The EMP includes monitoring at three sites (Figure 3). Wetland and upland surficial aquifer levels are recorded biweekly at EMP-1. EMP-1 also includes a surveyed monitoring transect where vegetation, wildlife utilization, and soil conditions will be monitored. EMP-2 consists of one upland surficial aquifer level used for biweekly water-level measurements. The City will use water-level data collected from EMP-3, which is north of the City's wellfield in the Green Swamp Conservation Area, as a reference wetland to assess wetland and surficial aquifer impacts. The City submitted the baseline EMP report in June 2016 and submitted the first 5-year report in September 2021, which did not indicate impacts from the City's withdrawals.

6.2 LAKE AND WETLAND IMPACTS

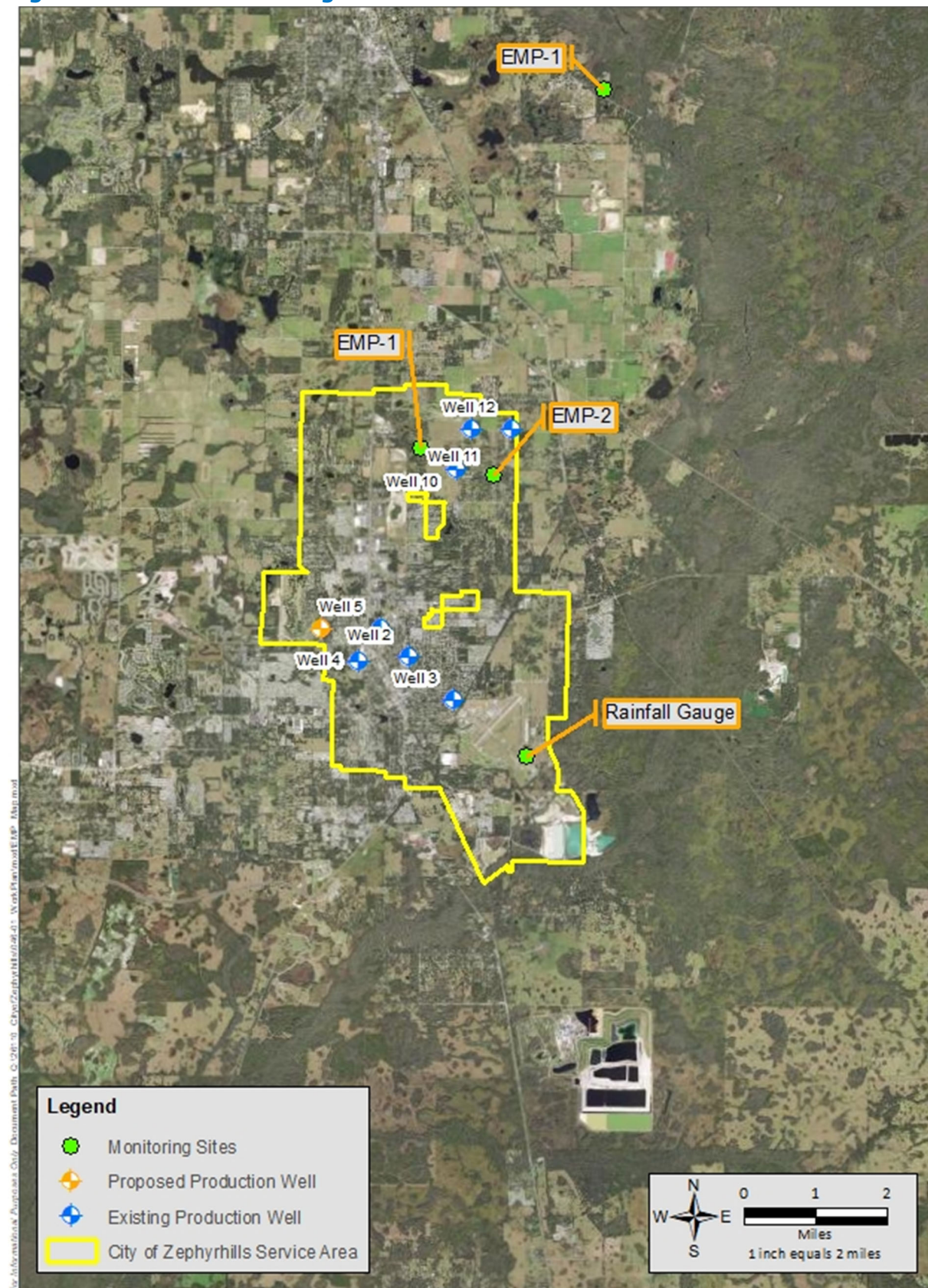
As part of the WUP renewal, groundwater modeling was performed using average withdrawal quantities for the City wells. The simulations showed that the maximum modeled estimate of drawdown in the surficial aquifer system at the site of the proposed wells is 0.63 foot. The estimated threshold for a median water level that would cause impacts to wetlands is approximately 0.8 foot (SWFWMD, 1999; Vergara, 2000). Long-term average

drawdowns at Lake Pasadena and Clear Lake are less than 0.5 foot in the UFA and surficial aquifer system. Since the lakes are currently fluctuating above their minimum levels and proposed well withdrawals would not cause the lake levels to violate their minimum levels, no lake impacts are expected from the proposed well withdrawals.

6.3 WELLFIELD PROTECTION

The City adheres to FDEP standards for wellhead protection including restricting the type of development allowed near a wellhead and requiring a 500-foot protection zone around wellheads. Part 4.03 of the Zephyrhills Land Development Code regulates hazardous material transport and storage, well construction, and related aspects of land use and development near potable water supply wells to protect the City's existing and future potable water supply. The City restricts certain uses and materials within the Cone of Influence and Secondary Cone of Influence – the land area between a well and the 30-day travel-time contour and the land area between the 30-day and 210-day travel-time contours, respectively. The regulations also provide standards for hazardous materials containment, drainage facilities, monitoring, maintenance/repair, security, emergency equipment and procedures, and Wellfield Protection Permits.

Figure 3 EMP Monitoring Sites



7 WATER CONSERVATION

Over the 2022-2040 Water Supply Facilities Work Plan period, the City will implement the water conservation polices, practices, and programs described in this section.

7.1 2025 COMPREHENSIVE PLAN POLICIES

7.1.1 CONSERVATION ELEMENT

- GOAL CON-2: Protect and conserve water resources that are vital to community sustainability.
- OBJ CON-2-2: Protect, conserve, and appropriately use potable water sources to meet the needs of the existing and future population of the Zephyrhills USA.
- CON-2-2-1: Protect and conserve the natural functions of existing lakes, floodplains, and wetlands.
- CON-2-2-2: Encourage water conservation through education, awareness and incentive, regulation, and incentive programs oriented to residential and commercial water customers. Such programs may include:
 - Rebates for installing low-flow plumbing fixtures.
 - Water conservation information on the City's website.
 - Water conservation displays and printed information at community focal points (e.g., library, recreation centers, City Hall).
 - Community awards or demonstration projects for water-efficient landscapes.
 - Staff involvement in *Drop Savers* and *Project Water Education Today [WET]* programs conducted in public schools.
 - Requirement for installing soil-moisture sensors (SMS), rainfall sensors, or other water-saving irrigation technologies.
 - Requirement for installing water-efficient landscaping in new developments and redevelopment.
 - Requirement for facilities that support stormwater reuse as a source for supplemental irrigation when feasible.
- CON-2-2-3: Enforce provisions of the SWFWMD Water Shortage Plan, Chapter 40D-21, FAC.
- CON-2-2-4: Investigate the feasibility of a wet-weather storage option as a water source to augment reclaimed water flows.
- CON-2-2-5: Coordinate with SWFWMD, including consideration of the RWSP, to ensure that water supplies are adequate to meet the City's current and projected potable water needs and to reduce dependence on the FAS to meet the potable water demand.
- CON-2-2-6: Implement traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the water needs identified in the Zephyrhills Water Supply Facility Work Plan.

- CON-2-3-1: Coordinate with SWFWMD and FDEP to develop a plan to improve the water quality of Lake Zephyr. At a minimum, the plan should address consistent water elevations and improvements to the littoral zones of Zephyr Lake and the overall drainage basin.
- GOAL CON-4: Maintain the high quality of groundwater resources in the Zephyrhills USA.
- OBJ CON-4-1: Monitor and protect groundwater quality/quantity and locations of development/appropriate uses in recharge areas.
- CON-4-1-1: The Land Development Code shall restrict land uses known to adversely affect water quality and quantity within natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water.
- CON-4-1-2: Develop a water-protection ordinance that will provide the City with a mechanism to review and regulate large water consumers and/or businesses that resell water.

7.1.2 PUBLIC FACILITIES ELEMENT

- PUB-1-1-1: Continue to encourage use of the lowest-quality water available and suitable to a given purpose. Develop programs that provide for water reuse alternatives instead of wastewater and stormwater disposal to surface water bodies.
- PUB-1-1-2: Implement construction codes, which require state-of-the-art water conservation techniques for new construction.
- PUB-1-1-3: Continue to enforce provisions of the SWFWMD Water Shortage Plan, Chapter 40D-21, FAC.
- PUB-1-1-6: Maintain a Water Supply Facilities Work Plan pursuant to Section 163.3177(6)(c), FS. At a minimum, incorporate into the Work Plan traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the City's water supply needs over a 10-year planning period.
- OBJ PUB-5-3: Reduce demand for groundwater resources and the need for potable water system expansion by promoting and practicing water conservation and expanding access to alternative water supplies.
- PUB-5-3-1: Continue to expand the reclaimed water system to provide alternatives to groundwater withdrawals for irrigation and other nonpotable water uses and to reduce the need for wastewater and stormwater disposal to surface water bodies.
- PUB-5-3-2: Prohibit using potable water for irrigation in the Zephyrhills Future Utility Service Area where reclaimed water is available.
- PUB-5-3-3: Develop partnerships with community groups, developers, and agencies, such as SWFWMD and the University of Florida (UF)/Institute of Food and Agricultural Sciences (IFAS) (Florida Yards & Neighborhoods Program), to promote awareness of water conservation needs and practices and distribute water conservation information in one or more of the following ways: website, newsletters, brochures, speakers bureau presentations, and displays at community events.

7.1.3 FUTURE LAND USE ELEMENT

- LU-1-7-3: Consider in land use planning and regulating the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

7.2 LAND DEVELOPMENT CODE REGULATIONS

The Zephyrhills Land Development Code includes the following water conservation regulations:

- Water Restrictions: Requires compliance with Pasco County's water use rules, which prohibit watering between 8:00 a.m. to 6:00 p.m. and no more than once a week.
- High-Efficiency Plumbing Fixtures: Requires compliance with the Florida Building Code standards for low-volume fixtures in all new development.
- Conservation Rate Structure: Amended the tiered rate structure for potable water service in 2012 to account for maintenance needs and to incentivize water conservation.
- Reclaimed Water Policies and Regulations: The City's reclaimed water program is promoted through distributing informational materials to water customers. The reclaimed water regulations include connection, interconnection, and discharge restrictions, including the requirement that new developments install a reclaimed or other non-potable water distribution system. Reclaimed water customers are individually metered and charged a flat rate. The City requires that new developments provide infrastructure to connect private wells to reclaimed water lines to supplement irrigation water.

7.3 CITY PROGRAMS AND PRACTICES

The City administers the following conservation-related programs and practices:

- Water Use Accounting:
 - Supply well pumpage (monthly).
 - Water entering distribution system (daily).
 - Connections served and meter installations (monthly).
 - Meter replacements (monthly).
 - Fire Department water use (daily records tabulated monthly).
 - Hydrant flushing (daily records tabulated monthly).
 - Water break repairs (daily records tabulated monthly).
 - Other water uses (e.g., street cleaning).
- Leak Detection:
 - Periodic leak detection program.
 - Monitor accounted-for water.
 - Billing software to reduce discrepancies in reported gallons billed versus gallons pumped.
 - Meter replacement program for meters with unaccounted for water loss.
- Education/Awareness:

- Promote water-efficient landscape and irrigation practices through regulations and education.
- Provide customers with indoor/outdoor water audit information.

7.4 WATER CONSERVATION PROGRAM PERFORMANCE

Table 24 shows the potential water savings and associated costs of various water conservation measures in the 2020 RWSP obtained from the Tampa Bay Water 2018 *Water Demand Management Plan Update*. Note: The 2020 RWSP did not identify projects in Zephyrhills. The RWSP estimates a potential reduction of 5.38% in public supply demand from non-agricultural active water conservation. A 5.38% reduction in the 2040 projected demand (high) of 4.39 MGD would result in an estimated annual water savings of 0.236 MGD; however, not all of these measures may be appropriate or available for the City.

Table 24 Potential Water Savings from Conservation Programs

Conservation Measure	Savings (MGD)	Average Cost Effectiveness (\$/kgal)	Total Cost (\$)
Alternative Irrigation Source	507	0.57	11,312,173
Residential High-Efficiency Toilet (HET)	2.31	0.99	8,638,020
Smart Irrigation Controller	2.44	0.79	8,713,635
Florida Water Start/Florida-Friendly Landscaping	3.89	2.14	20,372,969
Multi-Family (HET)	1.16	1.05	4,877,616
Cooling Tower	0.65	0.13	389,731
Commercial HET, Valve	1.07	0.46	2,205,991
High-Efficiency Urinals (HEU)	1.37	0.54	2,605,175
Pre-Rinse Spray Valve	0.10	0.30	131,959
Commercial HET, Tank	0.41	0.78	1,191,866
Dishwasher, Conveyor	59,951	0.72	94,597
Total	18.51	0.99	60,533,732

Note: kgal = kilogallon.

The Tampa Bay Water 2018 *Water Demand Management Plan Update* estimated the market potential of active water conservation measures available for Pasco County over a 10-year period (2020 to 2030). The City's 2021 population is approximately 5% of Pasco County's total population. Table 25 shows potential water savings of 0.145 MGD assuming that the City of Zephyrhills can achieve 5% of the available savings projected for Pasco County. The water savings are based on the life expectancy of program products/fixtures. To maintain the water-saving reductions, additional demand management measures may be necessary.

Table 25 Potential Water Savings from Conservation Programs

Conservation Measure	Cost (\$/unit) ¹	Unit Savings (GPY) ¹	Quantity ²	Annual Rebates ²	Savings (gpd)	Total Cost (\$)
Alternative Irrigation Source	575	94,034	76	7	19,580	43,700
HET (single family)	125	12,854	780	71	27,469	97,500
Smart Irrigation Controllers	300	56,645	153	14	23,744	45,900
Florida Water Star/Florida-Friendly Landscape	725	50,560	153	14	21,194	110,925
HET (Multi-family)	100	9,679	318	29	8,433	31,800
Cooling Tower	1,225	1,386,530	0	0	0	0
Commercial HET	100	13,020	780	71	27,824	78,000
Commercial HEUs (0.5 gallon)	100	18,928	318	29	16,491	31,800
Pre-Rinse Spray Valves	75	37,426	3	<1	308	225
Dishwashers, Conveyor	425	59,951	1	<1	164	425
Total	—	1,739,627	2,582	234	145,205	440,275

Notes: GPY = gallons per year.

¹ Source: Tampa Bay 2018 *Water Demand Management Plan Update*.

² Estimated quantity assumes that the City of Zephyrhills is 5% of the Pasco County estimates presented in the Tampa Bay 2018 *Water Demand Management Plan Update*.

8 PLAN TO MEET WATER SUPPLY NEEDS

The City WUP renewal in 2020 increased the permitted water quantity to 3.308 MGD. The water demands were based on a SWFWMD projected population of 37,027 people in 2039. The City has recently seen the rate of development increase, and the current information from approved developments and future planned developments indicate that the 2040 population could reach 38,807 to 49,128 people. Modeling completed as part of the WUP renewal indicated that additional withdrawals could have an impact on the Upper Hillsborough River MFLs. The City is evaluating the following options to potentially increase their available water supply:

- Retiring existing WUPs near development areas and transferring permitted water use to the City's WUP. This option will require approval from SWFWMD. Potential transfer quantities are estimated at 0.79 MGD.
- Using the existing interconnect with Dade City to provide additional withdrawals outside the Hillsborough River Groundwater Basin, which may require modeling to demonstrate sustainable withdrawals from Dade City's wells.
- Absorbing other service areas with excess WUP capacity.
- Constructing wells that withdraw from the Lower Floridan aquifer (LFA), which is expected to require testing to evaluate the confinement between the UFA and LFA, model recalibration, and additional simulations.
- Implementing conservation measures and programmed capital improvement projects to reduce water loss and expand reclaimed water distribution to provide adequate water supplies in the USA through 2040.

8.1 WATER CONSERVATION AWARENESS, ENCOURAGEMENT, AND REGULATION

The City will continue implementing the existing water conservation policies, regulations, and programs identified in Section 7. The City will seek funding (e.g., grants) and other support (e.g., partnerships) to implement additional water conservation measures. Examples are as follows:

Zephyrhills Land Development Code	New Water Conservation Programs
▪ Require installation of SMS, rainfall sensors, or other water-saving irrigation technologies. ▪ Require installation of water-efficient landscaping for new developments/redevelopment. ▪ When feasible, require new development/redevelopment to install stormwater reuse facilities as a supplemental water source for landscape irrigation.	▪ Promote LID techniques in developed areas (e.g., rainwater capture for irrigation usage and groundwater recharge). ▪ Develop partnerships to increase awareness of water conservation needs and practices. ▪ SWFWMD. ▪ Pasco County UF/IFAS Extension. ▪ Builder associations. ▪ Community groups.

- Require or provide incentives for low-impact development (LID) techniques for new development/redevelopment.
- In coordination with SWFWMD, explore the feasibility of stormwater credits for on-site rainwater capture, use, and recharge.
- Distribute water conservation information.
- City newsletter/website/brochures.
- Community events.
- Speakers' bureau presentations.
- Install educational water conservation demonstration projects.
- Coordinate with area school for water-related educational programs (e.g., Drop Savers Poster contest and Project WET).

8.2 WATER SUPPLY FACILITY PROJECTS

8.2.1 PLANNED WATER SUPPLY PROJECTS

Table 26 shows planned water supply facility projects, estimated project costs, and committed funding sources through Fiscal Year (FY) 2028. Project funding is mostly from state grants with the balance funded by the City.

As part of the FY 2015 Springs Initiative, the City upgraded its wastewater treatment plant to Advanced Wastewater Treatment (AWT) standards. Water produced from the AWT plant will provide for indirect aquifer recovery with reduced nutrient loading.

8.2.2 SWFWMD REGIONAL WATER SUPPLY PLAN PROJECTS

The 2020 RWSP recommends that the City consider implementing the following water supply projects:

- **Reclaimed Water Supply Projects, Trans Q057** – Responsible entity: City of Zephyrhills; supply: 0.33 MGD; benefit: 0.22 MGD; capital cost: \$1,421,300; District Cost: \$750,000.

This project provides an interconnect with Pasco County's reclaimed water system. The City is planning this project for FY 2025 (Table 27).

8.3 COORDINATION FOR WATER SUPPLY PLANNING AND PROJECT DEVELOPMENT

The City is a member of the East Pasco Water Coalition (EPWC), a working group of the four East Pasco municipalities – the City of Zephyrhills, City of Dade City, Town of St. Leo, and Town of San Antonio. The EPWC's mission is to address potable water, sewer, and reclaimed water needs and opportunities in the region through policies, programs, and pipes. Other EPWC participants include Pasco County (reclaimed water topics only), SWFWMD, landowners, and other interested parties.

Unlike other EPWC municipalities, Zephyrhills lies predominantly within the Hillsborough River Groundwater Basin, which is severely restricted for additional groundwater use. The EPWC is exploring multiple projects involving water distribution from less-strained water supplies in northeast Pasco County to Zephyrhills. Preliminary project concepts include

potable water interconnects between Dade City and Zephyrhills and between Pasco County and Zephyrhills. The City is also exploring the feasibility of new water wells in north portions of the Zephyrhills USA, north of the Hillsborough River Groundwater Basin.

Table 26 Potable Water Projects

Project Description	FY23 (\$)	FY24 (\$)	FY25 (\$)	FY26 (\$)	FY27 (\$)	FY28 (\$)	TOTAL (\$)	Funding Source
New Well Design/Construction	—	250,000	1,500,000	—	—	—	1,750,000	Utility Fund/Impact Fees/SRF
12-inch Water, Chancey/CR 39 Copeland to Tucker	2,000,000	—	—	—	—	—	2,000,000	Utility Fund/Impact Fees/SRF
8-inch Water Main Extension, Alston Avenue to Tucker Road along Gall Boulevard	800,000	—	—	—	—	—	800,000	Utility Fund/Impact Fees/SRF
8-inch Water Main Extension, Eiland Boulevard/Massey Road to Fort King Road	800,000	—	—	—	—	—	800,000	Utility Fund/Impact Fees
Hidden River Tie-In	—	—	300,000	—	—	—	300,000	Utility Fund/Impact Fees
Sunburst Water System	1,000,000	—	—	—	—	—	1,000,000	Utility Fund/SRF
Pressure Issues North	—	—	—	—	—	—	0	Utility Fund/SRF
System Evaluation and Mapping	150,000	75,000	75,000	75,000	75,000	75,000	525,000	Utility Fund
Water Line Renewals and Replacement	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	Utility Fund
Florida Department of Transportation One-Way Pairs Utility Relocation	—	—	—	—	—	—	0	Utility Fund
8-inch Water Main Extension Palm Grove Drive/Autumn Palm Drive to US Highway 301	—	—	500,000	—	—	—	500,000	Utility Fund/Impact Fees
SWFWMD Permit Modifications	100,000	—	150,000	—	150,000	200,000	600,000	Utility Fund/Impact Fees
Well Rehabilitation	75,000	75,000	75,000	75,000	75,000	75,000	450,000	Utility Fund
New Water Department, Property Purchase, Design, Engineering, Buildings, Construction, etc.	—	3,500,000	—	—	—	—	3,500,000	Utility Fund/Impact Fees/SRF
Well 2 Building	—	100,000	—	—	—	—	100,000	Utility Fund
Well 10 Building	—	—	100,000	—	—	—	100,000	Utility Fund
Wells 3, 4, and 5 Building Repair or Replacement (due to settling)	300,000	—	—	—	—	—	300,000	Utility Fund
Equipment, Vehicles	138,000	100,000	100,000	100,000	100,000	100,000	638,000	Utility Fund
TOTALS	5,563,000	4,300,000	3,000,000	450,000	600,000	650,000	14,563,000	

Note: — = Not Applicable; SRF = State Revolving Fund.

Table 27 Reclaimed Water Projects

Project Description	FY23 (\$)	FY24 (\$)	FY25 (\$)	FY26 (\$)	FY27 (\$)	FY28 (\$)	TOTAL (\$)	Funding Source
12-inch Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Roads along Eiland Boulevard	—	—	2,000,000	—	—	—	2,000,000	SWFWMD/Utility Fund/ Capacity Fees
12-inch Reclaimed Water Main Wire Road and Otis Allen to Scotland Yards Golf Course	—	—	—	—	2,000,000	—	2,000,000	SWFWMD/Utility Fund
Crystal Springs Water Quality Improvement	—	—	—	4,000,000	—	—	4,000,000	FDEP/SWFWMD/ Utility Fund/SRF
Septic-to-Sewer Projects	1,300,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	11,300,000	Utility Fund/FDEP/ SWFWMD/ Appropriations
Wastewater Master Plan Update	250,000	—	—	—	—	250,000	500,000	Utility Fund

9 REFERENCES

Hazen and Sawyer, 2018. *Tampa Bay Water Demand Management Plan Update 2018*. Final Report December 2018.

Jones Edmunds, 2017. *City of Zephyrhills – Potable Water System Master Plan Update Report*.

Southwest Florida Water Management District (SWFWMD), 1999. *Northern Tampa Bay Minimum Flows and Levels White Papers: White Papers Supporting the Establishment of Minimum Flows and Levels for Isolated Cypress Wetlands, Category 1 and 2 Lakes, Seawater Intrusion, Environmental Aquifer Levels, and Tampa Bypass Canal*; Peer-Review Final Draft, March 19, 1999. Brooksville, Florida.

Vergara, BA; 2000. Comparative Review of Use of Wetland Constraints in the Water Supply Planning Process. Special Publication SJ2005-SP20. Palatka, FL.

Appendix A

BTB Request for Additional Water



BLUETRITON™

900 LONG RIDGE ROAD, BUILDING 2, STAMFORD, CT 06902-1138



August 8, 2022



Mr. John Bostic



Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542



RE: Planned Expansion of Water Use at the BlueTriton Brands Zephyrhills Bottling Facility.



Dear Mr. Bostic:



BlueTriton Brands (BTB) is in the process of expanding the bottled water manufacturing capacity of the Zephyrhills Factory. This expansion includes the addition of a new line in 2022 and the replacement of an existing older line with a new higher speed line in 2023. Both of these projects are currently underway. BTB anticipates that the additional lines will increase the water usage by 87,000 gallons per day (GPD) increasing the daily average to approximately 400,000 GPD in 2023. BTB further anticipates an ongoing increase of approximately 2% per year for the next five years over the 400,000 gpd expected in 2023.



Please contact me if you need any further information.



ORIGIN

Sincerely,



Gregory H Fox



Gregory H Fox

Senior Natural Resource Manager



231-408-8809

EXHIBIT "B"

Proposed Text Amendments Zephyrhills 2025 Comprehensive Plan

FUTURE LAND USE ELEMENT

LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which:

- a. Regulate the subdivision of land;
- b. Regulate signage;
- c. Provide for drainage and stormwater management;
- d. Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements;
- e. Coordinate future land uses with soil conditions, topography, and availability of facilities and services;
- f. Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- g. Protect the limited amount of wetlands and other environmentally sensitive natural resources;
- h. Protect the potable well fields groundwater supply by designating appropriate land uses and activities and land uses within well-head wellfield protection areas and environmentally sensitive lands and promoting water conservation;
- i. ~~Provision of~~ Provide mixed land use designations, such as recreation and neighborhood commercial in residential areas; and
- j. Discourage the proliferation of urban sprawl.

LU-1-1-3: The City Council may reserve public facility capacity for a particular land area or specific land use provided the reservation is in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This could include strategies for job creation, workforce housing development, and tax base diversification.

Obj LU-1-7: All development activities shall ensure the protection of natural resources and potable well fields wellfields.

LU-1-7-5: The developer/owner of any new development or redevelopment shall be responsible for on-site management of ~~storm water~~ stormwater run-off in a manner so that post-development run-off rates, volumes, and pollutant loads do not exceed existing conditions.

LU-1-10-1: The City hereby establishes a "Future Service Area" (refer to Map LU-8) in accordance with the ~~"Interlocal Agreement B~~etween Pasco County and the City of Zephyrhills: establishing a designated that designates existing and future service areas for City water and wastewater utility services. Any change to the "Future Service Area" boundary shall require amendment of the Comprehensive Plan and the Interlocal Agreement with Pasco County.

~~LU-1-10-2: The City shall maintain an Interlocal Agreement with Pasco County that designates existing and future service areas for the City of Zephyrhills. Amendments to the boundary of the "Future Service Area" shall require an amendment of this Comprehensive Plan.~~

LU-1-10-3~~2~~: The City will not consider the annexation of lands outside of the "Future Service Area" established by this Element.

LU-1-10-4~~3~~: The City will consider the annexation of lands within the "Future Service Area" in accordance with the following criteria:

- a. 1. The land to be annexed can be served by public water and sewer within three years;
- b. 2. It can be demonstrated that adequate water supply is available to serve the area to be annexed at the time of annexation or can be provided concurrent with anticipated development;
- c. 3. It can be demonstrated that roadway levels of service can be satisfied within the area to be annexed at the time of annexation or can be provided concurrent with anticipated development;
- d. 4. It can be demonstrated that general public services such as fire and police protection can be provided concurrent with anticipated development.
- e. 5. It can be demonstrated that adopted levels of service for parks and recreation, stormwater management, solid waste management and schools can be met by anticipated development within the area to be annexed.
- f. 6. It can be demonstrated that the principles and standards for water conservation, energy efficiency, energy conservation, and reduction of greenhouse gas emissions establishes by the City can be equaled or exceeded within the area to be annexed.

PUBLIC FACILITIES ELEMENT

GOAL PUB-1: The City shall provide a sufficient supply of water of appropriate quality for all beneficial uses within the Zephyrhills ~~u~~Utility sService aArea

Obj PUB-1-1: Secure sufficient ~~raw~~ potable water supplies, provide adequate water treatment capacity, and implement water conservation rules, policies, and programs to meet the demands of existing and future potable water customers.

PUB-1-1-1: The City shall maintain the potable water supply level of service standard of ~~426~~ 114 gallons per capita per day per capita or lower.

CON-4 To maintain the high quality of groundwater resources in the Zephyrhills ~~utility-service-area~~ Utility Service Area.

CON-4-1-1: The Land Development Code shall restrict land uses known to adversely affect water quality and quantity ~~of~~ within natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water.

~~PUB 1-1-5: Investigate the feasibility of wet-weather storage option as a water source to augment reclaimed water flows.~~

Obj PUB-1-2: Continue to provide DEP approved potable water distribution to all developed land within the corporate limits which is capable of delivering an average daily flow of 300 gallons per day per dwelling unit. The City will continue to monitor the capacity of the facilities that may require future expansion.

~~PUB-1-2-1: The City shall extend public water distribution lines to serve all residences within the present City limits, and to future annexed areas within three years after annexation. The Level of Service standard to be provided based on an average household size of 2.1 x 100 gallons per capita per day, plus 30 percent of the total for non-residential uses is 300 gal/day/du. (2.1 x 100 = 210 + 90 = 300). The 30 percent for non-residential use is based on current water consumption records of the City Utilities Department. For purposes of estimating non-residential water consumption, refer to the Appendix of this element.~~

The City's level of service standard for determining the ability to provide adequate potable water facilities to potential customers is 300 gallons per day per dwelling unit or equivalent residential unit.

PUB-1-3-3: Site Plan review of proposed development within a delineated ~~cone-of-influence~~ Cone of Influence will identify appropriate mitigation measures.

GOAL PUB-5: ~~Develop an integrated~~ Integrate stormwater management system and groundwater aquifer protection.

Obj CON-2-2: Protect, conserve, and appropriately use potable water sources in order to meet the needs of the existing and future population of the Zephyrhills ~~Future~~ Utility Service Area.

CON-2-2-4: ~~Investigate the feasibility of a wet-weather storage option as a water source to augment reclaimed water flows.~~

CON-2-2-5: Coordinate with the Southwest Florida Water Management District, including consideration of the approved Regional Water Supply Plan, to ensure that water supplies are adequate to meet ~~the City's~~ current and projected potable water needs in the Utility Service Area and to reduce dependence on the Floridan aquifer to meet potable water demand.

CON-2-2-6: Implement traditional and alternative water supply projects and conservation and reuse programs deemed necessary to meet the water needs identified in the Zephyrhills Water Supply Facilities Work Plan.

CON-2-2-7: The City shall enforce emergency water conservation orders issued by the Southwest Florida Water Management District.

CON-3-1: Conserve, appropriately use, and protect minerals, soils, and native vegetative communities.

CON-3-1-4: ~~The City shall enforce emergency water conservation orders issued by the Southwest Florida Water Management District.~~

ICE-1-3-6: The City's Utility s~~Service a~~Area shall be identified by interlocal agreements with Pasco County and the City of Dade City.

Table CI-2-1-1 (<i>excerpt</i>) Public Facility Level of Service Standards City of Zephyrhills			
Comprehensive Plan Element	Facility Type	Services Area	Level of Service Standard
<u>Infrastructure Public Facilities</u>	City Water Treatment Plant <u>Facilities</u>	City Water Zephyrhills <u>Utility Service Area</u>	126 300 gallons per day per capita water treatment capacity (annual average daily flow) dwelling unit or equivalent residential unit
<u>Infrastructure Public Facilities</u>	City Water Wells Regulated by Water Use Permit <u>Supplies</u>	City Water Zephyrhills <u>Utility Service Area</u>	126 114 gallons per capita <u>per day per capita or lower</u>

CI-2-1-2: The City shall apply the following standards for the purposes of making a concurrency determination and issuance of a Certificate of Occupancy, or its equivalent development approval:

a. An adequate potable water supply and adequate ~~P~~potable water, sewer, solid waste, and drainage facilities shall be in place and available to serve new development no later than the issuance of a Certificate of Occupancy, or its functional equivalent.

b. As determined through consultation with the City's Utilities Department prior to the approval of a building permit, or its functional equivalent, adequate water supplies shall be available to serve the new development no later than the issuance of the Certificate of Occupancy, or its functional equivalent.

c. Parkland and recreational facilities necessary to serve residential development shall be in place or under actual construction no later than one year after the issuance of the Certificate of Occupancy. However, the acreage for such facilities shall be dedicated or be acquired by the City prior to issuance of the Certificate of Occupancy or funds in the amount of the developer's fair share shall be committed no later than the issuance of the Certificate of Occupancy.

d. Necessary transportation facilities needed to serve new development shall meet one of the following requirements:

(1) The facilities are in place or under actual construction within three years from the date of issuance of the Certificate of Occupancy, a building permit, or its functional equivalent that results in traffic generation.

(2) The facilities are guaranteed in an enforceable development agreement that includes the provisions of Rule 9J-5.0055(2)(a)1, 7, 8, FAC, pursuant to Section 163.3220, FS, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee the necessary facilities and services will be in place at the time of issuance of the Certificate of Capacity Occupancy; or will be in place or under actual construction within three years of the date of the issuance of the Certificate of Capacity Occupancy, or its functional equivalent.

(3) Payment of proportionate fair share contributions to mitigate local and regionally significant traffic impacts, consistent with Chapter 163.3180(16), FS, and the Land Development Code. Such standards and guidelines shall provide that the City shall not rely on transportation facilities in place or under actual construction more than three years after the issuance of the Certificate of Occupancy, or its functional equivalent, except as provided in Section 163.3180, Florida Statutes.

POLICY CI-2-1-3: The City shall pursue funding assistance from the Southwest Florida Water Management District Cooperative Funding Initiative and other programs, as appropriate, for reclaimed water and alternative water supply projects.

PUBLIC WORKS DIRECTOR'S REPORT 4.1

Kimley-Horn Stormwater Master Plan Presentation

Issue:

The City approved a task order for Kimley-Horn and Associates, Inc to update and develop a Stormwater Master Plan.

Background:

In an effort to determine best management practices (BMP's) and solutions to resolve localized flooding issues, the City has partnered with Kimley-Horn and Associates, Inc. to develop a Stormwater Master Plan.

Attachment(s):

1. 2023.02.13.Executive Summary

Fiscal Impact:

Not to exceed \$249,820.00 FY21-22; FY22-23

Staff Recommendation:

Staff recommends approval of the Stormwater Master Plan as presented.

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ATTACHMENT 2.....	TASK 4 - EXISTING CONDITIONS MODEL TECH MEMO
ATTACHMENT 3.....	TASK 5 - LEVEL OF SERVICE TECH MEMO
ATTACHMENT 4.....	TASK 6 - WATER QUALITY ANALYSIS TECH MEMO
ATTACHMENT 5.....	TASK 7.1 - PRIORITY BASIN IDENTIFICATION TECH MEMO
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Executive Summary

Introduction

On November 10, 2020 the City of Zephyrhills (City) contracted with Kimley-Horn Associates, Inc. (Kimley-Horn) to conduct a Stormwater Masterplan update. The previous Masterplan for the City was completed in 2000 and since that time additional annexations and increased development have necessitated the need to evaluate flooding and water quality within the City.

Goals

The goals of the Stormwater Masterplan are to determine flood risk, evaluate the level of service, and develop Best Management Practices (BMPs) to reduce flooding and improve water quality for both the built and natural environment. These goals were achieved, by completing the following:

- Data collection and reviews;
- Field Verification and Reconnaissance;
- Delineation and refinement of basins;
- Model parameterization and generation of floodplains using the Interconnected Channel and Pond Routing Model (ICPR4)
- Public Meeting to present the floodplains
- Generation and evaluation of pollutant loads
- Evaluating a flood level of service of City-maintained roads and structures
- Development of 9 Best Management Practices of drainage facilities including culvert upsizes, flow diversion and storage. Cost estimates were prepared, including high level benefit-cost ratios.
- Organizing datasets into a schema that can be viewed in ArcMap or ArcPro

Background

The City of Zephyrhills is located within the eastern portion of Pasco County and encompasses an area of approximately 9.5 square miles. Zephyrhills is generally bounded on the south by the Hillsborough River, on the north by the Orange Grove Villas subdivision, and on the east by the Old Lakeland Highway. Elevations range from approximately 49 FT NAVD to 237 FT NAVD and runoff generally infiltrates in combination with an outfall south to the Hillsborough River. Overall, much of the City consists of closed basins with well-drained soils and lacks secondary drainage systems, relying on sheet flow and roadside swales.

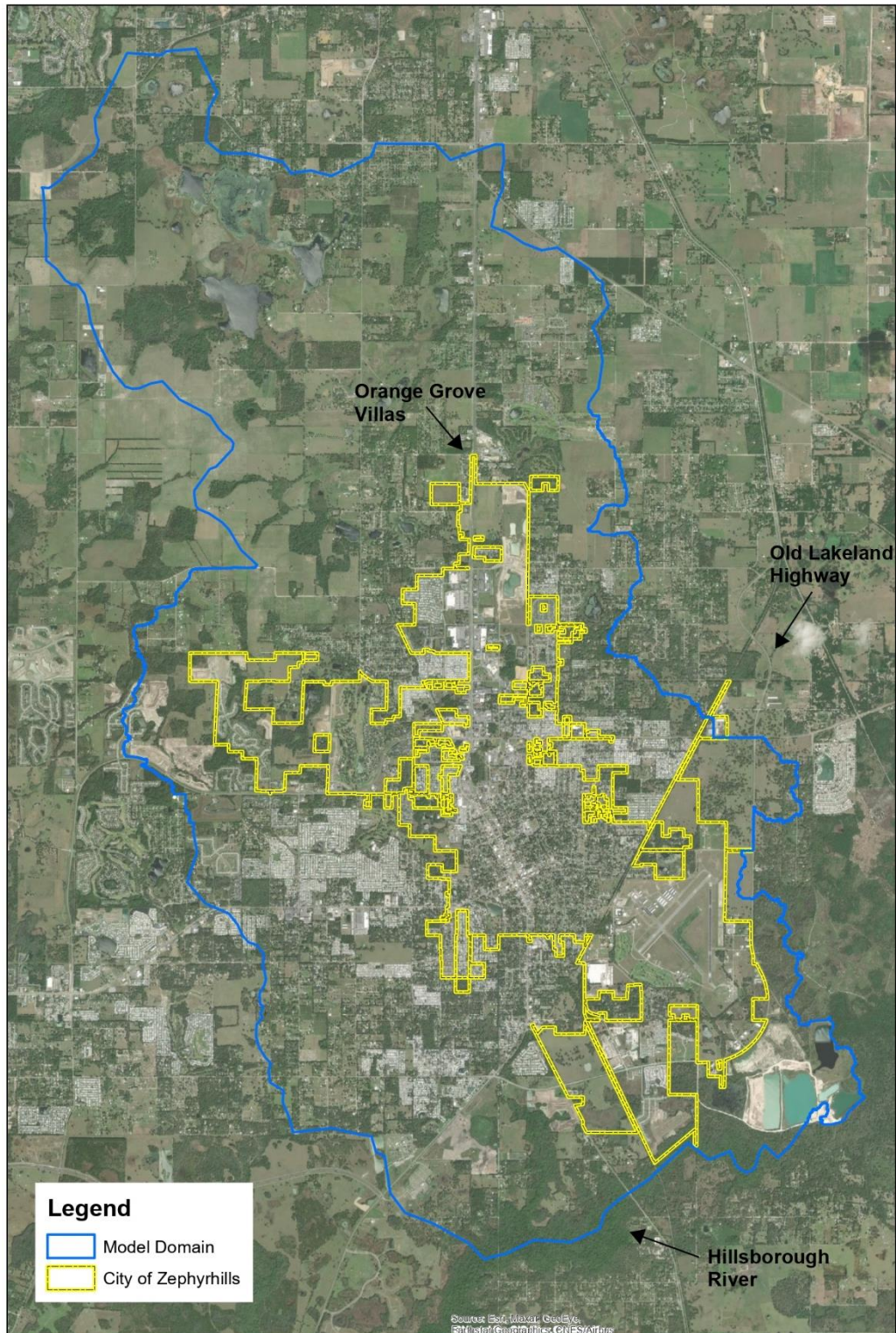


Figure 1 - City of Zephyrhills Boundary

Existing Conditions Model

An existing conditions numerical model was developed using ICPR4. The model was built primarily from the Southwest Florida Water Management District's (SWFWMD) Board Certified East Pasco Watershed (March 2010) and Upper Hillsborough River Watershed (March 2010) models. The model was further refined using the 2018 SWFWMD Digital Elevation Model (DEM), as-built and permitted plans, past available flooding documentation, and field reconnaissance. The model parameters included:

- 402 basins totaling 17.5 square miles (includes the contributing area that drains into the City)
- Figure 2 shows a map of the Hydrologic Soils within the City's jurisdictional boundaries. A majority of the soils are well-drained and the Green-Ampt method was used for infiltration/percolation.
- 168 percolation links
- 432 nodes
- 55 pipe links
- 21 channel links
- 771 weir links
- 8 drop structures.

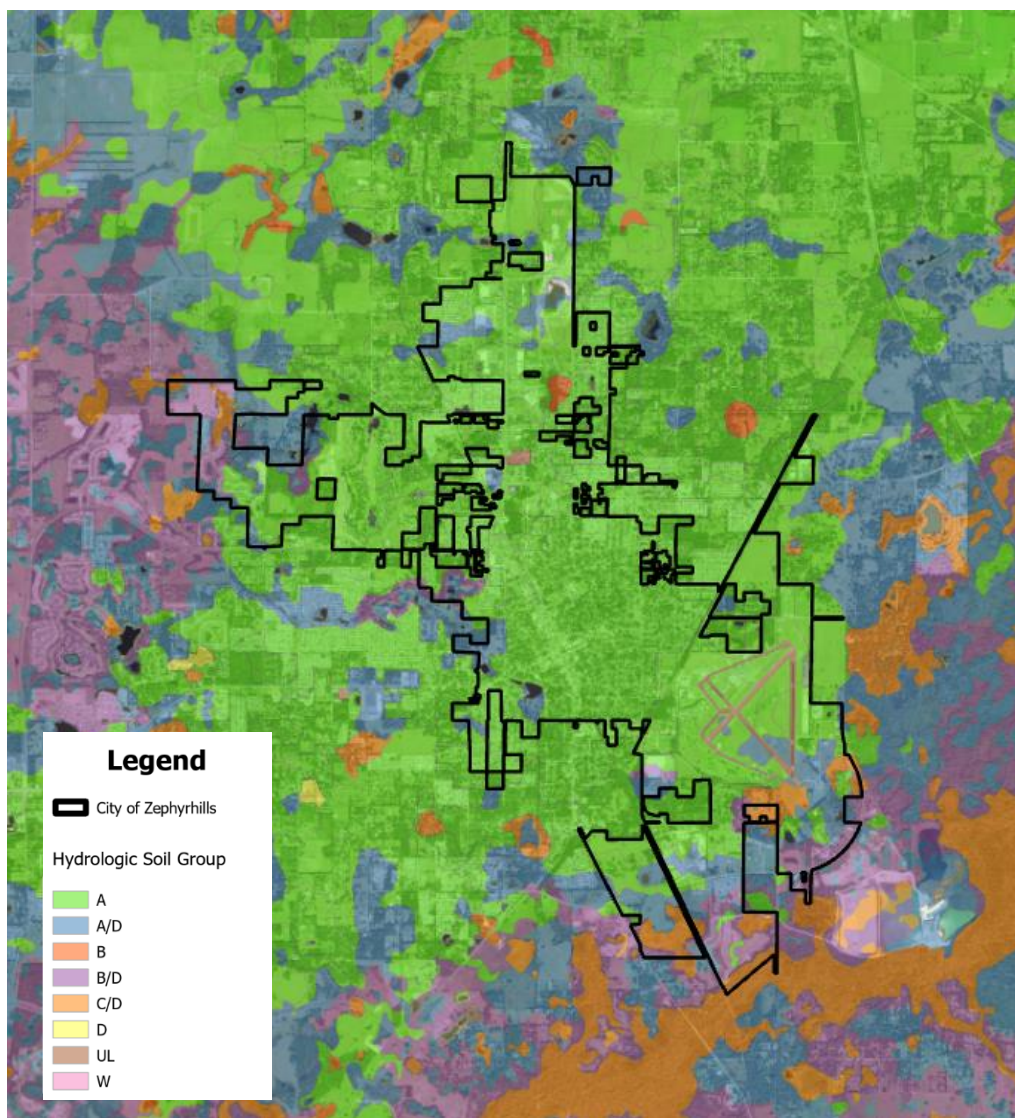


Figure 2 - Hydrological Soil Groups within City of Zephyrhills

Using the SWFWMD Basis of Review, the 10-year/24-hour, 25-year/24-hour and 100-year/24-hour rain events were simulated in the ICPR4 model. Table 1 shows the rainfall depth for each recurrence interval. Hurricane Frances (2004) was used to calibrate the model and a public meeting was held on November 1, 2021 to review the results of the floodplains. Figure 33 shows the 100-year/24-hour floodplain extents.

Table 1 - Rainfall Depth for Recurrence Interval

10-Yr / 24-Hr	25-Yr / 24-Hr	100-Yr / 24-Hr
7-inches	9.5-inches	12-inches

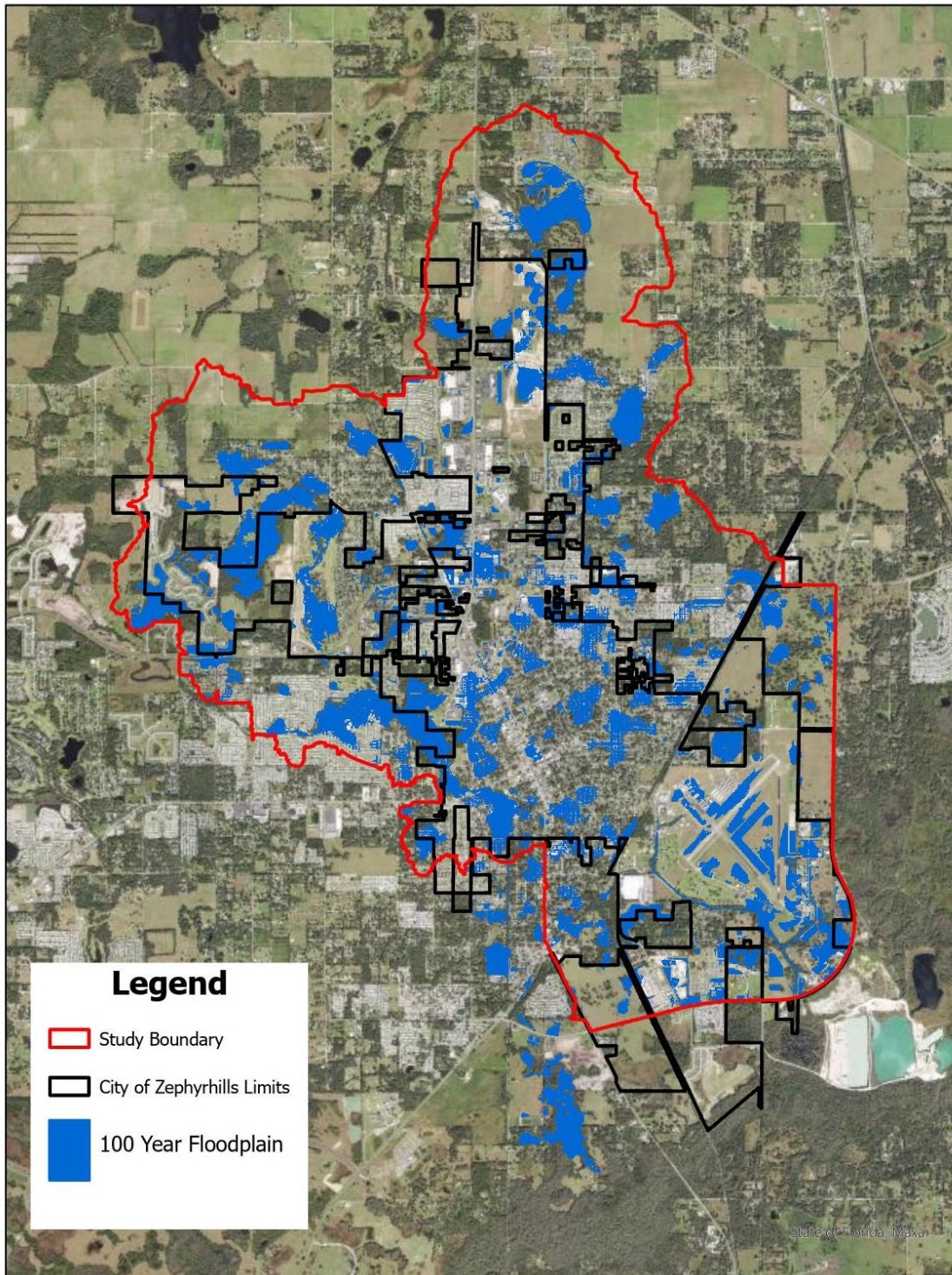


Figure 3 - ECM 100-Yr Floodplain

Flooding Level of Service

The Flooding Level of Service (FLOS) for the roadways and structures was evaluated using the results from the existing conditions model. Roadway FLOS criteria was established based on meetings with the City and a review of other similar local government criteria. Table 2 shows the Roadway FLOS Criteria.

Table 2 - Roadway Floodplain Level of Service Criteria

FLOS	Arterial/Collector Roads (25-year Design Storm)	All Other Roads (10-year Design Storm)
A	Floodwater below low pavement elevation	
B	Floodwater between 0" and 3" above low pavement elevation	
C	Floodwater between 3" and 6" above low pavement elevation	
D	Floodwater greater than 6" above pavement low elevation	

A total of 68.3 miles of roadway was evaluated in this FLOS analysis; 56.1 miles of which were local roads, and 12.2 miles were arterial or collector roads. A total of 5.5 miles was found to be FLOS C or D. Exhibits of the Roadway FLOS results is shown below in Figure 4 and Figure 5. Table 3 Table 4 shows the Roadway FLOS results.

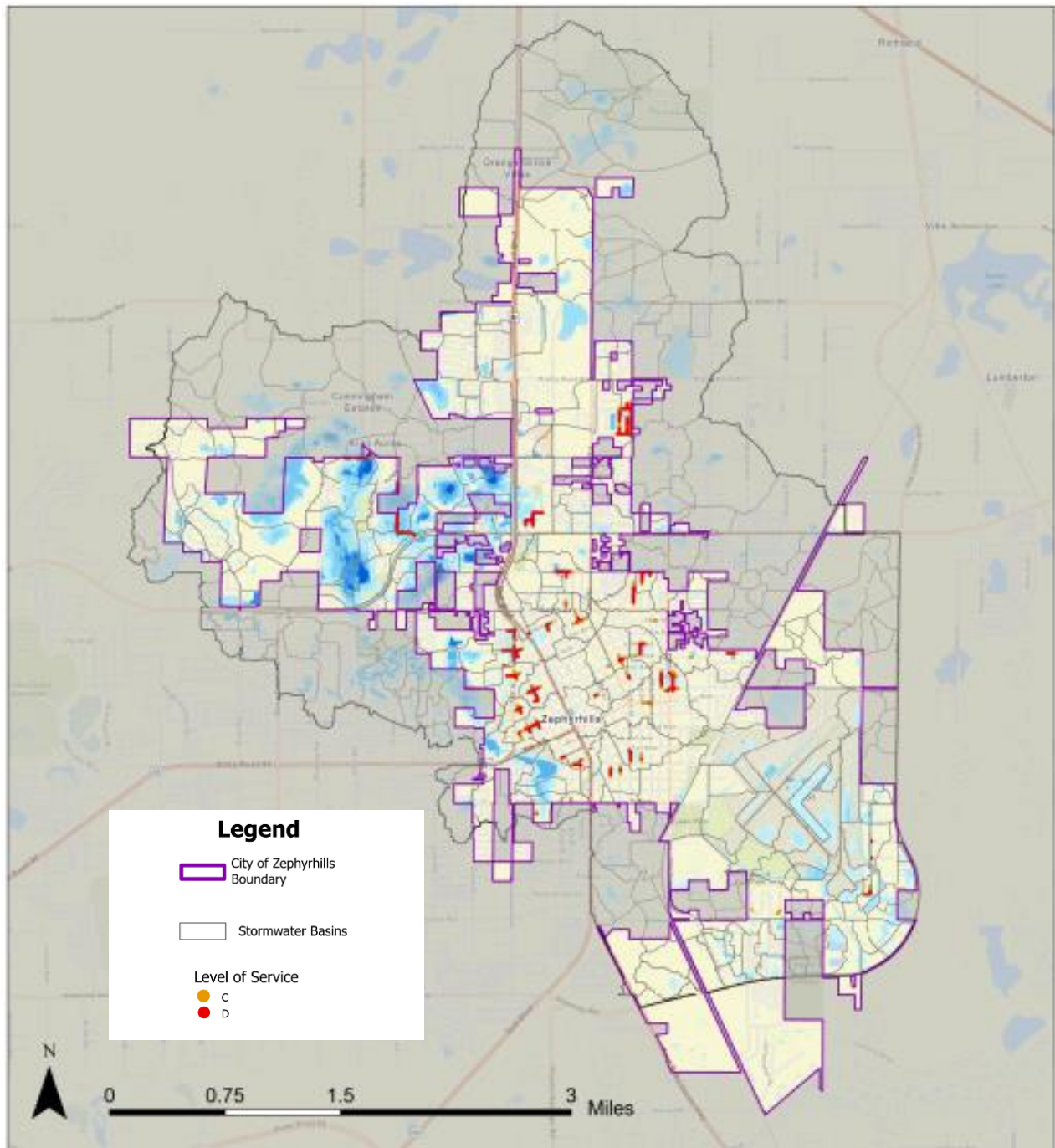


Figure 4 - Local Roadway LOS

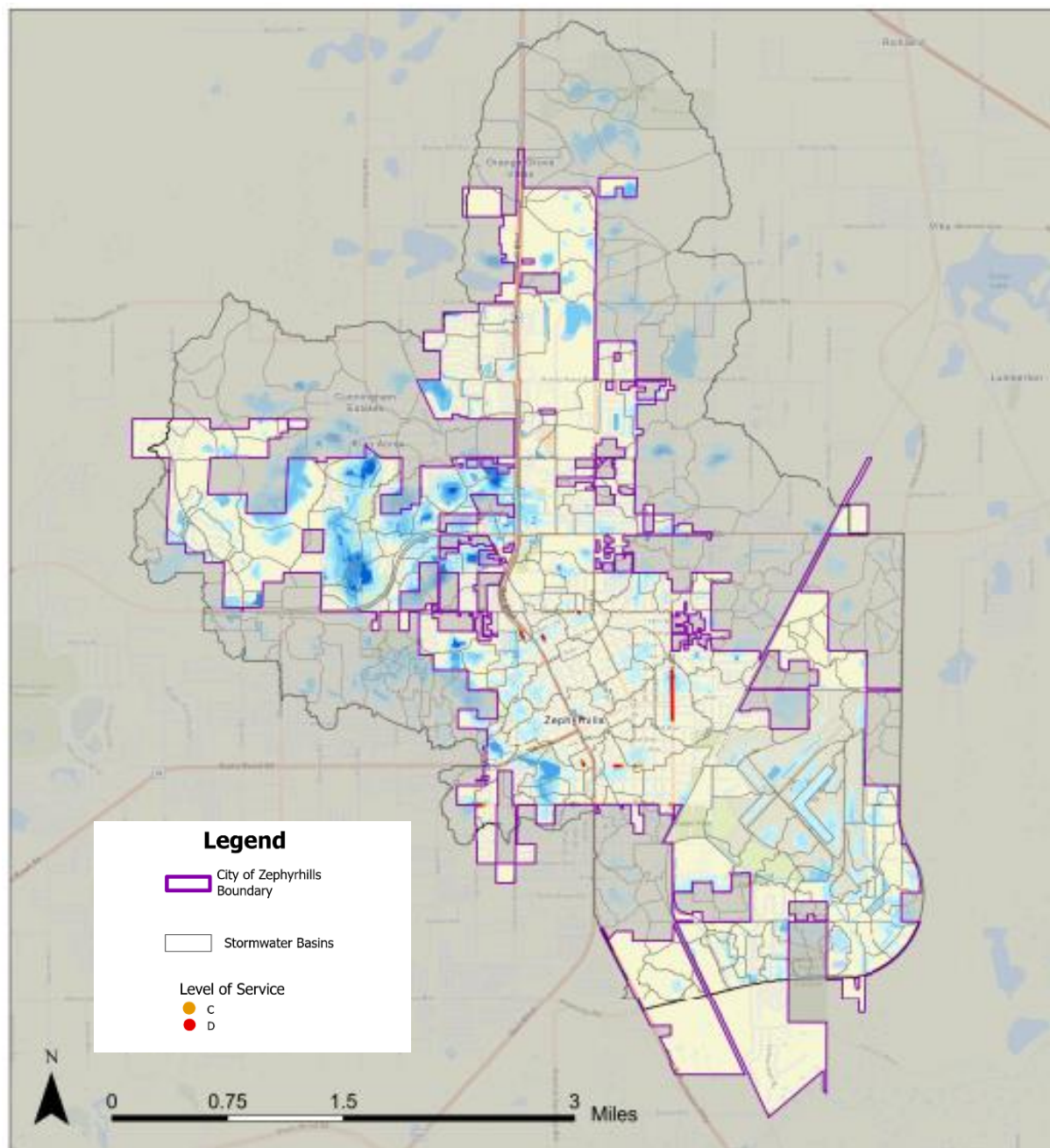


Figure 5 - Collector / Arterial Roadway LOS

Table 3 - Roadway Flood Level of Service Results

Roadway Classification	Miles of Roads			
	A	B	C	D
Local Roads	50.8	0.5	0.8	3.9
Arterial & Collector Roads	11.3	0.1	0.2	0.6

For permanent structures (i.e. buildings) in which finished floor elevations were flooded the 100-year/24-hour recurrence interval was used to establish the criteria. **Error! Reference source not found.**4 shows the Structure FLOS Criteria.

Table 4 - Structure Floodplain Level of Service Criteria

FLOS	Structures
A	FFE min 1' above Flood Elevation
B	FFE between 0.5' and 1' above Flood Elevation
C	FFE between 0' and 0.5' above Flood Elevation
D	FFE at or under Flood Elevation

A total of 8,075 structures were analyzed in the structural FLOS analysis. The analysis found there to be 825 structures with a FLOS classification of D. Although FLOS C is considered an acceptable FLOS, these areas are likely to have flooding in nearby roadways and may limit access to critical infrastructure and community services. Therefore, when analyzing the results from the Structural FLOS analysis to determine areas for BMPs, structures with FLOS C were included. An exhibit of the Structures FLOS results are shown below in Figure 6.

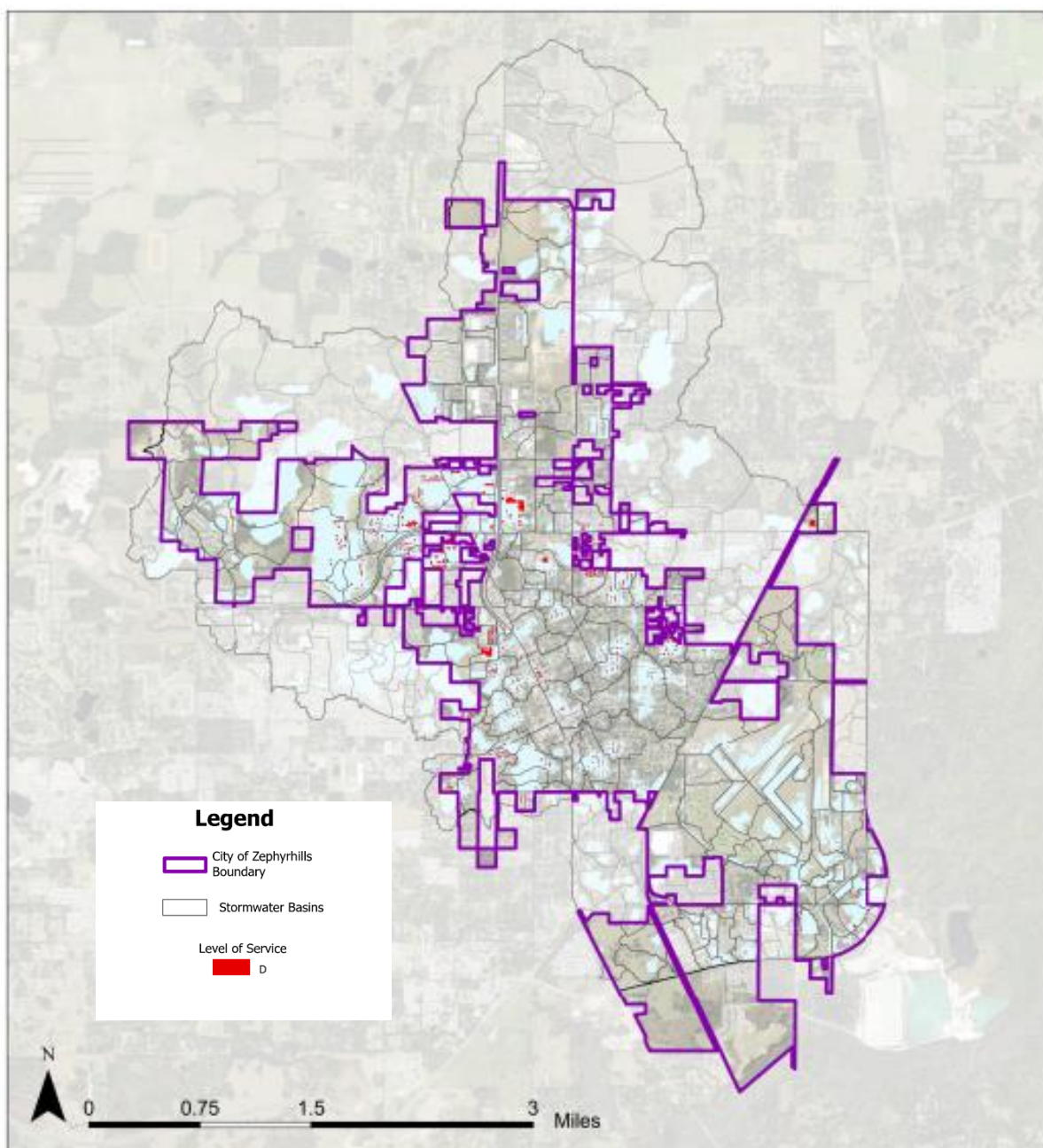


Figure 6 - Structures FLOS

Table 5 shows the Structural FLOS results.

Table 5 - Structure Flood Level of Service Results

Type of Structure	FLOS			
	A	B	C	D
Regular Structures	5253	383	353	454
Manufactured Homes	1093	0	149	397
Total Structures	6346	383	502	851

Water Quality Assessment

A high-level pollutant load model was developed to tabulate pollutant loads for total nitrogen (TN), total phosphorous (TP), biological oxygen demand (BOD), and total suspended solids (TSS). The results from the analysis are shown in Table 6 below.

Table 6 - City of Zephyrhills Annual Pollutant Loading (lb/yr)

TN (lb/year)	TP (lb/year)	BOD (lb/year)	TSS (lb/year)
44,051	7,383	177,254	1,170,957

All four pollutants were found to have the highest levels of loading in the following areas;

- Pretty Pond Road south to County Road 54E
- Dean Dairy Road east to Allen Road and Eiland Boulevard south to 5th Avenue
- Area surrounding the Zephyrhills Municipal Airport Industrial Park

Priority Basin Identification

The results from the existing conditions model, FLOS analysis, and water quality assessment were used to identify 20 basins and provide a preliminary ranking to identify the final 10 highest priority basins. An exhibit showing the top 20 priority basins is shown below in Figure 7.

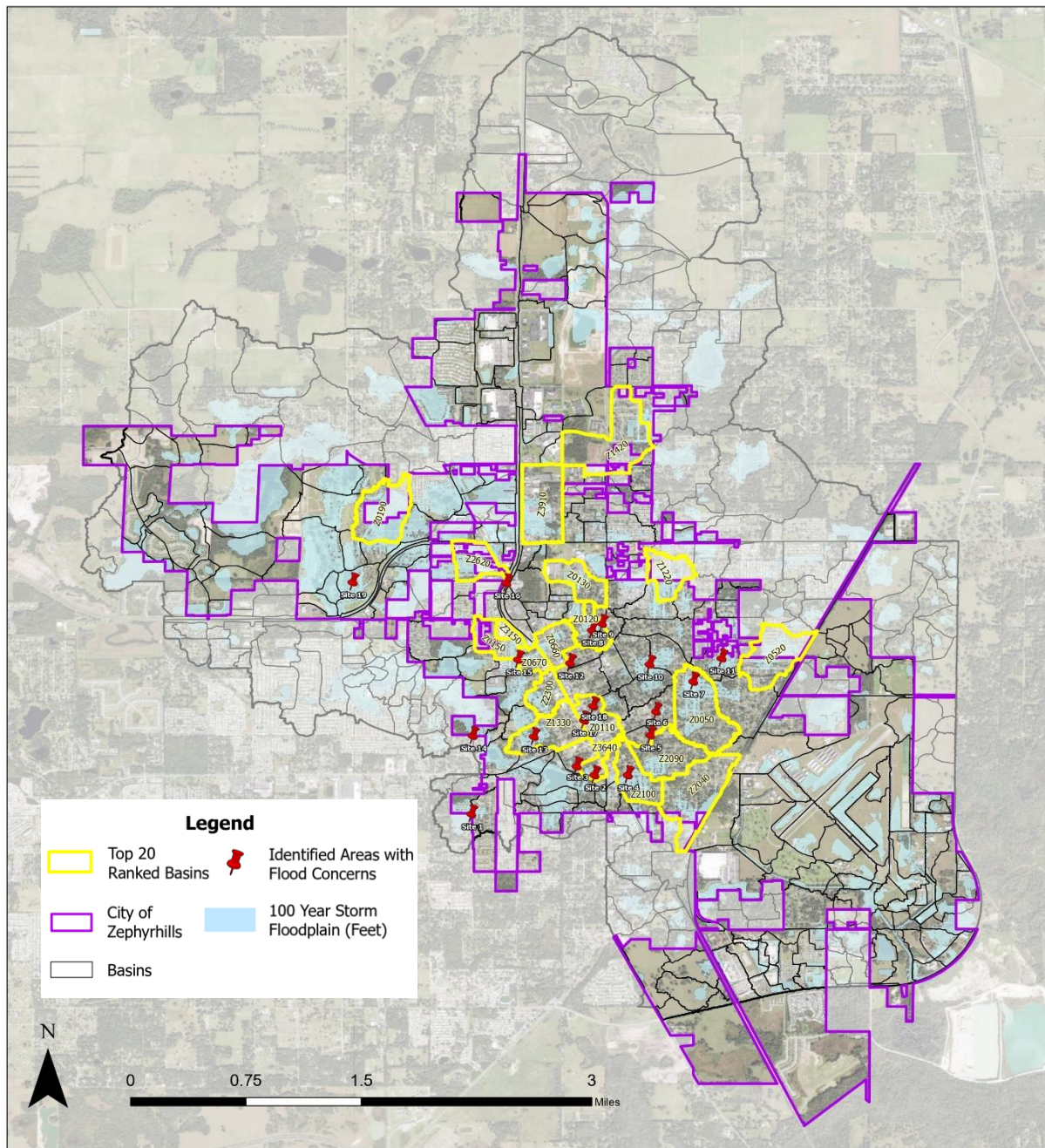


Figure 7 - Top 20 Overall Basins

The City used this information to select the 10 priority basins for evaluating BMPs. A map for the 10 priority basins is show in Figure 8.

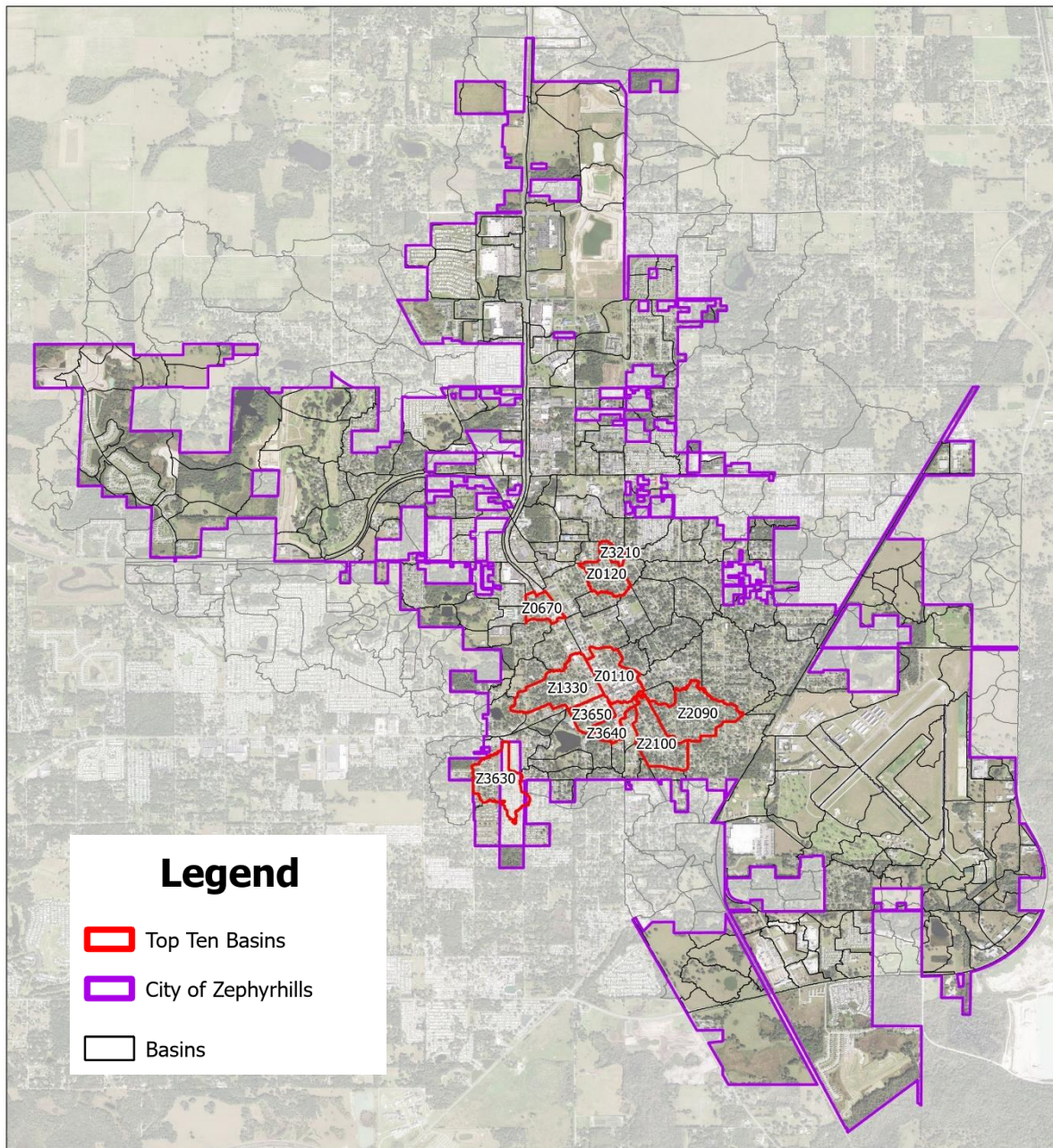


Figure 8 - Top 10 Priority Basins

Proposed BMPs

Nine BMPs were developed to address flooding concerns. The BMPs alternatives were analyzed by modeling them in ICPR4 as proposed conditions and consisted of diverting flows, upsizing pipes, and expanding capacity. The nine BMPs were evaluated based on the roadway and structural damage cost savings that the BMPs would provide as well as the Preliminary Opinion of Probable Construction Costs. Figure 7 below shows a high-level summary of benefits and costs for the nine BMP alternatives.

Table 7 - Simplified Benefit-Cost Analysis

Alternative	Financial Damage to Structures*	Structures Damage Cost Savings*	LF of RDWY Removed **	Roadway Damage Cost Savings***	Preliminary Opinion of Probable Construction Costs	Structural & Roadway BCR Score	Floodplain Area (Ac)	Area Removed from Floodplain (Ac)	Recommend for Further Analysis
Existing Conditions	\$3,392,906	-	-	-	-	-	2253.45	0.00	
BMP1	\$3,325,604	\$67,302	5275	\$1,455,572	\$ 9,041,354	0.168	2247.65	-5.80	
BMP1.1	\$3,312,163	\$80,743	3425	\$945,087	\$ 14,476,277	0.071	2261.05	7.60	
BMP 2	\$3,319,054	\$73,852	1625	\$448,399	\$ 1,624,284	0.322	2247.66	-5.79	
BMP 2.1	\$3,330,382	\$62,524	2000	\$551,876	\$ 2,898,581	0.212	2243.77	-9.68	
BMP 3	\$3,391,063	\$1,844	200	\$55,188	\$ 215,640	0.264	2252.92	-0.53	
BMP 4	\$3,392,906	\$0	0	\$0	\$ 1,390,968	0.000	2253.21	-0.24	
BMP 5	\$3,348,932	\$43,974	450	\$124,172	\$ 103,744	1.621	2249.26	-4.19	
BMP 5.1	\$3,304,308	\$88,598	3900	\$1,076,157	\$ 1,069,376	1.089	2215.30	-38.15	
BMP 6	\$3,392,906	\$0	0	\$0	\$ 1,030,963	0.000	2253.45	0.00	

*Does not include vehicles, personal property, clean up/debris removal, or hazards to life

**Assumes 2-way, 12-ft wide lane roadway

***Cost to rehabilitate roadway that was removed from floodplain

	Highly recommend further investigating BMP
	Consider further investigating BMP
	Do not recommend further investigating BMP

A description of the 9 BMPs are provided below:

BMP 1 – Proposed 24" RCP connecting Sites 2 and 4 that discharges into Zephyr Lake. Additionally, a proposed 36" diversion pipe from Lake Zephyr to a new 22-Ac pond east of Paul S Buchman Highway and south of Tucker Road.

BMP 1.1 – Includes all of the improvements included in BMP1 as well as a 36" discharge pipe from Lake Zephyr to the airport canal for high flows.

BMP 2 – Includes construction of two ponds connected via an 8' X 11' box culvert. These ponds will service Site 15 by West Zephyrhills Elementary via 30" RCP.

BMP 2.1 – Includes all of the improvements included in BMP 2 as well as a connection to sites 8 and 9 via a 30" RCP.

BMP 3 – Proposed 0.44-Ac pond at the corner of 1st St and 7th Ave servicing site 13 via 30" RCP.

BMP 4 – Proposed 36" diversion pipe from Site 1 at the intersection of C Ave and Court St that outfalls into Zephyr Creek south of C Ave.

BMP 5 - Upsizing of the C Ave culvert at Zephyr Creek to 6' X 9'.

BMP 5.1 - Upsizing of the C Ave culvert at Zephyr Creek to 6' X 9' and inclusion of Pasco County's proposed downstream improvements of the canal.

BMP 6 – Proposed 18" connection from 4th Ave and 20th St to existing pond at 7th Ave and 20th St.

Conclusions

The City of Zephyrhills faces challenges with flooding because of the closed basins throughout the City. Addressing the issue at large will require a solution that allows the closed basins to discharge without causing adverse impacts. The results of this study would be improved with building finished floor elevations and pump information. For any of the BMPs the City decides to move forward with, additional information such as surveying, geotechnical investigations, subsurface utility investigations, detailed design, and permitting will be required.

Attached are the supporting technical memorandums summarizing each task of this project.

CITY MANAGER'S REPORT 5.1

Website Redesign Presentation

Issue:

City of Zephyrhills Website Redesign

Background:

Staff has been working with CivicPlus for over a year to redesign the City's official website, an effort to make it more user-friendly for visitors, while providing a more inviting and appealing aesthetic.

In addition to a new skin for the City's main page, the City's CRA, Human Resources, Police, and Public Works departments each have their own dedicated landing page.

Website content (photography, videography, forms/written information) will continuously be monitored and updated by the City's Public Information Officer and other select staff.

Following the City's rebranding project, various logo, typography and stylistic elements will be adjusted to cohesively blend with the new brand.

The redesigned website officially launched on Monday, March 20, 2023. The web address has not changed and can still be accessed at ci.zephyrhills.fl.us

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	13,883.66	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/8/2023
ACH Credit Received	1,142.36	Tyler0004672454	ACHCPAYMENTECH	3/8/2023
ACH Credit Received	113,063.03	2005	ACHCPASCOTAX	3/8/2023
ACH Credit Received	1,027.19	2.00E+13	ACHCAmeriGas Pro	3/8/2023
ACH Credit Received	1,191.83	8.79E+12	ACHCGLOBAL PAYME	3/8/2023
ACH Credit Received	569.5	8.79E+12	ACHCGLOBAL PAYME	3/8/2023
ACH Credit Received	398.42	8.79E+12	ACHCGLOBAL PAYME	3/8/2023
Deposit	1,001.97		DP0002105200022I	3/8/2023
Deposit	7,925.10		ICLD02405160574I	3/8/2023
Miscellaneous Credit	3,190.67		MSCR000000000111	3/8/2023
ACH Credit Received	47,687.17	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/9/2023
ACH Credit Received	321.87	2.02E+14	ACHCSTATE OF FLO	3/9/2023
ACH Credit Received	545.7	8.79E+12	ACHCGLOBAL PAYME	3/9/2023
ACH Credit Received	262.62	8.79E+12	ACHCGLOBAL PAYME	3/9/2023
Deposit	1,476.27		DP0002106346611I	3/9/2023
Miscellaneous Credit	1,969.23		MSCR000000000111	3/9/2023
ACH Credit Received	16,514.98	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/10/2023
ACH Credit Received	2,400.00	Tyler0004672454	ACHCPAYMENTECH	3/10/2023
ACH Credit Received	200	VUS000001558	ACHCWASTE CONNEC	3/10/2023
ACH Credit Received	485.12	2.02E+14	ACHCSTATE OF FLO	3/10/2023
ACH Credit Received	3,296.00	23517	ACHC10L GOVDEALS	3/10/2023
ACH Credit Received	272.85	8.79E+12	ACHCGLOBAL PAYME	3/10/2023
ACH Credit Received	782.5	8.79E+12	ACHCGLOBAL PAYME	3/10/2023
ACH Credit Received	358.38	8.79E+12	ACHCGLOBAL PAYME	3/10/2023
Deposit	1,349.00		DP0002107548584I	3/10/2023
Deposit	4,968.82		ICLD02406223747I	3/10/2023
Deposit	8,098.67		ICLD02405980986I	3/10/2023
Miscellaneous Credit	3,164.01		MSCR000000000111	3/10/2023
ACH Credit Received	19,772.80	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/13/2023
ACH Credit Received	1,522.01	Tyler0004672454	ACHCPAYMENTECH	3/13/2023
ACH Credit Received	138.5	2.02E+14	ACHCSTATE OF FLO	3/13/2023
ACH Credit Received	5	2.02E+14	ACHCSTATE OF FLO	3/13/2023
ACH Credit Received	1,650.38	474255	ACHCLE03-AWIN MA	3/13/2023
ACH Credit Received	450	6582716809	ACHCAMERICAN EXP	3/13/2023
ACH Credit Received	545.7	8.79E+12	ACHCGLOBAL PAYME	3/13/2023
ACH Credit Received	1,258.00	8.79E+12	ACHCGLOBAL PAYME	3/13/2023
ACH Credit Received	750	8.79E+12	ACHCGLOBAL PAYME	3/13/2023
ACH Credit Received	493.8	8.79E+12	ACHCGLOBAL PAYME	3/13/2023
ACH Credit Received	370,839.70	8.79E+12	ACHCGLOBAL PAYME	3/13/2023
Deposit	241.7		ICLD02406709686I	3/13/2023
Deposit	1,128.55		DP0002100490940I	3/13/2023
Miscellaneous Credit	2,308.54		MSCR000000000111	3/13/2023
ACH Credit Received	4,786.06	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/14/2023

ACH Credit Received	8,033.80	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/14/2023
ACH Credit Received	18,499.38	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/14/2023
ACH Credit Received	23,159.50	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/14/2023
ACH Credit Received	1,186.44	Tyler0004672454	ACHCPAYMENTECH	3/14/2023
Deposit	1,726.43		DP0002101666061I	3/14/2023
Deposit	3,559.41		ICLD02407348367I	3/14/2023
Miscellaneous Credit	1,246.57		MSCR000000000111	3/14/2023
ACH Credit Received	70,598.66	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/15/2023
ACH Credit Received	222,162.85	Zephyrhills	ACHCCRESTLINE SO	3/15/2023
ACH Credit Received	625.91	2.02E+14	ACHCSTATE OF FLO	3/15/2023
ACH Credit Received	28.43	36-1924025	ACHCWALGREEN CO	3/15/2023
ACH Credit Received	489.25	8.79E+12	ACHCGLOBAL PAYME	3/15/2023
ACH Credit Received	250	8.79E+12	ACHCGLOBAL PAYME	3/15/2023
ACH Credit Received	319.5	8.79E+12	ACHCGLOBAL PAYME	3/15/2023
ACH Credit Received	890.82	8.79E+12	ACHCGLOBAL PAYME	3/15/2023
Deposit	1,623.14		ICLD02407763862I	3/15/2023
Deposit	1,650.41		DP0002102686676I	3/15/2023
Miscellaneous Credit	1,278.23		MSCR000000000111	3/15/2023
ACH Credit Received	17,596.00	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/16/2023
ACH Credit Received	979.2	8.79E+12	ACHCGLOBAL PAYME	3/16/2023
ACH Credit Received	419,478.64	8.79E+12	ACHCGLOBAL PAYME	3/16/2023
Deposit	397.87		DP0002103462212I	3/16/2023
Deposit	1,821.26		ICLD02408233211I	3/16/2023
Miscellaneous Credit	1,760.97		MSCR000000000111	3/16/2023
ACH Credit Received	328,163.66	AP0001892073	ACHCDE Florida O	3/17/2023
ACH Credit Received	22,956.33	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/17/2023
ACH Credit Received	11,595.96	Tyler0004672454	ACHCPAYMENTECH	3/17/2023
ACH Credit Received	64,164.86	2.02E+14	ACHCSTATE OF FLO	3/17/2023
ACH Credit Received	332.24	2.02E+14	ACHCSTATE OF FLO	3/17/2023
ACH Credit Received	15,246.22	24176	ACHC10L GOVDEALS	3/17/2023
ACH Credit Received	5,301.85	6582716809	ACHCAMERICAN EXP	3/17/2023
ACH Credit Received	48.15	8.79E+12	ACHCGLOBAL PAYME	3/17/2023
ACH Credit Received	526.9	8.79E+12	ACHCGLOBAL PAYME	3/17/2023
ACH Credit Received	363.02	8.79E+12	ACHCGLOBAL PAYME	3/17/2023
Miscellaneous Credit	3,199.01		MSCR000000000111	3/17/2023
ACH Credit Received	2,114.76	ACHRETURN	ACHCRETURN SETTL	3/20/2023
ACH Credit Received	22,031.57	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/20/2023
ACH Credit Received	1,779.60	Tyler0004672454	ACHCPAYMENTECH	3/20/2023
ACH Credit Received	107.18	2000005131	ACHCPEOPLES GAS	3/20/2023
ACH Credit Received	155.2	2000005131	ACHCPEOPLES GAS	3/20/2023
ACH Credit Received	313.37	2.02E+14	ACHCSTATE OF FLO	3/20/2023
ACH Credit Received	15	2.02E+14	ACHCSTATE OF FLO	3/20/2023
ACH Credit Received	81.67	3265 101487	ACHCGas South	3/20/2023
ACH Credit Received	3,903.95	5652	ACHCPASCOCLERKOP	3/20/2023
ACH Credit Received	320.68	8.79E+12	ACHCGLOBAL PAYME	3/20/2023
ACH Credit Received	662.58	8.79E+12	ACHCGLOBAL PAYME	3/20/2023
ACH Credit Received	251.87	8.79E+12	ACHCGLOBAL PAYME	3/20/2023

ACH Credit Received	2,560.29	8.79E+12	ACHCGLOBAL PAYME	3/20/2023
Deposit	549.96		ICLD02400346514I	3/20/2023
Deposit	885.37		DP0002106677563I	3/20/2023
Deposit	1,063.83		DP0002106677565I	3/20/2023
Deposit	34,937.09		ICLD02400480274I	3/20/2023
Miscellaneous Credit	3,391.56		MSCR000000000111	3/20/2023
ACH Credit Received	7,303.09	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/21/2023
ACH Credit Received	10,715.11	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/21/2023
ACH Credit Received	22,727.01	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/21/2023
ACH Credit Received	767.6	Tyler0004672454	ACHCPAYMENTECH	3/21/2023
ACH Credit Received	62,639.93	2.02E+14	ACHCSTATE OF FLO	3/21/2023
Deposit	134.95		ICLD02401017378I	3/21/2023
Deposit	151		ICLD02400888595I	3/21/2023
Deposit	1,238.90		DP0002108025693I	3/21/2023
Deposit	21,659.70		ICLD02400882958I	3/21/2023
Interest Credit	2,422.56		CNIT000000000000	3/21/2023
Miscellaneous Credit	3,364.41		MSCR000000000111	3/21/2023