



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, June 12, 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/249876477>

or dial in using your phone:

+1 (872) 240-3412 - Access Code: 249-876-477

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith

Roll Call – City Clerk Lori Hillman

Invocation – Associate Pastor Kendall Deford with the First Church of the Nazarene Zephyrhills

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

1.1 Padel Presentation - CEO Pascal Collard / Sarah Vande Berg Tennis & Wellness Center

1. Padel - City Council Presentation

1.2 National Small Cities and Towns Proclamation

1. National Small Cities and Towns Proclamation

1.3 Juneteenth Proclamation

1. Juneteenth

2. CONSENT ITEMS

2.1 Approval of May 22, 2023 Regular Meeting Minutes

1. M05-22-2023
- 2.2 Approval of May 15, 2023 Joint Planning/Council Workshop
 1. M05-15-2023 Joint Workshop
- 2.3 Appointment of Board Members
 1. BOARDS-2023.5 effective 5-23-2023
 2. BOARDS-2023.5 effective 7-1-2023
- 2.4 Mutual Aid Agreement No. 41-23-18 with Pasco County for Hurricane Disaster Debris Removal with Phillips and Jordan, Inc.
 1. Agreement to Piggyback--Pasco County(18824219.1)
 2. 20260109-Pasco County, FL-Original Contract
 3. Mutual Aid Agreement City-Pasco County-Phillips and Jordan
- 2.5 ESRI Three Year Agreement No. 41-23-18 GIS License Software Renewal (10-4-2023 through 10-4-2026)
 1. 41-23-18 ESRI Three Year Agreement Renewal 10-4-2023 thru 10-4-2026
 2. 41-20-27 ESRI Three Year Agreement 7-6-2020 thru 10-3-2023
- 2.6 Approval of Force Main Upsizing Charge to Trotters Crossing
 1. 05.25.23 Trotters 6 inch FM Bid PDF
 2. 05.25.23 Trotters 8 inch FM Bid PDF

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Water Supply Facilities Work Plan

Second 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 Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance 1454-23 on the Second Reading
 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
- 3.2 Blue Triton Brands Annexation

Second Reading **ORDINANCE NO. 1458-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO**

BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 13-26-21-0110-00000-0010 LOCATED AT 4211 AND 4210 BREEZEWOOD DRIVE; 4210 AND 4211 CAMPHORWOOD LANE; 39101 AND 39119 WOODLAND DRIVE, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1458-23 on the Second Reading
- 1. ANX 14-22 Staff Report for Blue Triton ANX REZONE FLUMA
- 2. ANX 14-22 Attachments for Blue Triton ANX REZONE FLUMA
- 3. Ordinance 1458-23 BTB Annexation June 9 2023

- 3.3 Blue Triton Brands Future Land Use Map Amendment (FLUMA) and Rezoning Second Reading **ORDINANCE NO. 1459-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-3 (THREE RESIDENTIAL DWELLING UNITS PER ACRE) TO CITY I (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY R-1 TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 7.640 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 13-26-21-0110-00000-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1459-23 on the Second Reading
- 1. ANX 14-22 Staff Report for Blue Triton ANX REZONE FLUMA (3)
- 2. ANX 14-22 Attachments for Blue Triton ANX REZONE FLUMA (3)
- 3. Ordinance 1459-23 BTB FLUMA and Rezoning

- 3.4 Residential Moratorium First Reading **ORDINANCE NO. 1461-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1461-23 on the First Reading
- 1. Ordinance 1461-23 - Residential Development Moratorium (18824007.2)

4. CITY MANAGER'S REPORT

- 4.1 Request to Rename Lincoln Heights Park to Ellis Harrold Neighborhood Park
- 1. Request for Naming
 - 2. 698-15 Naming Policy

5. CITIZEN COMMENTS

- 5.1 Kim Earle - 37741 Phelps Road - Zephyrhills, FL
1. Kim Earle-Presentation-6-12-2023

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

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



PASCAL COLLARD & MARCOS DEL PILLAR
PRESENTS

WHY INVEST IN A PANORAMIC PADEL COURT

THE SVB TENNIS AND WELLNESS CENTER

QUICK INTRODUCTION TO PADEL

PADEL HAS OVER 25 MILLION PLAYERS WORLDWIDE. IT IS
EXPONENTIALLY GROWING IN THE USA, WHERE THE
NUMBER OF PADEL COURTS IS TO DOUBLE IN 2023.

OVER 8 MILLION PLAYERS ARE PROJECTED TO BE
PLAYING IN THE US BY 2030!

THE EXPOSURE ON TV AND THE ORGANIZATION OF
INTERNATIONAL EVENTS SUCH AS THE PPL WILL ALLOW
RAPID GROWTH, FACILITIES, AND COMMUNITIES SUCH AS
SVB TO BENEFIT FROM THE SPORTS EXPLOSIVE SUCCESS



DADDY YANKEE AT SVB

WHAT IS A PANORAMIC PADEL COURT?



A PANORAMIC COURT, OR 'POP-UP' COURT CAN BE PLACED ANYWHERE FOR A LIMITED TIME (ON A PLYWOOD BASE), OR INSTALLED PERMANENTLY ON A CONCRETE SLAB.

THE PRO PADEL LEAGUE'S FIRST INTERNATIONAL, 5-WEEK LONG EVENT IS TAKING PLACE AT SVB, AND IS BEING RETRANSMITTED ON CBS SPORTS, WHERE 100 MILLIONS VIEWERS HAVE ACCESS TO WATCHING THE FASTEST GROWING SPORT IN THE WORLD!

SVB'S PRO PADEL LEAGUE EVENT, WHERE THE TENNIS COURT WAS TRANSFORMED INTO A PADEL COURT

SVB TENNIS AND WELLNESS CENTER



IM AGES SPEAK LOUDER
THAN WORDS...
IT'S HAPPENING IN
ZEPHYRHILLS!



IMPLEMENTATION

➤ PHASE 01

PURCHASE OF PADEL COURT
\$70,000

PURCHASER:
SVB TENNIS CENTER

➤ PHASE 02

CONCRETE SLAB TO BE
INSTALLED

PURCHASER:
CITY OF ZEPHYRHILLS
+/- \$50,000

➤ PHASE 03

LET'S MAKE ZEPHYRHILLS THE
'TEMPLE' OF PADEL

CLOSEST COURTS ARE AT THE
USTA NATIONAL TENNIS
CENTER IN ORLANDO

THANK YOU



PROCLAMATION

WHEREAS, small cities and towns under 50,000 populations are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

WHEREAS, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

WHEREAS, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

WHEREAS, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

WHEREAS, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

WHEREAS, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

WHEREAS, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authorized vested in me as Mayor of the City of Zephyrhills do hereby proclaim the month of June 2023, as Small Cities Month, and encourage President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson
Melonie Bahr Monson, Mayor

Attest: *Lori L. Hillman*
Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, on September 22, 1862, President Abraham Lincoln issued the Emancipation Proclamation notifying the states in rebellion against the Union that if they did not cease their rebellion and return to the Union by January 1, 1863, he would declare their slaves forever free. This proclamation was ignored by those states that seceded from the Union; and

WHEREAS, June 19, 1865, referred to as Juneteenth, is considered the date when the last slaves in America were freed; and

WHEREAS, emancipation in Florida was proclaimed in Tallahassee on May 20, 1865, and for this reason Floridians traditionally celebrate Emancipation Day on May 20; and

WHEREAS, Juneteenth is celebrated because it symbolizes the end of slavery. Juneteenth has become to symbolize for many African-Americans what the fourth of July symbolizes for all Americans – freedom. It serves as an historical milestone reminding America of the triumph of the human spirit over the cruelty of slavery, honoring those who survived the inhumane institution of bondage as well as demonstrating pride in the legacy of resistance and perseverance; and

WHEREAS, Juneteenth is now celebrated annually across the United States on the weekend nearest June 19th and is the oldest celebration of the end of slavery in the United States.

NOW, THEREFORE, I, Melonie Bahr Monson, by the virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida, do hereby proclaim **June 17, 2023 as Juneteenth Community Celebration Day** in the City of Zephyrhills, Florida and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

IN WITNESS WHEREOF, I hereunto set my hand and caused the seal of the City of Zephyrhills, Florida to be affixed this 12th day of June, 2023.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson
Melonie Bahr Monson, Mayor

Attest: *Lori L. Hillman*
Lori L. Hillman, City Clerk

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on May 22, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (872) 240-3311 - Access Code: 776-482-533.

Council President Lance Smith called the meeting to order at 6:02 p.m. Roll call was taken. Present were members Jodi Wilkeson, Lance Smith, Charles Proctor, Kenneth Burgess, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. City Manager William Poe was present. City Attorney Matthew Maggard attended virtually.

Staff present: Police Chief Derek Brewer, Police Lieutenant Nathan Gardner, Public Works Director Shane LeBlanc, Public Information Officer Kevin Weiss, IT Director Mike Panak, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Library Director Peggy Panak, Senior Planner Rodney Corriveau and City Clerk Lori Hillman.

Senior Planner Rodney Corriveau delivered the innovation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Officer Howard – Recognition of Retirement

Police Chief Derek Brewer said retirement is an accomplishment but retiring as a police officer is a significant milestone and thanked Officer Howard for his 24 years of service with the City of Zephyrhills. Mayor Melonie Bahr Monson presented Officer Howard with a retirement plaque.

1.2 Carolyn Stoaks – Proclamation of Appreciation

Mayor Melonie Bahr Monson read aloud and presented Carolyn Stoaks with a proclamation of appreciation.

1.3 Public Works Proclamation

Mayor Melonie Bahr Monson read aloud and presented a proclamation to the Public Works Department. Public Works Director Shane LeBlanc commended the men and women of the Public Works Department for the job they do daily during inclement weather.

1.4 Older Americans Proclamation

Mayor Melonie Bahr Monson read aloud and presented Geralyn Fortney, Program Manager with the Area Agency on Aging, with an Older Americans proclamation.

1.5 East Pasco YMCA – Presentation

Operations Director of East Pasco YMCA Alex Delgado expressed his gratitude to the City of Zephyrhills for their partnership and support of the East Pasco YMCA. Alex spoke about members creating healthy habits, swim lessons, drowning prevention programs and the three (3) pillars of the East Pasco YMCA; Youth Development, Healthy Living and Social Responsibility. He recognized Zephyrhills Bottled Water dba Blue Triton Brands for their generous gift of \$5,000 that funded swim lessons for an entire first grade class at Chester Taylor Elementary and an entire third grade class at Tampa Christian Academy. He said the East Pasco YMCA Board consists of nine members and will be increased to 12 to 15 members by August 2023. A 10 week summer program will be held to include 770 children.

2. CONSENT ITEMS

2.1 Appoint New Library Advisory Board Member

2.2 American Infrastructure Development, Inc. (AID) Amendment No. 2 to Task Order No. 2021-01 Itinerant Apron Construction Administration Services

2.3 Approval of B.R.W. Contracting, Inc. Agreement No. 25-23-05 City Sidewalk Project

Jodi Wilkeson moved to approve all Consent Items. Seconded by Kenneth Burgess. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 First Reading RESOLUTION NO. 816-23 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE

GENERAL COMMERCIAL (C3) ZONING DISTRICT ON PARCEL 13-26-21-0070-12100-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.”

City Manager William Poe read Resolution No. 816-23 by title. Planning Director Todd Vande Berg said this item was continued from May 8, 2023 to a date specific to allow the applicant to respond to items of concern. He said business owners were present to answer questions and stated Engineer Matthew Norman with Boggs Engineering attended virtually.

Susan Swift, AICP, Boggs Engineering, LLC – 607 S. Alexander Street, Suite 101 – Plant City, FL

Ms. Swift narrated a PowerPoint presentation highlighting the site plan and conceptual renderings of the proposed conditional use located on approximately three acres. She said the site is a perfect location for the Premium Stone Gallery Warehouse, which is a permitted use, and is conducive for storage in the back to utilize the excess acreage that will not be visible. Properties in the surrounding area are zoned industrial and said recreational vehicle (RV) storage is one of the lowest traffic generators compared to other permitted uses in C3 – General Commercial zoning. The applicant has increased the landscape buffering and fencing around the Premium Stone Gallery Warehouse and RV storage area. She said there is a retention area in the back with a small swale retention area in the front. The benefits of this layout is that it provides good circulation for wide angle recreational vehicles and the building blocks the view of the storage area. The applicants received an Arborist Report that ranked the trees on site from 1 to 6 with no tree above a 3.5. She said there are a ballpark maximum of 66 RV spaces on the conceptual plan and due to the applicant’s commitment to preserve as many trees as possible, the number may change along with the shape of the pond and grading in the detailed engineering phase of the project. She said the proposed conditional use is consistent with the City’s Comprehensive Plan, compatible with the surrounding properties, and compliant with the City’s codes. The applicant has met or exceeded the requirements for buffering and the conditional use criteria. She requested Council’s approval of the RV Storage Conditional Use.

Senior Planner Todd Vande Berg said the applicant will receive credit for the trees that are removed and new trees that are planted. If trees are unable to be located on site, they will be placed in a tree mitigation bank. He referred to the site plan and said the landscape buffer along 20th Street has been expanded to a Type C buffer which is two staggering rows of trees and hedges. He said there is a condition to this resolution that outdoor storage cannot begin until the Certificate of Occupancy (CO) has been received for the Premium Stone Gallery Warehouse. Staff will work with the applicant to maximize tree preservation during the engineering site plan.

Spoke from the floor: Migdalia Carrero, co-owner, Premium Stone Gallery Warehouse, clarified that they are not only focused on recreational vehicle (RV) storage and are looking at all recreational items. She said they are flexible on the number of spaces because they understand Council’s concern to preserve the trees.

A public hearing was held and Geoff Dale of 5730 8th Street, Zephyrhills, FL addressed saving the Oak Trees and said you can’t have parking areas around Oak trees because their roots will create damage by ripping up the parking area.

Kenneth Burgess moved to approve Resolution No. 816-23 on the First Reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

3.2 Second Reading ORDINANCE NO. 1458-23 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 13-26-21-0110-00000-0010 LOCATED AT 4211 AND 4210 BREEZEWOOD DRIVE; 4210 AND 4211 CAMPHORWOOD LANE; 39101 AND 39119 WOODLAND DRIVE, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.”

City Manager William Poe requested this item be continued to a time certain of June 12, 2023.

Charles Proctor moved to continue Item 3.2 to a time certain of June 12, 2023. Seconded by Jodi Wilkeson. Motion passed unanimously.

3.3 Second Reading **ORDINANCE NO. 1459-23 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-3 (THREE RESIDENTIAL DWELLING UNITS PER ACRE) TO CITY I (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY R-1 TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 7.640 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 13-26-21-0110-00000-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.”**

City Manager William Poe requested this item be continued to a time certain of June 12, 2023.

Jodi Wilkeson moved to continue Item 3.3 to a time certain of June 12, 2023. Seconded by Kenneth Burgess. Motion passed unanimously.

4. CITY MANAGER’S REPORT

4.1 Discussion to temporarily suspend new residential land use actions: Annexations, Future Land Use Map Amendments, Rezonings, Conditional Uses, Variances, and petitions for Major PUD modifications on property over 1 acre.

City Manager William Poe said at the May 15, 2023 Joint City Council/Planning Commission Workshop, staff was directed to bring back information to consider a temporary suspension for accepting applications for rezonings, major amendments to master development plan agreements, site plan approvals, plat approvals, and variances for residential development to allow time to study the City’s water use permit, Land Development Regulations, and impact fees. In order for a moratorium on development to be valid, the moratorium must be adopted in good faith, for a limited duration, and for the purpose of developing a plan to address a specific issue. Furthermore, local government must act expeditiously to address the issue and hold two properly advertised meetings. Should the City move forward, the meetings would be held on June 12th and June 26th. Staff recommended an ordinance be drafted to temporarily suspend new residential land use applications for annexations, future land use map amendments, rezonings, conditional uses, variances, and petitions for major PUD modifications with the length of temporary suspension to be determined by Council.

Spoke from the floor: Bret Nye – 36712 Covington Road – Dade City, FL

Mr. Nye said he owns Century 21 Bill Nye Realty and Nye Commercial Advisors, employing 15 employees locally. He said these multi-family sites in question take years to bring players to the area, prep for engineering, conduct site work and consult with planning. He said to rip the carpet out from underneath a hand full of developers who have spent millions of dollars would not be fair.

Attorney Lynn Johnson – 401 E. Jackson – Tampa, FL

Attorney Johnson said he represents Chad Pettinato and David Waronker, who were present, and their various developments. He said he has had discussions with staff and said if the moratorium were approved today, the City would probably not begin pumping water for two years or longer. The City has multiple projects that have been in que for many months, some for a couple of months and they all began on one assumption and spent a lot of money on planners and engineers. In the interest of fairness, if the City chooses to impose a moratorium, he urged Council to impose a moratorium with an effective date of June 12th or on the second reading subject to Council’s desires.

Chad Pettinato - 17802 St. Lucia Isle Drive – Tampa, FL

Mr. Pettinato echoed Lynn Johnson's comments and said he understands something has to happen and requested Council act responsibly to allow time for projects that have been in place for the last two years, who have spent hundreds of thousands of dollars, to get to a point to continue versus abruptly stopping and crushing the investments that have been made since most of these developments are trying to create affordable housing which is needed in this area.

Geoff Dale – 5730 8th Street – Zephyrhills, FL

Mr. Dale referred to a property he owns at 38250 13th Avenue where he has been working with engineers and planning on a site plan for a multiplex. He urged Council to let the projects continue that are currently in the process.

David Waronker – 1870 Beechridge Road – Celebration, FL

Mr. Waronker said he has been developing for 44 years and has been through a few moratoriums which are painful for developers. He said real estate used to be location, location, location and anymore it's now water, water, water. He said he understands the City being proactive with the water situation and issuing a moratorium but said that he wouldn't stop the approval process. He suggested notifying the applicants that there is no water currently, for a clear understanding, and let developers proceed with surveying, engineering, planning, applications, etc. at their own risk. He said he has been involved with Dundee and Haines City in Polk County with water issues and Polk County now has a Tri-County Water Agreement; borrowing water from adjoining cities temporarily. He offered his services, his attorney, and his engineer's assistance to the City.

Councilman Spina said the idea for the moratorium is to allow staff a chance to review the City's water use permit, impact fees, Comprehensive Plan, address density issues, and assess traffic issues. He asked if he was correct in stating that most of the projects being spoke about tonight are within the scope of continuing on.

City Manager William Poe responded to Councilman Spina's question and said at the conclusion of the workshop, the answer would be no because site plans and construction plans had to be approved. Since the workshop, staff held discussions amongst themselves and the development community and have moved the line in the sand to if a project has been submitted to the City, the project can continue to move forward. The City will not accept any new applications. So what staff is proposing tonight, the answer is yes which is different than when we left the workshop. He said staff's understanding following the workshop was all development would be stopped unless they were approved. Tonight, it's a different recommendation. The proposed moratorium would affect residential districts and does not apply to commercial, industrial, or infill projects less than one acre.

Planning Director Todd Vande Berg said if Council are in consensus with the recommendation by staff and the City Manager, staff will bring back a detailed list of every project to-date at the first reading of the moratorium and notify every applicant that has submitted an application to make sure they understand that they would be grandfathered in on the moratorium. He said since the City is in the process of updating their comprehensive plan and Pasco County is also in the process of updating their comprehensive plan, staff will make sure the City is communicating with Pasco County about growth, development, transportation, and water during their visioning in areas of proximity to Zephyrhills.

Council President Smith said if the City moves forward with the Moratorium, there will be a lag in development and suggested staff create a proceed at your own risk comprehensive agreement. He said the City can impose restrictions on development but if Pasco County continues to develop, the City will continue to be impacted by Pasco County's growth.

Councilman Spina said there will be repercussions because we don't know who may have come here and will now go somewhere else and that is some of the risk the City takes.

Councilman Kenneth Burgess said for the last couple of years he has been pushing for growth to slow down, and talking about density. He said he was initially against a moratorium but believes the City is at a point now that a moratorium is necessary. In fairness, Council can consider ways to be fair to developers but Council needs to also consider the 18,000 residents in our community. He said water is our life blood but we still have to deal with traffic, law enforcement, and issues that come with development and all avenues need to be considered.

City Manager William Poe said staff have scheduled a meeting with Pasco County on June 27, 2023 to discuss a potential partnership with water. He clarified that Council is in consensus with staff's recommendation of no new applications for a clear understanding in creating an ordinance.

Councilman Burgess said the City needs to move forward with caution and an understanding that water may not be available.

Councilwoman Wilkeson said an agreement needs to be created for developers.

5. CITIZEN COMMENTS

Geoff Dale – 5730 8th Street – Zephyrhills, FL

Mr. Dale shared an option to create water that is done in Africa, Australia, the UK and hard to reach areas called an atmospheric water generator. He said essentially, a giant generator pulls humidity in and sucks out all the heat, and with the use of filters, the air turns into fresh water.

David Warronker – 1870 Beechridge Road – Celebration, FL

Mr. Warronker referred to the YMCA presentation and Blue Triton Brands donating \$5,000 and said he and his wife will also donate \$5,000.

Warren Earle – 3822 Florid Ranch Blvd. – Zephyrhills, FL

Mr. Earle requested a US-301 update.

Council President Smith said there are two top transportation projects planned for US-301 through the Department of Transportation (DOT); four-laning of US-301 from SR-39 to SR-56, and a multi-laning through Zephyrhills from Eiland Blvd. to SR-39. These projects will not begin until 2028 or 2029.

Devin Alexander – 5327 Tangerine Drive – Zephyrhills, FL

Mr. Alexander suggested Council consider live streaming Council meetings. He said with the City's continuous growth, it is a good opportunity for the City to be more transparent. Studies show live streaming increases transparency with accessibility reaching a wider audience, and provides an opportunity for citizens to potentially invest and learn more about Zephyrhills.

Seth Healy – 6118 8th Street, representing the Zephyrhills Police Officer's Union

Mr. Healy addressed the City Manager and asked if he had an update to the pay study they previously discussed.

City Manager William Poe said he did not and requested Mr. Healy meet with him tomorrow in his office to discuss the Pay Study rather than at a public meeting.

Rosie Paulsen – Rosie Paulsen Enterprises – 4730 Timberway

Ms. Paulsen said the City is experiencing a lot of growth and with the budget process coming up, she would like a Business Liaison position added. A person employed through the City to work with Main Street and the Chamber of Commerce to actively seek quality businesses.

Mayor Melonie Bahr Monson addressed Ms. Paulsen and said there is a program in place through the Zephyrhills Economic Development Coalition that works with the City, Pasco County, and Chamber of Commerce.

MAYOR ANNOUNCEMENTS – Mayor Monson thanked staff and City Council for addressing the issues of growth. She appreciates the City is looking at transportation and water but said the City is going to continue to be boxed in by Pasco County. She said the Military Museum held a Vietnam Veterans' Pinning Ceremony on Saturday and honored in excess of 100 Veterans. The event was attended by Congresswoman Laurel Lee and Executive

Director of the Florida Department of Veterans Affairs General James Hartsell. She thanked the Daughters of the American Revolution (DAR) for hosting the event. She encouraged everyone to attend the Memorial Day event at Oakside Cemetery on Monday, May 29th at 11:00 a.m.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said the Summer Recreation Program (tennis, swimming, bowling and movies) begins June 5th and runs through July 6th for 120 children, free of charge, 8 - 12. The City has submitted the Water Use Permit (WUP) modification to the Southwest Florida Water Management District (SWFWMD).

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess recognized the Public Works Department, and Senior Planner Rodney Corriveau for delivering the invocation. He said in the 70's they used to broadcast the City Council meetings on the WPAS radio station; must hear radio at the time.

Councilwoman Wilkeson congratulated Devin Alexander who was recently named Treasurer of the Business Professionals of America, a national organization.

Councilman Proctor thanked Devin Alexander for his suggestion to live stream meetings to show transparency and thanked the Public Works Department.

Councilman Spina asked the City Manager when he was going to start the budget process, asked if HR was working on the salary survey, and recommended a Budget Workshop.

City Manager William Poe said department heads will receive budget sheets May 23rd with a return deadline of June 2. He said HR is working on the salary survey and suggested a Budget Workshop be held on Monday, June 5th at 6:00 p.m.

Council President Smith acknowledged Government Liaison Amber Smith with the Southwest Florida Water Management District and thanked Devin Alexander for his live streaming idea. He and Planning Director Todd Vande Berg are coordinating a meeting with DOT to address the traffic signal timing on US-301 and will bring back explanations.

Councilman Spina said the City Manager held his first job at the East Pasco YMCA working the front desk, in the weight room and as a lifeguard.

Meeting adjourned: 7:43 p.m.
Submitted by Lori L. Hillman

JOINT WORKSHOP

A Planning Commission/Council Joint Workshop was held on May 15, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (224) 501-3412 - Access Code: 602-090-269.

Council President Smith called the meeting to order. Roll call was taken. Present were members Lance Smith, Charles Proctor, Kenneth Burgess, Steven F. Spina, Ph.D., Mayor Melonie Bahr Monson, Christa Remington, Beth Aker, Randy Stovall, Tracy Sullivan, David Armstrong, Ellen Taylor and Rosie Paulsen. Jodi Wilkeson and Thomas Vanater were absent. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Planning Director Todd Vande Berg, Building Official Bill Burgess, Utility Director John Bostic, CRA Director Gail Hamilton, Public Works Director Shane LeBlanc, Public Information Officer Kevin Weiss, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman.

1. WORKSHOP ITEMS

1.1 Senate Bill 102

City Attorney Matthew Maggard narrated a PowerPoint presentation of Senate Bill 102 known as the “Live Local Act.” This bill includes a variety of housing policies to include funding and tax credits, affordable housing tax exemptions, zoning, land use and the role of local government, state housing strategy and Florida Housing Finance Corporation and Technical Assistance effective July 1, 2023.

- **Zoning, Land Use and the Role of Local Government** preempts all local government’s regulation on zoning, density and height restrictions for multi-family or mixed-used affordable housing developments that are proposed to be constructed in commercial, industrial, and light-industrial areas; prohibits local governments from imposing rent control ordinances or regulations; and requires all government owned lands appropriate for affordable housing be listed on the government’s website.

- (7)(a) A municipality must authorize multi-family and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined by s. 420.0004; notwithstanding any other law, local ordinance, or regulation to the contrary. A municipality may not require a proposed multi-family development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. City Attorney Matthew Maggard said Airport Zoning is not considered residential and would fall into this category.

- **When is the Live Local Act Triggered?** A multi-family residential rental development is proposed in an area zoned commercial, industrial or mixed-use and 40 percent or more of the residential units are considered “Affordable Housing” or a mixed-use residential development is proposed in an area zoned commercial, industrial or mixed-use and at least 65 percent of the total square footage must be used for residential purposes. City Attorney Matthew Maggard said mixed-use is not required to be rental and does not specify what other uses may make-up the remainder of the mixed-use (i.e, commercial, light industrial or industrial).

- **What does this mean for Zephyrhills?** The City may not require a proposed multi-family development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendments for building height, zoning or density.

- (7)(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed. City Attorney Matthew Maggard clarified whatever the highest density is on any parcel of land is what can be permitted here.

- (7)(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction with one (1) mile of the proposed development or three (3) stories, whichever is higher. City Attorney Matthew Maggard clarified if a development is within a mile of the ACME property, it may be four (4) stories.

- (7)(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development has satisfied the municipalities land development regulations for multi-family

developments in the areas zoned for such use and is otherwise consistent with the Comprehension Plan, with the exception of provisions establishing allowable densities, height and land use.

- (7)(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's Land Development Code. City Attorney Matthew Maggard said the City does not have this definition in the City's Land Development Code so this subsection would not apply.

(7)(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use, must authorize a proposed multi-family development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multi-family development is mixed-use residential. City Attorney Matthew Maggard said the mixed-use part of this would apply but not the multi-family.

A discussion ensued around the meaning of affordable housing which is generally defined as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities. City Attorney Matthew Maggard said the City's density could be changed as long as it was in effect prior to July 1, 2023, and the City would have to decide if this would be practical and/or feasible. Senior Planner Todd Vande Berg said staff and Council have discussed changing the density for a while. He said realistically, it would require changing the Future Land Use Element in the City's Comprehensive Plan which is a four-to-five month process. The consensus is that all development will be temporarily suspended.

1.2 General Planning Update

N/A

1.3 Residential Development

N/A

CITIZEN COMMENTS

N/A

Meeting adjourned: 7:58 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.3

Appointment of Board Members

Issue:

Boards of the City of Zephyrhills' three-year terms are expiring June 30, 2023.

Background:

All board members' terms are staggered with three-year terms. Per the City's Charter, Council shall fill by appointment all offices except those required to be filled by election of the voters.

All members with terms expiring on June 30, 2023 have been contacted and have chosen to continue through June 30, 2027.

Attachment(s):

1. BOARDS-2023.5 effective 5-23-2023
2. BOARDS-2023.5 effective 7-1-2023

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends City Council reappoint board members with terms expiring June 30, 2023.

BOARDS OF THE CITY OF ZEPHYRHILLS

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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BOARD OF ADJUSTMENT, CODE ENFORCEMENT, AND APPEALS

			June 30	
3 Yr.	Gary Hatrick - 8/01 highroadzhills@aol.com	5510 12 th Street 312-7119	2024	- <u>3</u>
3 Yr.	Bob Dodd- 9/06 b.dodd@highlandhomes.org	5307 20 th Street c/813-368-8066	2023	- <u>2</u>
3 Yr.	David Armstrong – 1/07 darmstr312@gmail.com	7251 16 th Street 782-0245	2025	- <u>4</u>
3 Yr.	Louie Sellars – 12/09 louiesellars@msn.com	38836 9 th Avenue 782-6509	2025	- <u>1</u>
3 Yr.	OPEN/VACANT		2024	- <u>5</u>

PLANNING COMMISSION

			June 30	
3 Yr.	Christa Remington – 06/2022 clremington@yahoo.com	5706 Wedgefield Dr. 863-243-1579	2023	- <u>2</u>
3 Yr.	Thomas Vanater – 6/22 vanatert@aol.com	6151 Silver Oaks Dr. - 813-300-7120	2023	- <u>4</u>
3 Yr.	Mayor Bahr Monson – 6/13 mmonson@ci.zephyrhills.fl.us	5920 Newberry Court - 813-469-4540	2023	- <u>7</u>
3 Yr.	Beth Aker – 3/15 baker36@tampabay.rr.com	9744 U.S. 301 – DC 937-489-1677	2025	- <u>3</u>
3 Yr.	Randy Stovall – 06/2022 rstov22@verizon.net	38314 Centennial Rd. 813-312-3585	2024	- <u>5</u>
3 Yr.	Tracy Sullivan – 3/05 sallyd2@msn.com	37140 Foxrun Place 715-9008	2025	- <u>1</u>
3 Yr.	David Armstrong – 7/01 darmstr312@gmail.com	7251 16 th Street 782-0245	2025	- <u>6</u>
3 Yr.	Ellen Taylor – 12/2022 ellentaylor4445@gmail.com	6051 10 th Street 813-723-9661	2025	- A/L(1)
3 Yr.	Rosie Paulsen – 2/2023 rosie@rosiepaulsen.com	4730 Timber Way 813-909-6965	2024	- A/L(2)

AIRPORT AUTHORITY

			June 30	
3 Yr.	Dan Evans 5/05 Dandevon45@aol.com	7456 Alafia Ridge Loop Riverview 33567 - 813-299-0431	2025	- <u>1</u>
3 Yr.	William T. Castle – 2/12 Billcastle38@outlook.com	6711 Pistachio Street - 570-772-3717 Zephyrhills, FL 33542	2023	- <u>2</u>

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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AIRPORT AUTHORITY

			June 30	
3 Yr.	Matthew Laseter – 6/21 mlaseter@me.com	6500 Brentwood - C370-6970 Zephyrhills, FL 33542	2024	- <u>3</u>
3 Yr.	Erik Meredith – 8/21 Erik.Meredith@yahoo.com	5219 Braddock Dr. C813-469-4669 B813-291-0477 H813-469-4669	2025	- <u>4</u>
3 Yr.	Kenneth Leslie – 8/19 Kbwd37@aol.com	5213 Lantana Street – Z'hills C223-1351 813-469-7677	2024	- <u>5</u>
3 Yr.	Erwin Buzz Hohman – 8/14 vgi@verizon.net	4325 Honey Vista Cr. Tpa C205-0180	2023	- <u>6</u>
3 Yr.	David Inman – 7/22 dinman79@gmail.com	14001 Natures Reserve Dr. 858-212-2869 Lithia, FL 33547	2023	- <u>Mayor (7)</u>

LIBRARY BOARD

			June 30	
3 Yr.	Jerald Pricher - 12/97 jerry@pricher.net	5138 20 th Street 788-2547	2023	
3 Yr.	Joseph Pless – 5/23 joseph.h.pless@gmail.com	38832 South Avenue 352-206-8491	2024	
3 Yr.	Anjalie Bedi – 7/15 Anjali.bedi1952@gmail.com	10743 Corey Lake Dr. 782-0858	2024	
3 Yr.	Isabelle Mandanici Bellemary1941@gmail.com	38138 Overbrook Blvd. 813-285-6033	2025	
3 Yr.	Nicole Purcell - 11/16 Npurcell79@gmail.com	38138 Jendrai Ave. 766-2937	2025	

HISTORIC PRESERVATION BOARD

			June 30	
3 Yr.	Tony Kerns – 06/21 tony@kfc-inc.com	11927 Pasco Trails Blvd. C294-5158	2023	
3 Yr.	Jennifer Navarro – 6/18 navarroj0607@gmail.com	5011 9 th Street	2024	
3 Yr.	Tracy Sullivan – 3/05	5201 10 th Street 715-9008	2024	
3 Yr.	Eileen Westermann – 6/22 eawestermann2016@gmail.com	5522 17 th Street C-727-301-6906	2024	
3 Yr.	Jason Aiken – 02/05	5522 9 th Street 788-4175	2025	
3 Yr.	OPEN/VACANT		2024 A/L(1)	
3 Yr.	Erica Freeman ericadawn16@yahoo.com	37519 8 th Ave. C-813-843-2517	2024 A/L(2)	

PARKS AND RECREATION BOARD

			June 30	
3 Yr.	Norman Scheuerman - 6/21 Mocs1998@gmail.com	3706 Geiger Road 748-7948	2023	

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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PARKS AND RECREATION BOARD

3 Yr.	Lily Mohler – 4/22 rroberts@police.zephyrhills.fl.us	5045 Summer Hill Dr. C-843-3682	June 30 2023
3 Yr.	Nicole Hamilton – 6/13 watermistress@sbcglobal.net	36175 Jenny Lynne Cr.	240-2973 2024
3 Yr.	Dave Walters – 6/13 davewalters12@msn.com	8402 Angela Court	862-5040 2024
3 Yr.	Gary Hatrick – 7/13 highroadzhills@aol.com	5510 12 th Street	312-7119 2024
3 Yr.	OPEN/VACANT		2025
3 Yr.	Tracy Mahon – 5/16 tmahon@fnbpasco.com	P.O. Box 1377	386-433-6050 2025

CITY COUNCIL

		<u>Seat No.</u>	<u>Term Expires</u>
Jodi Wilkeson	5816 18 th Street C/813-997-7194 jwilkeson@ci.zephyrhills.fl.us	3	4/2024
Charlie Proctor	5529 8 th Street C/813-780-1858 cproctor@ci.zephyrhills.fl.us	5	4/2024
Lance Smith	6426 Huntington Drive C/813-997-3981 lsmith@ci.zephyrhills.fl.us	1	4/2025
Ken Burgess	6725 Northlake Drive C/813-997-5314 kburgess@ci.zephyrhills.fl.us	4	4/2025
Melonie Bahr Monson	5920 Newberry Court C/813-469-4540 mmonson@ci.zephyrhills.fl.us	Mayor	4/2027
Steven F. Spina	6340 Huntington Drive C/813-714-6292 sspina@ci.zephyrhills.fl.us	2	4/2027

Effective April 11, 2023 Council Terms increased from three (3) to four (4) years via Proposition Two and Mayor Terms increased from three (3) to four (4) years via Proposition Three.

BOARDS OF THE CITY OF ZEPHYRHILLS

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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BOARD OF ADJUSTMENT, CODE ENFORCEMENT, AND APPEALS

3 Yr.	Gary Hatrick - 8/01 highroadzhills@aol.com	5510 12 th Street	312-7119	June 30 2024	- <u>3</u>
3 Yr.	Bob Dodd- 9/06 b.dodd@highlandhomes.org	5307 20 th Street	c/813-368-8066	2026	- <u>2</u>
3 Yr.	David Armstrong – 1/07 darmstr312@gmail.com	7251 16 th Street	782-0245	2025	- <u>4</u>
3 Yr.	Louie Sellars – 12/09 louiesellars@msn.com	38836 9 th Avenue	782-6509	2025	- <u>1</u>
3 Yr.	OPEN/VACANT			2024	- <u>5</u>

PLANNING COMMISSION

3 Yr.	Christa Remington – 06/2022 clremington@yahoo.com	5706 Wedgefield Dr.	863-243-1579	June 30 2026	- <u>2</u>
3 Yr.	Thomas Vanater – 6/22 vanatert@aol.com	6151 Silver Oaks Dr.	813-300-7120	2026	- <u>4</u>
3 Yr.	Mayor Bahr Monson – 6/13 mmonson@ci.zephyrhills.fl.us	5920 Newberry Court	813-469-4540	2026	- <u>7</u>
3 Yr.	Beth Aker – 3/15 baker36@tampabay.rr.com	9744 U.S. 301 – DC	937-489-1677	2025	- <u>3</u>
3 Yr.	Randy Stovall – 06/2022 rstov22@verizon.net	38314 Centennial Rd.	813-312-3585	2024	- <u>5</u>
3 Yr.	Tracy Sullivan – 3/05 sallyd2@msn.com	37140 Foxrun Place	715-9008	2025	- <u>1</u>
3 Yr.	David Armstrong – 7/01 darmstr312@gmail.com	7251 16 th Street	782-0245	2025	- <u>6</u>
3 Yr.	Ellen Taylor – 12/2022 ellentaylor4445@gmail.com	6051 10 th Street	813-723-9661	2025	- A/L(1)
3 Yr.	Rosie Paulsen – 2/2023 rosie@rosiepaulsen.com	4730 Timber Way	813-909-6965	2024	- A/L(2)

AIRPORT AUTHORITY

3 Yr.	Dan Evans 5/05 Dandevon45@aol.com	7456 Alafia Ridge Loop	Riverview 33567 - 813-299-0431	June 30 2025	- <u>1</u>
3 Yr.	William T. Castle – 2/12 Billcastle38@outlook.com	6711 Pistachio Street	570-772-3717	2026	- <u>2</u>
		Zephyrhills, FL 33542			

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3 Yr.	Erik Meredith – 8/21 Erik.Meredith@yahoo.com	5219 Braddock Dr. C813-469-4669 B813-291-0477 H813-469-4669	2025	- <u>4</u>
3 Yr.	Kenneth Leslie – 8/19 Kbwd37@aol.com	5213 Lantana Street – Z'hills C223-1351 813-469-7677	2024	- <u>5</u>
3 Yr.	Erwin Buzz Hohman – 8/14 vgi@verizon.net	4325 Honey Vista Cr. Tpa C205-0180	2026	- <u>6</u>
3 Yr.	David Inman – 7/22 dinman79@gmail.com	14001 Natures Reserve Dr. 858-212-2869 Lithia, FL 33547	2026	- <u>Mayor (7)</u>

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3 Yr.	Joseph Pless – 5/23 joseph.h.pless@gmail.com	38832 South Avenue 352-206-8491	2024	
3 Yr.	Anjalie Bedi – 7/15 Anjali.bedi1952@gmail.com	10743 Corey Lake Dr. 782-0858	2024	
3 Yr.	Isabelle Mandanici Bellemary1941@gmail.com	38138 Overbrook Blvd. 813-285-6033	2025	
3 Yr.	Nicole Purcell - 11/16 Npurcell79@gmail.com	38138 Jendrai Ave. 766-2937	2025	

HISTORIC PRESERVATION BOARD

			June 30	
3 Yr.	Tony Kerns – 06/21 tony@kfc-inc.com	11927 Pasco Trails Blvd. C294-5158	2026	
3 Yr.	Jennifer Navarro – 6/18 navarroj0607@gmail.com	5011 9 th Street	2024	
3 Yr.	Tracy Sullivan – 3/05	5201 10 th Street 715-9008	2024	
3 Yr.	Eileen Westermann – 6/22 eawestermann2016@gmail.com	5522 17 th Street C-727-301-6906	2024	
3 Yr.	Jason Aiken – 02/05	5522 9 th Street 788-4175	2025	
3 Yr.	OPEN/VACANT		2024 A/L(1)	
3 Yr.	Erica Freeman ericadawn16@yahoo.com	37519 8 th Ave. C-813-843-2517	2024 A/L(2)	

PARKS AND RECREATION BOARD

			June 30	
3 Yr.	Norman Scheuerman - 6/21 Mocs1998@gmail.com	3706 Geiger Road 748-7948	2026	

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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PARKS AND RECREATION BOARD

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3 Yr.	Nicole Hamilton – 6/13 watermistress@sbcglobal.net	36175 Jenny Lynne Cr.	240-2973 2024
3 Yr.	Dave Walters – 6/13 davewalters12@msn.com	8402 Angela Court	862-5040 2024
3 Yr.	Gary Hatrick – 7/13 highroadzhills@aol.com	5510 12 th Street	312-7119 2024
3 Yr.	OPEN/VACANT Christian4785@gmail.com		2025
3 Yr.	Tracy Mahon – 5/16 tmahon@fnbpasco.com	P.O. Box 1377	386-433-6050 2025

CITY COUNCIL

		<u>Seat No.</u>	<u>Term Expires</u>
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Charlie Proctor	5529 8 th Street C/813-780-1858 cproctor@ci.zephyrhills.fl.us	5	4/2024
Lance Smith	6426 Huntington Drive C/813-997-3981 lsmith@ci.zephyrhills.fl.us	1	4/2025
Ken Burgess	6725 Northlake Drive C/813-997-5314 kburgess@ci.zephyrhills.fl.us	4	4/2025
Melonie Bahr Monson	5920 Newberry Court C/813-469-4540 mmonson@ci.zephyrhills.fl.us	Mayor	4/2027
Steven F. Spina	6340 Huntington Drive C/813-714-6292 sspina@ci.zephyrhills.fl.us	2	4/2027

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CONSENT ITEMS 2.4

Mutual Aid Agreement No. 41-23-18 with Pasco County for Hurricane Disaster Debris Removal with Phillips and Jordan, Inc.

Issue:

Disaster Recovery and Debris Removal Agreement in preparation for the 2023 hurricane season.

Background:

Each year hurricane season begins on June 1st and lasts five (5) months, with storms typically peaking in August and September. With hurricane season upon us, the City is preparing for prompt and efficient response and recovery to protect lives and property through the rapid and orderly start of restoration and rehabilitation following emergencies. Pasco County entered into an agreement with Phillips and Jordan, Inc. for Disaster Debris Collection, Reduction, & Disposal in April 2023. The City of Zephyrhills would like to enter into a Mutual Aid Agreement with Pasco County and Phillips and Jordan, Inc. for Hurricane/Disaster Debris Removal, Reduction and Disposal.

Attachment(s):

1. Agreement to Piggyback--Pasco County(18824219.1)
2. 20260109-Pasco County, FL-Original Contract
3. Mutual Aid Agreement City-Pasco County-Phillips and Jordan

Fiscal Impact:

N/A

Staff Recommendation:

Staff requests Council's approval of a Mutual Aid Agreement with Pasco County and Phillips and Jordan, Inc. for Hurricane Recovery Services.

AGREEMENT TO PIGGYBACK A CONTRACT
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **PHILLIPS & JORDAN, INC.**, whose business address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922 (“Professional”) entered into an agreement dated April 4, 2023, with **PASCO COUNTY, FLORIDA**, a political subdivision (RFP-RH-22-194), procured pursuant to F.S. §287.057, for professional engineering environmental services (the “Agreement”).

WHEREAS, the City of Zephyrhills, 5335 8th St., Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Professional and PASCO COUNTY, FLORIDA for utilization of the same or similar services and the Professional consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Professional affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Professional in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Professional agree to follow the current Agreement term that expires on April 3, 2026, as agreed to by PASCO COUNTY, FLORIDA and the Professional.
4. This piggyback shall be based on the arrangements made in the PASCO COUNTY AGREEMENT FOR DISASTER RECOVERY & DEBRIS REMOVAL RFP-RH-22-194.
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’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.

8. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
9. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

[The remainder of page is left blank intentionally. Signature page to follow.]

PHILLIPS & JORDAN, INC.

City of Zephyrhills

Signature Date

Print Name

Title

WITNESS

Signature Date

Lance A. Smith
Council President

6/12/2023

Date

ATTEST

Lori Hillman
City Clerk

6/12/2023

Date

Matthew E. Maggard
City Attorney

6/12/2023

Date

AGREEMENT

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, by and through its Board of County Commissioners, hereinafter called COUNTY, and Phillips and Jordan, Inc. that is registered to do business in Florida, whose business address is 10142 Parkside Dr., Suite 500, Knoxville, TN 37804, hereinafter called the CONTRACTOR.

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Request for Proposal Documents and Contractor's response (which are incorporated herein and attached hereto as Exhibits A and B) for:

DISASTER RECOVERY & DEBRIS REMOVAL

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2. This Agreement shall be effective for an initial term of three years from the date of execution of the Agreement by the Pasco County Board of County Commissioners, and it may be renewed for two additional one-year terms at the discretion of the County.
3. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall be based on the unit prices stated in the RFP Proposal (which is incorporated herein attached and hereto as Exhibit B), for a total sum not to exceed \$10,000,000.00 for the initial term of the Agreement unless increased by the County.
4. All requests for payments shall be submitted to Pasco County. All such requests must include documentation necessary to support all charges reflected on the payment request. All payments due and owing under this Contract will be processed in accordance with the Florida Prompt Payment Act. The COUNTY specifically reserves the right to reject any defective work performed by the CONTRACTOR and to have such work redone at the CONTRACTOR's sole expense. The making of an Application for Final Payment, or acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against the COUNTY, except for those previously submitted in writing in prior to receipt of Final Payment.

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5. The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by the COUNTY of any progress payment or Final Payment, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY, the issuance of a Certificate of Final Completion, the occurrence or absence of any act of acceptance by the COUNTY, or any correction of defective Work by the COUNTY shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by a properly executed Change Order.
6. The COUNTY may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever the COUNTY shall determine that such complete or partial termination is in the best interest of the COUNTY. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination for Convenience, specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.
7. **Time is of the essence of this Agreement.** Timely completion of the Work after the issuance of a Notice to Proceed is of central importance to the COUNTY.
8. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement and concur that the sum of \$500.00 per diem bears a reasonable relationship to the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in any Notice to Proceed issued during the term of the Contract, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.
9. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital

status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance.

Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. The above Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability

10. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the RFP Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price when required by the Bid Documents, within ten (10) days following Notification of Award.
11. The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney's fees, arising out of or resulting from the CONTRACTOR's errors, omissions, mistakes, and/or negligence. The CONTRACTOR shall further be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorneys' fees, arising out of or resulting from the errors, omissions, mistakes, and/or negligence of any SUBCONTRACTOR(S) and/or SUBCONTRACTOR(S) engaged by CONTRACTOR during the Effective Period of this Agreement performing or furnishing services, work and materials pursuant to this Agreement or any TASK ORDER(S) issued hereunder. The CONTRACTOR shall not be liable to nor indemnify the COUNTY for any portion of damages or claims arising out of error, omission, and/or negligence of the COUNTY, its employees, designated representatives, and agents. The CONTRACTOR's indemnification obligation under this provision shall not be limited in any way to the consideration hereunder, the agreed upon contract price as shown in this Agreement, or the CONTRACTOR's lack of sufficient insurance protection. The CONTRACTOR hereby acknowledges and expressly agrees that the compensation to be paid to the CONTRACTOR by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.
12. This Agreement and any changes thereto constitute the entire agreement between CONTRACTOR and COUNTY relating to the Work. There are no previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.

13. Except as specifically provided herein, no assignment of this Agreement or modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the BOARD.
14. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.
15. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.
16. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.
17. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.
18. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Venue for any claims, disputes, or other matters or questions between the COUNTY and the CONTRACTOR shall be in Pasco County, Florida at the West Pasco County Judicial Center.
19. It is declared to be the intent of the COUNTY, that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.
20. This Agreement shall be binding upon, and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.
21. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.
22. The Contract Documents, which comprise the entire Agreement between the COUNTY and the CONTRACTOR, consist of the following: this Agreement, the Request for

Proposals, the CONTRACTOR'S response, insurance certificates, the Performance and Payment Bonds, all written authorizations, written amendments and all other documents amending, modifying or supplementing the Contract Documents.

23. It is acknowledged by the parties that this Agreement will be executed in counterparts. It is intended by the parties that the effective date for this Agreement will be the date executed by the COUNTY.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement effective the last day and year entered below.



PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

By: 
Jack Mariano, Chairman

Date: APPROVED IN SESSION

APR 04 2023

PASCO COUNTY
BCC

PHILLIPS AND JORDAN, INC.

By: 
Print: Morgan Pierce
Title: President - Power

WITNESSES:


Sign Name

Print or Type Name and Title Paul Kensker, Contract Manager

Valeria W. Hadden, C.A.
Sign Name

Print or Type Name and Title

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STATE OF TENNESSEE }
 } ss
COUNTY OF KNOX }

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
 , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:



Samantha Kneiss
Signature of person taking acknowledgment

Samantha Kriew
Name typed, printed or stamped

Notary Public
Title or rank

My commission expires November 23, 2025

Serial number (if any)

EXHIBIT A
SOLICITATION DOCUMENTS RFP-RH-22-194

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EXHIBIT B
RESPONSE TO PROPOSAL

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**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$250,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(i)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency

is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees-

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 11. *Certification of eligibility.*
 - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
 - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in

the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made when used in relation to any invention* means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and

includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (i), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR

10142 Phillips & Jordan, Inc.
10142 Parkside Drive, Suite 500
Knoxville, TN 37922

CLIENT

SOLID WASTE DIRECTOR
PASCO COUNTY, FLORIDA
14230 HAYS RD, SPRING HILL FL 34610

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the

appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Phillips & Jordan, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Morgan Pierce - President Power

Name and Title of Contractor's Authorized Official

2/24/2023

Date

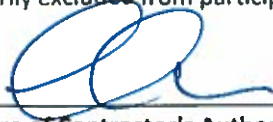
DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Phillips & Jordan, Inc certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Morgan Pierce - President Power

Name and Title of Contractor's Authorized Official

2/24/2023

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Morgan Pierce - President Punter

Name and Title of Contractor's Authorized Official

2/24/2023

Date

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Phillips & Jordan, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Morgan Pierce - President Power

Name and Title of Contractor's Authorized Official

2/24/2023

Date



May 30, 2023

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal between Pasco County, Florida, and Phillips and Jordan, Inc.

Phillips and Jordan, Inc. (P&J) and Pasco County has executed an Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal, Agreement No. RFP-RH-22-194 effective April 4, 2023.

Florida Statute §189.053 (Purchases from purchasing agreements of special districts, municipalities, or counties.) states:

Special districts may purchase commodities and contractual services, other than services the acquisition of which is governed by s. 287.055, from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurement requirements of the purchasing special district.

P&J would like to offer to the City of Zephyrhills, Florida, to enter into this exclusive agreement with Phillips & Jordan, Inc. pursuant to Fla. Stat. § 189.053. This offer is made at the same terms and conditions stated in the above-referenced agreement with Pasco County, Florida. This agreement will remain in effect as provided in the County Contract, including all extensions properly executed per the County Contract.

Please return one fully executed original letter upon acceptance.

Sincerely,
PHILLIPS & JORDAN, INC.

ACCEPTED: CITY OF ZEPHYRHILLS, FLORIDA

Name: _____

Name: _____

Printed Name: Morgan Pierce

Printed Name: Lance A. Smith

Title: _____

Title: Council President

Date: _____

Date: June 12, 2023

CONSENT ITEMS 2.5

ESRI Three Year Agreement No. 41-23-18 GIS License Software Renewal (10-4-2023 through 10-4-2026)

Issue:

ESRI is the industry standard for mapping. Our Pontem Cemetery program requires it. Our MobileTec program requires it. It is integrated into our EnerGov program, CityWorks, Pubworks (now G-Works) and See-Click-Fix. We currently use it to map everything in the city. Also, in order to share data with other agencies, we need to use ESRI as everyone else does.

Background:

The agreement we signed with ESRI to host our data along with providing licensing, support & maintenance expires at the end of September. We would like to extend this another 3 years. The previous cost was \$27,500 per year. The new cost is \$28,400.

Attachment(s):

1. 41-23-18 ESRI Three Year Agreement Renewal 10-4-2023 thru 10-4-2026
2. 41-20-27 ESRI Three Year Agreement 7-6-2020 thru 10-3-2023

Fiscal Impact:

Fiscal impact of \$28,400/year

Staff Recommendation:

Staff recommends approval of Agreement No. 41-23-18 with ESRI.



May 31, 2023

Mr. Michael Panak
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542-4312

Dear Michael,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-492433

Date: May 31, 2023

Customer # 14620 Contract #

City of Zephyrhills
City Hall Offices
5335 8th St
Zephyrhills, FL 33542-4312

ATTENTION: Michael Panak
PHONE: (813) 780-0046
EMAIL: mpanak@ci.zephyrhills.fl.us

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/9/2023 To: 9/5/2023*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$28,400.00	\$28,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$28,400.00	\$28,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$28,400.00	\$28,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$85,200.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$85,200.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Jessie White

Email:
jwhite@esri.com

Phone:
(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-492433

Date: May 31, 2023

Customer # 14620 Contract #

City of Zephyrhills
City Hall Offices
5335 8th St
Zephyrhills, FL 33542-4312

ATTENTION: Michael Panak
PHONE: (813) 780-0046
EMAIL: mpanak@ci.zephyrhills.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/9/2023 To: 9/5/2023

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jessie White

Email:

jwhite@esri.com

Phone:

(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Online)
 5 ArcGIS Location Sharing User Type Extension
 (Enterprise)
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Term of Agreement: Three (3) years (10-4-2023 through 10-4-2026)

Accepted and Agreed:

(Customer)

Printed Name: Lance A. Smith

Title: Council President

Date: June 12, 2023

Contact: Michael Panak

Telephone: 813-780-0000, Ext. 3504

Address: 5335 8th Street

Fax: 813-780-0005

City, State, Postal Code: Zephyrhills, FL 33542

E-mail: mpanak@ci.zephyrhills.fl.us

Country: USA

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

NOTED ITEM 4.3

MEMO

TO: Purchasing
FROM: Michael Panak
DATE: July 20th, 2020
RE: ESRI

ESRI is the industry standard for mapping. Our Pontem Cemetery program requires it. Our Mobiletec program requires it. We currently use it to map everything in the city. Also, in order to share data with other agencies, we need to use ESRI as everyone else does.



June 10, 2020

Mr. Michael Panak
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33540

Dear Michael,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

Approved
W. R. G.
7/20/2020
Add to 7/27/2020
Agenda Noted Items

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ben McCrary
Esri Account Manager
bmccrary@esri.com
704-541-9810 ext. 1666



Quotation # Q-416373

Date: June 10, 2020

Customer # 14620 Contract #

City of Zephyrhills
City Hall Offices
5335 8th St
Zephyrhills, FL 33540

ATTENTION: Michael Panak
PHONE: (813) 780-0046
EMAIL: mpanak@ci.zephyrhills.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/10/2020 To: 9/8/2020*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$6,705.00	\$6,705.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 4	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Ben McCrary

Email:
bmccrary@esri.com

Phone:
704-541-9810 ext. 1666 x1666

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MCCRARYB

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-416373

Date: June 10, 2020

Customer # 14620 Contract #

City of Zephyrhills
City Hall Offices
5335 8th St
Zephyrhills, FL 33540

ATTENTION: Michael Panak
PHONE: (813) 780-0046
EMAIL: mpanak@ci.zephyrhills.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/10/2020 To: 9/8/2020*

Subtotal:	\$89,205.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$89,205.00

* Year 1 line item reflects pro-rated payment (7/6-10/3) to align with a 10/4 term renewal date.

** Total EA term to run from 7/6/2020 through 10/3/2023.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Ben McCrary

Email:

bmccrary@esri.com

Phone:

704-541-9810 ext. 1666 x1666

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MCCRARYB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical

Analyst, ArcGIS Publisher, ArcGIS Network

Analyst, ArcGIS Schematics, ArcGIS Workflow

Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical

Analyst, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase

Update, ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) Esri CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 Insights in ArcGIS Enterprise

2 Insights in ArcGIS Online

5 Tracker for ArcGIS Enterprise

5 Tracker for ArcGIS Online

2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years and eighty-nine (89) days

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

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2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

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1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: April 29, 2020

TO: Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: **Sole Source Justification for Enterprise Agreement (EA)**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Enterprise Agreements. While some products are available through value-added resellers on a unit priced basis, Esri is the only source that can grant a right to copy and deploy products in an Enterprise Agreement. An EA is a bundled package for licensing software, maintenance, and online services for redistribution within the organization. Esri products are provided with a special grant to copy and deploy specified quantities of capped items and unlimited quantities of items without a cap, during the term of the EA.

If you have further questions, please feel free to call me at our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

CONSENT ITEMS 2.6

Approval of Force Main Upsizing Charge to Trotters Crossing

Issue:

Approval of Force Main Upsizing Charge to Trotters Crossing from a 6" to an 8".

Background:

Trotters Crossing needs to install a 6" sewer forcemain along US-301 to Kossik Rd. and then east to a connection point prior to the entrance to Abbott Park.

For future development, the City requested they upsize the forcemain to an 8" line, which they agreed to for an additional cost, from the Kossik/301 intersection to the connection point at Abbott Park. The cost difference between the 6" and 8" is \$63,900.

Attachment(s):

1. 05.25.23 Trotters 6 inch FM Bid PDF
2. 05.25.23 Trotters 8 inch FM Bid PDF

Fiscal Impact:

The cost difference between the 6" and 8" is \$63,900, and will be funded through the Wastewater Infrastructure line item.

Staff Recommendation:

Staff recommends Council's approval of the cost difference in the amount of \$63,900.

Demo, Grade, Paver and Sod
Construction, Inc.
4417 N. Clark Avenue
Tampa, FL 33614

05/25/23
Office: 813-874-0284
Fax: 813-874-2141

Proposal for Site Work
American Homes 4 Rent
Trotters Crossing
Zephyrhills, FL.

SCHEDULE "A" SITEWORK					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	6" HDPE Pipe(Directional Drilled)	LF	800	45.00	36,000.00
3	6" Plug valve	EA	1	2,900.00	2,900.00
4	Pipe fusing	LS	1	11,500.00	11,500.00
5	MJ Adapters	EA	8	1,330.00	10,640.00
	SUB-TOTAL SCHEDULE "A" SITEWORK				\$61,040.00

Notes:

Excludes: Unsuitable soil hauling, Hazardous material, Surveying, Geotech.

SUMMARY OF SCHEDULES	
SUB-TOTAL SCHEDULE "A" SITEWORK	\$61,040.00
TOTAL PROJECT COST	\$61,040.00

Customer Signature

Date

Demo, Grade, Paver and Sod
Construction, Inc.
4417 N. Clark Avenue
Tampa, FL 33614

05/25/23
Office: 813-874-0284
Fax: 813-874-2141

Proposal for Site Work
American Homes 4 Rent
Trotters Crossing
Zephyrhills, FL.

SCHEDULE "A" SITEWORK					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	8" DR11 Directional Bore Pipe	LF	800	118.00	94,400.00
3	8" Plug valve	EA	1	3,800.00	3,800.00
4	Pipe fusing	LS	1	14,500.00	14,500.00
5	MJ Adapters	EA	8	1,530.00	12,240.00
	SUB-TOTAL SCHEDULE "A" SITEWORK				\$124,940.00

Notes:

Excludes: Unsuitable soil hauling, Hazardous material, Surveying, Geotech.

SUMMARY OF SCHEDULES	
SUB-TOTAL SCHEDULE "A" SITEWORK	\$124,940.00
TOTAL PROJECT COST	\$124,940.00

Customer Signature

Date

BUSINESS ITEMS/PUBLIC HEARING 3.1

Water Supply Facilities Work Plan

Second 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 Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance 1454-23 on the Second 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

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 12th day of June, 2023.

Attest: _____
Lori L. Hillman, City Clerk Lance A. Smith, Council President

The foregoing Ordinance No. 1454-23 was approved by me this 12th day of June, 2023.

Melonie Bahr Monson, 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

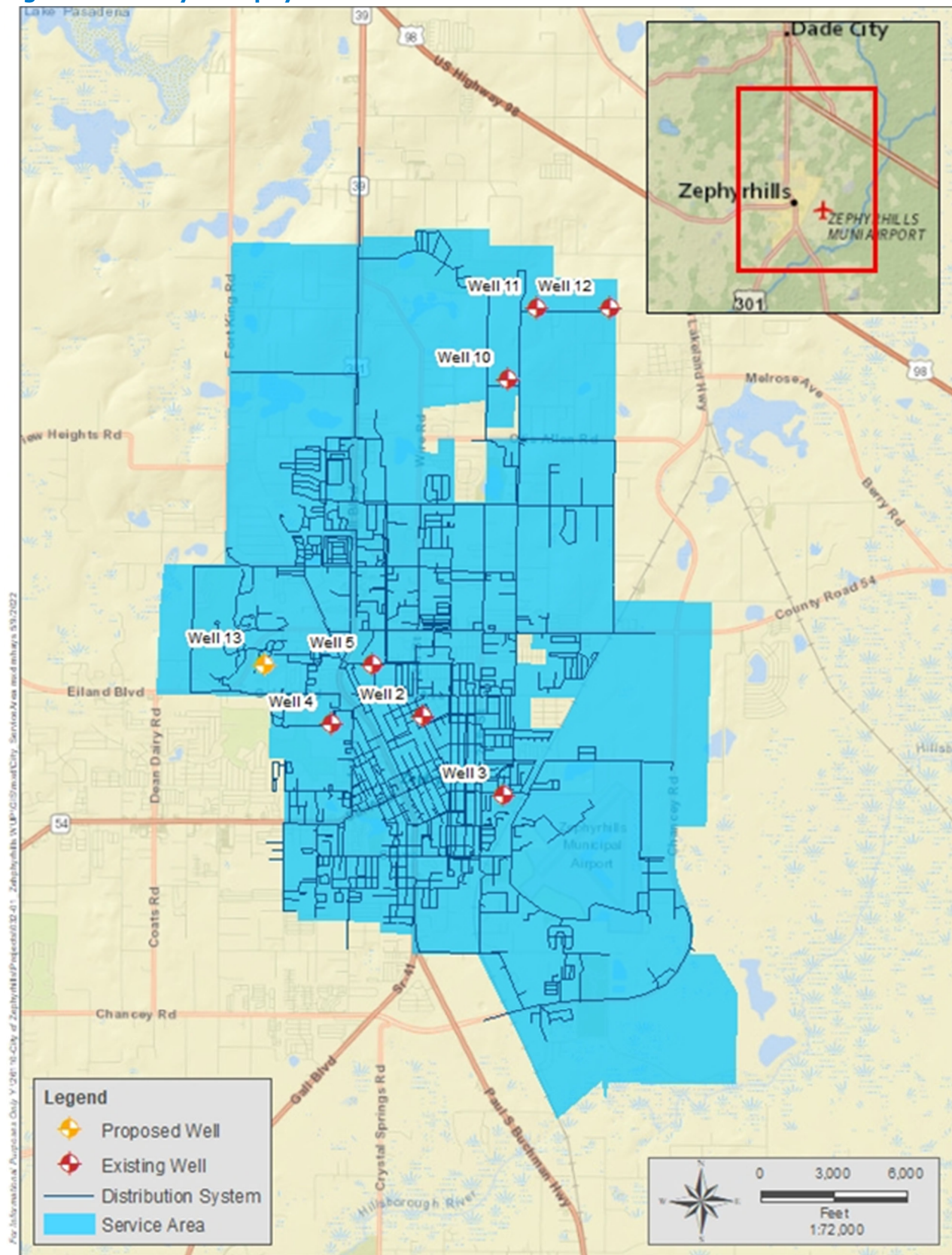


Table 2 Estimated Future Potable Water Demand, City of Zephyrhills USA

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

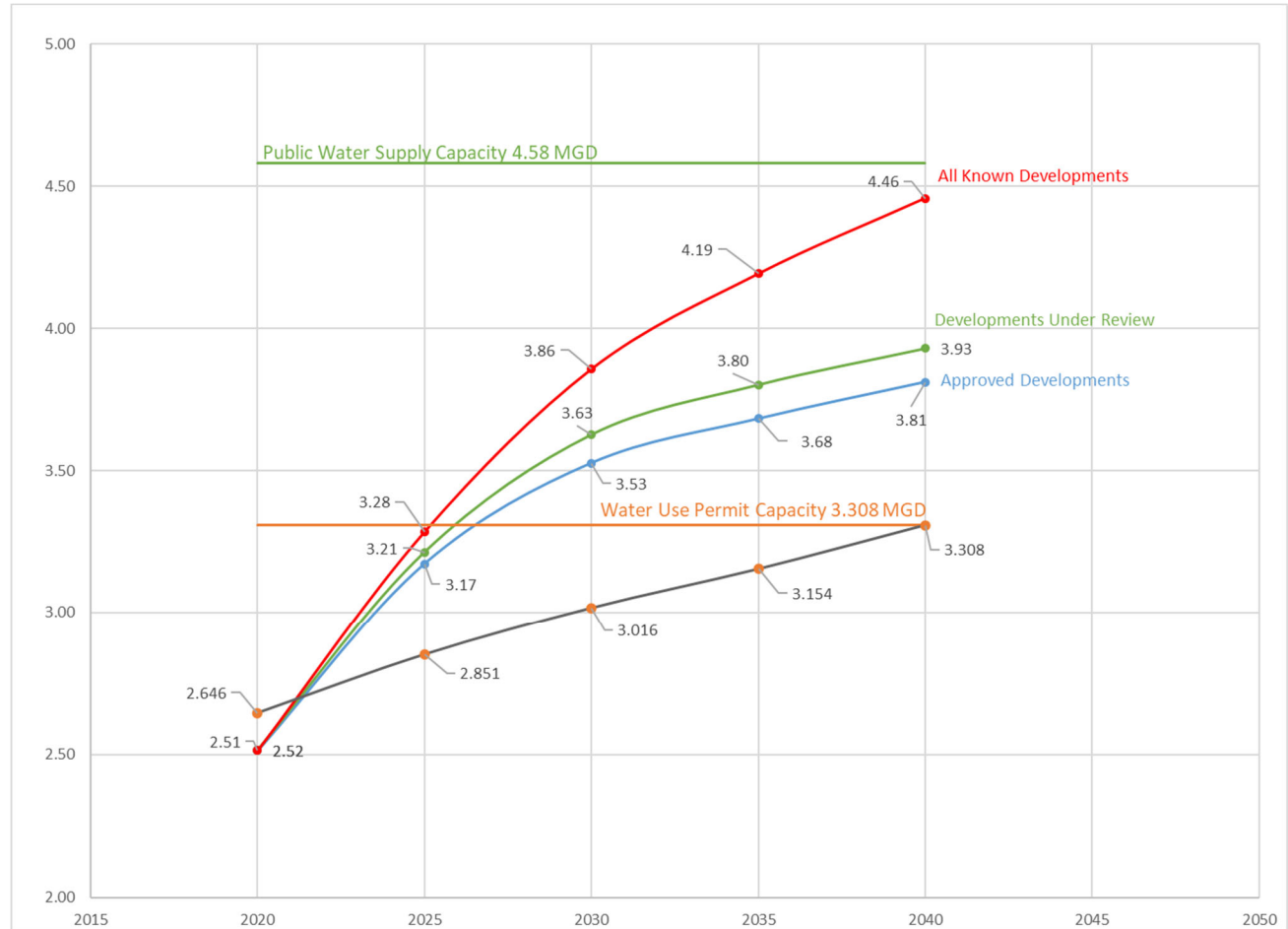


Table 13 compares the historical water withdrawals from City wells to the historical WWTF flows as reported on the annual reuse reports (by fiscal year – October through September). On average, the WWTF flows are 69% of the well withdrawals. Table 14 shows the projected WWTF flows available assuming 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

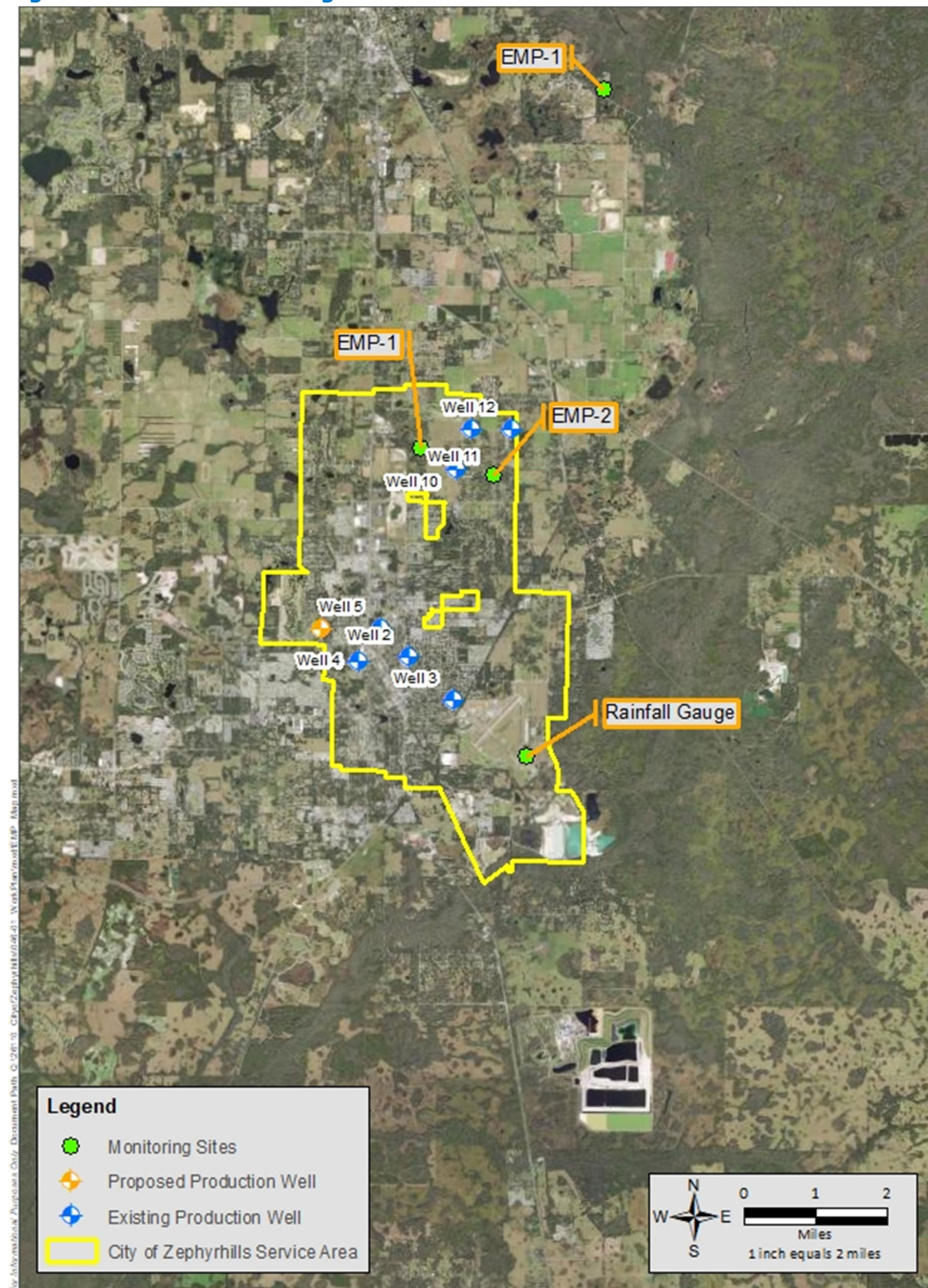
As part of the WUP renewal, groundwater modeling was performed using average withdrawal quantities for the City wells. The simulations showed that the maximum modeled estimate of drawdown in the surficial aquifer system at the site of the proposed wells is 0.63 foot. The estimated threshold for a median 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

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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 sService aArea 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 Ppotable 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.

BUSINESS ITEMS/PUBLIC HEARING 3.2

Blue Triton Brands Annexation

Second Reading **ORDINANCE NO. 1458-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 13-26-21-0110-00000-0010 LOCATED AT 4211 AND 4210 BREEZEWOOD DRIVE; 4210 AND 4211 CAMPHORWOOD LANE; 39101 AND 39119 WOODLAND DRIVE, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1458-23 on the Second Reading

Issue:

The applicant plans an expansion to the existing water plant. The building improvements will be located on the parent tract that is located north of the subject property. The new building construction will take place adjacent to the east side of the existing facility. The parking lot will be extended in a southerly direction and a sound attenuation barrier is proposed at the perimeter of the lot. The balance of the annexed land will be utilized for an expanded retention area.

Additionally, increased buffering and landscaping is proposed to help mitigate the effects of the expansion, in particular on the adjacent Woodland Acres neighborhood.

Background:

The applicant obtained the neighborhood's input (at a neighborhood meeting held on January 16, 2023) and incorporated that input into the project scope, including the landscape/buffering plan and sound attenuation barrier presented to you this evening.

Attachment(s):

- 1. ANX 14-22 Staff Report for Blue Triton ANX REZONE FLUMA
- 2. ANX 14-22 Attachments for Blue Triton ANX REZONE FLUMA
- 3. Ordinance 1458-23 BTB Annexation June 9 2023

Fiscal Impact:

Staff Recommendation:

Staff recommends approval of this petition for annexation, rezoning (to LI (Light Industrial)) and FLUMA (to I (Industrial)).

Staff Report Memorandum

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Senior Planner
RE: ANX 14-22 – Blue Triton Annexation, Land Use Map Amendment, and Rezoning Planning Director’s Report
Date: April 24, 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Linda Pearson, Land Planner on behalf of the property owner, Blue Triton Brands, Inc. The subject site is 7.64 acres (More or Less (mol)) and located on 20th Street immediately south of the existing facility. See Figure 1 – Aerial Map and Figure 2 – Location Map.¹

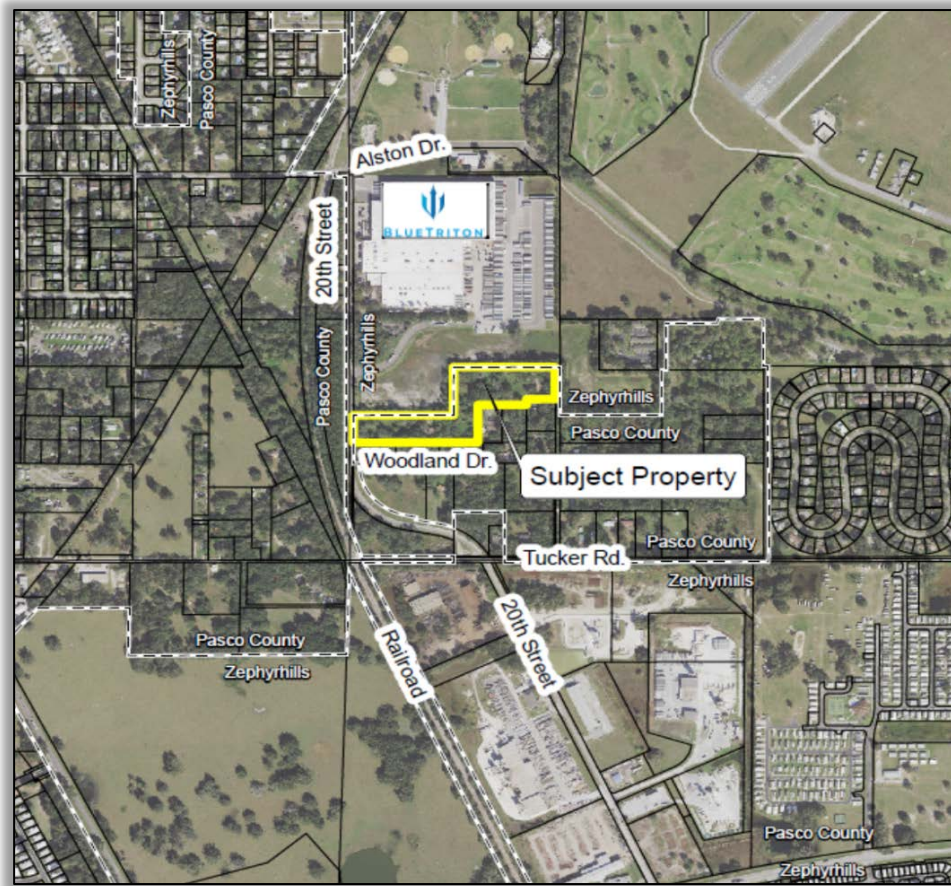


Figure 1 – Aerial Map

Courtesy Diaz Pearson & Associates

¹ 'Figures' contained herein are attached in original format.

The Planning Department has coordinated with several concerned residents regarding landscaping and buffering along the subject area and adjacent residential neighborhood of Woodland Acres. Those landscaping and buffering concerns are being addressed with the applicant and the neighbors as the applicant drafts the necessary site landscaping plans. Please see Section IV – Data and Analysis Review, subsection B. Compatibility Analysis/Annexation of FLU and Zoning for more details.

ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY'S WATER SUPPLY IS: 128,632 GPD AT PROJECT BUILD-OUT OVER A FIVE YEAR PERIOD. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION 'BENEFICIAL' TO THE CITY AND ITS REQUEST FOR AN INCREASE TO THE WUP (WATER USE PERMIT) WITH THE SWFWMD. THE PLANNING DEPARTMENT HAS FIELDDED CONCERNS AND QUESTIONS FROM SEVERAL RESIDENTS IN THE ABUTTING SUBDIVISION REGARDING THE INCREASED WATER USAGE. THOSE CONCERNED RESIDENTS HAVE BEEN DIRECTED TO THE UTILITIES DEPARTMENT FOR ANSWERS TO WATER-RELATED QUESTIONS. PLEASE SEE IMPORTANT INFORMATION REGARDING THE WUP UNDER SECTION D., PUBLIC SERVICES ANALYSIS IMPACT.

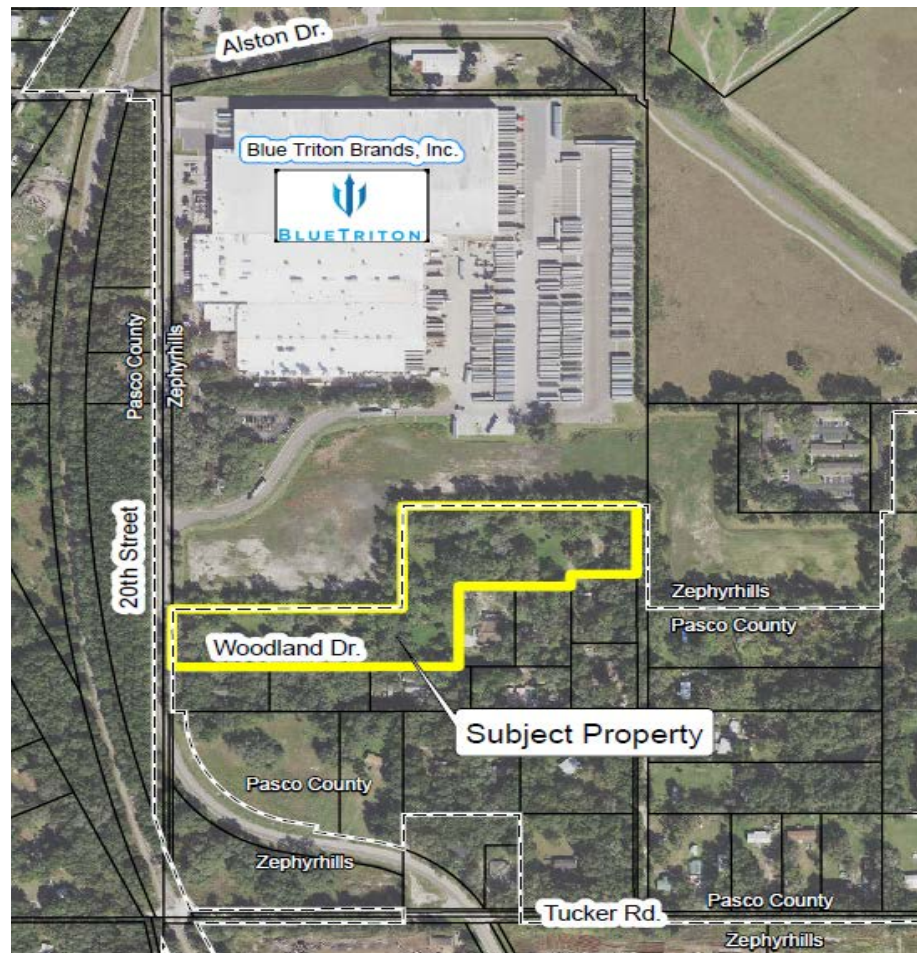


Figure 2 – Location Map

Courtesy Diaz Pearson & Associates

Light Industrial

Figure 3 – Proposed Properties Annexation Area Map *Courtesy ServTech Solutions and Whiting-Turner – Highlighted by Staff*

Properties. Please see Figure 3 – Proposed Property Annexation Area Map for the configuration. The existing water plant operation is directly north, and to the west of the subject property is 20th Street. The property on the east is improved by the plant operations and utilized for retention.

This application identifies Parcel ID Number 13-26-21-0110-00000-0100 and includes the six individually addressed lots listed below within its boundary. 4210 and 4211 Breezewood Drive, 4210 and 4211 Camphorwood Lane, 39101, and 39119 Woodland Acres. All properties fall under the same Parcel ID Number.

The Zephyrhills future land use map indicates the subject area to the north, east, and west of the subject property as Industrial. The City Zoning Map assigns the Light Industrial Zoning District to the surrounding areas of the subject. The applicant proposes to annex these lots from unincorporated Pasco County into the City of Zephyrhills.

The general area of southeastern Zephyrhills contains a blend of Industrial, Mixed Use and Residential uses. The County jurisdiction is generally approximately 800 feet (MOL) in depth from the south side of the subject property before reaching the existing city boundary along Tucker Road. The properties in this area contain Future Land Use Map Plan categories of Industrial and General Commercial within the Zephyrhills city boundary. The unincorporated county lands that abut the south side of the subject property are platted for large lot residential uses.

III. Proposed Development:

The applicant plans an expansion to the existing water plant. These building improvements will be located on the parent tract that is located north of the subject property, see Figure 4 – Proposed Plant Expansion. The new building construction will take place adjacent to the east side of the plant operation. The existing parking lot will be extended in a southerly direction to provide additional plant parking for the expanded operations. The balance of the land being annexed will be utilized for an expanded retention area and buffering/landscaping. The annexation and vacation of unused and unimproved platted rights-of-way will be used to connect to and provide an enlarged retention to serve the existing and proposed plant facility.²

² Please note that this application for Annexation, FLUMA, and Rezoning coincides with an independent application with Pasco County to remove an access easement along the unrecorded and unimproved rights-of-way in the Woodland Acres subdivision that are currently owned by the applicant (Breezeway Drive and Camphorwood Lane). Additionally, the northern portion of Leaf Land that lies between the subject annexation area and the proposed pond area of the expansion plans is the subject of a proposed ROW vacation as well. The vacation request does not include the balance of the rights-of-way that currently serve and shall continue to serve and provide ingress/egress access to the existing residential properties within the subdivision or along Leaf Lane. No land-locking will be permitted to occur for the remainder of the properties within the subdivision or along Leaf Lane. The application for a ROW vacation was approved by the BOCC at its regularly scheduled meeting on January 10th 2023, please see attached Resolution Number 23-058 and supporting information.

*As part of the JPA process between the City and the County, the County facilities department coordinated with the City utilities department for comment. The City utilities department noted that no City of Zephyrhills utilities exists within the subject area subject to the vacation or easement removal. **The information regarding the vacation of right of way is provided by Staff to the City Council as background information.***

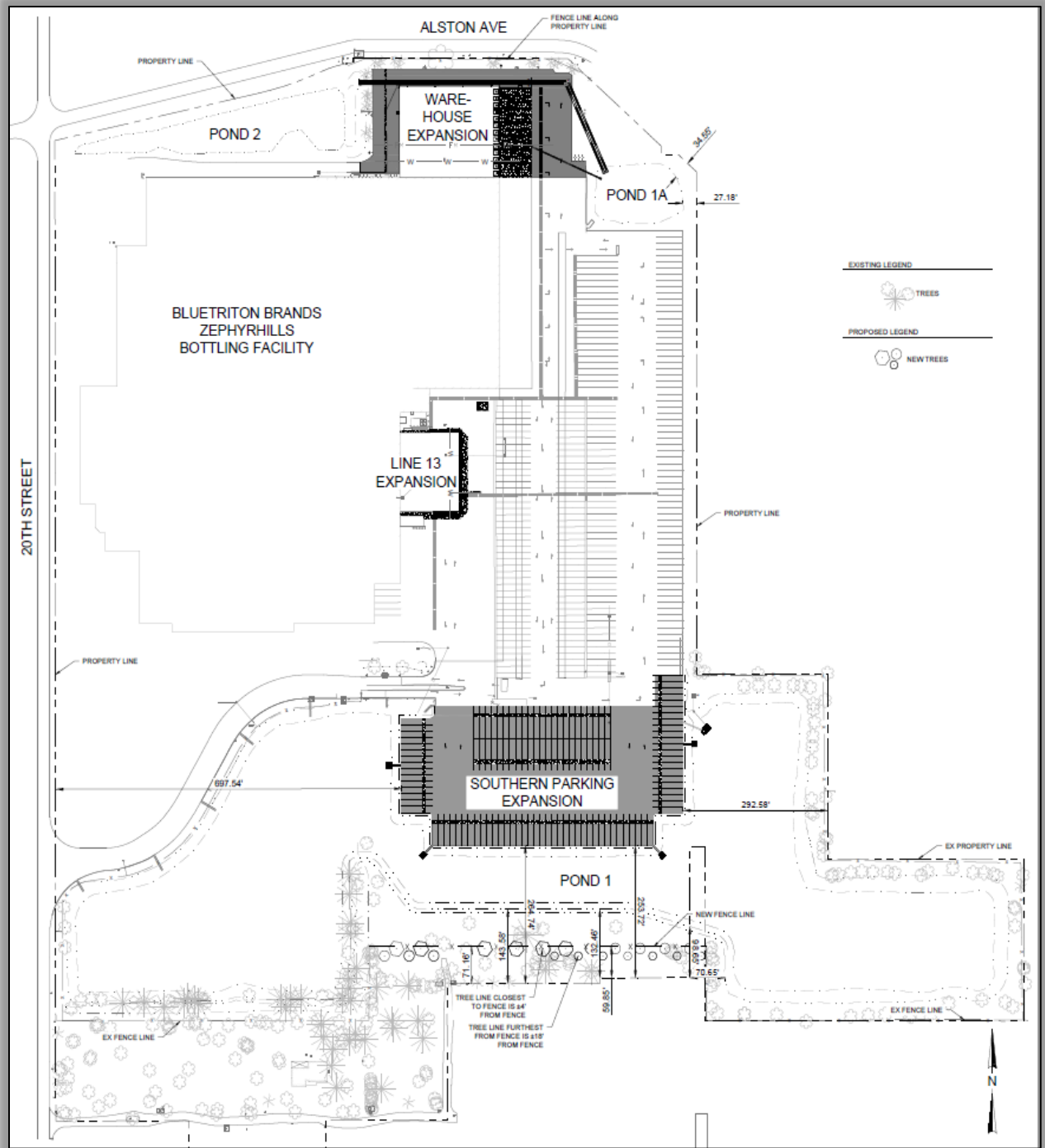


Figure 4 – Proposed Plant Expansion

Courtesy Whiting-Turner

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

East – Vacant land and various City land utilized as golf course, airport and waste water treatment plant.

West – Rail road tracks and various residential uses.

North – Existing water plant and Alston Ave/Public Parks.

South – Residential, and further south various industrial uses.

B. Compatibility Analysis/Annexation:

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statutes, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statutes Chapter - 171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

Currently the subject property is surrounded on three sides (north, east, and west) by plant properties that are already located within the city limits. Staff feels that an annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary. Furthermore, the proposal meets the guidelines as prescribed above.

Compatibility: The immediate area of southeastern Zephyrhills includes lands that are publicly owned tracts owned by both the city and the county. The Pasco County owned land is on the south side of Tucker Road which provides mixed uses until the pavement terminates near the Samuel W. Pasco Recreation Park.

The general area of this portion of the city includes the existing water plant, offices, general businesses, and single family detached residential. Other uses in the vicinity include the City of Zephyrhills Airport, city golf course, and various city utility wastewater infrastructure operations. To the immediate west is a strip of land owned by the city, which appears to be the previously vacated ACL railroad right-of-way that parallels that portion of 20th Street.

The subject property abuts 20th Street at the Woodland Drive intersection. At this location, the west side of 20th Street contains city and county owned parcels and additional unincorporated mixed use county parcels. It is at this intersection that all the residential lots immediately south of the subject property gain access to their properties from the 20th Street public right-of-way. There are no changes proposed to Woodland Drive or to the various areas of Leaf Lane, Breezewood Drive or Camphorwood Lane that have historically served this area.

1. Future Land Use Map (FLUMA) Amendment

- (a) The subject property (7.64 acres) qualifies as a small-scale plan amendment;
- (b) The request is to change the subject property's future land use designation from Res-3 to Industrial and is consistent with the abutting properties, which are:
 - i. Industrial to the north
 - ii. Public/Semi-Public to the east
 - iii. Various residential land use assigned properties to the south (County)
 - iv. Various residential land use assigned properties to the west (County)
- (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- (d) Utility capacity is available for the proposed petition. As indicated by the applicant and verified by Planning Staff "[John Bostic] ...further added that capacity should not be an issue since the proposed improvements on the subject property is basically planned for parking and stormwater retention" (Please contact Mr. Bostic of the Utilities Department for specific questions on usage and the water use permit (WUP));
- (e) Transportation:
 - (1) Subject parcel abuts 20th St and a City ROW use permit will be required at the time of site plan review;
 - (2) The Industrial expansion of the facility is projected to have a de minimus traffic impact, as presented to the Director in an email dated May 25, 2022. City of

Zephyrhills LDC defines de minimum at less than 1,200 average daily trips. The existing usage is currently operating under a de minimus impact. As a reminder the City is currently updating its de minimus, as well as other traffic impact regulation in coordination with its consultant and the County.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential industrial element. See Figure 5 – Proposed FLU Map.³

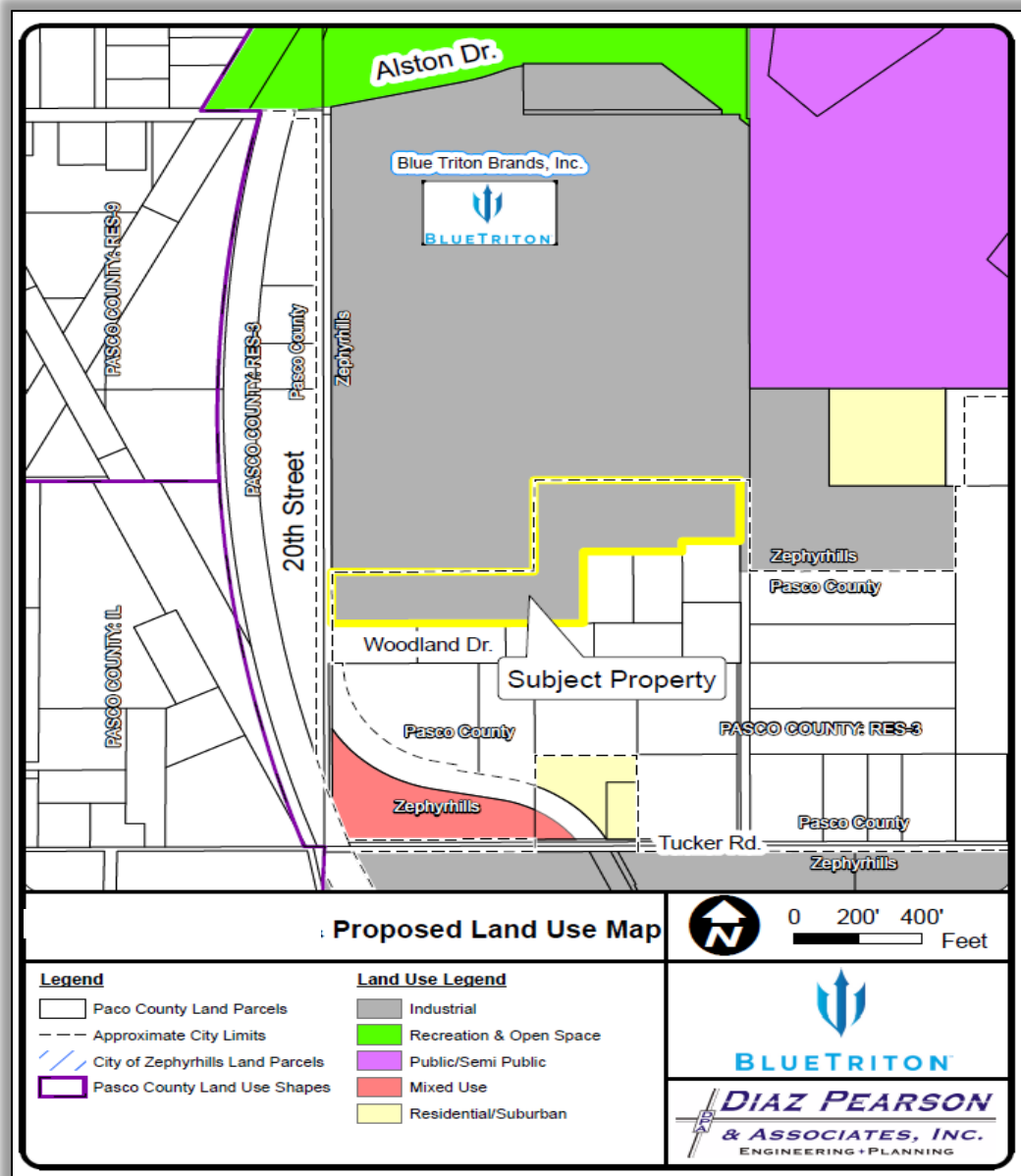


Figure 5 – Proposed FLU Map

Courtesy Diaz Pearson & Associates

³ Existing FLU Map attached

2. Rezoning

- (a) The request is to change the subject property's zoning classification from County Res-3 to LI;
- (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
 - i. LI to the north
 - ii. AP-1 and AP-2 to the east
 - iii. Various residentially zoned properties to the south (County)
 - iv. Various residentially zoned properties to the west (County);

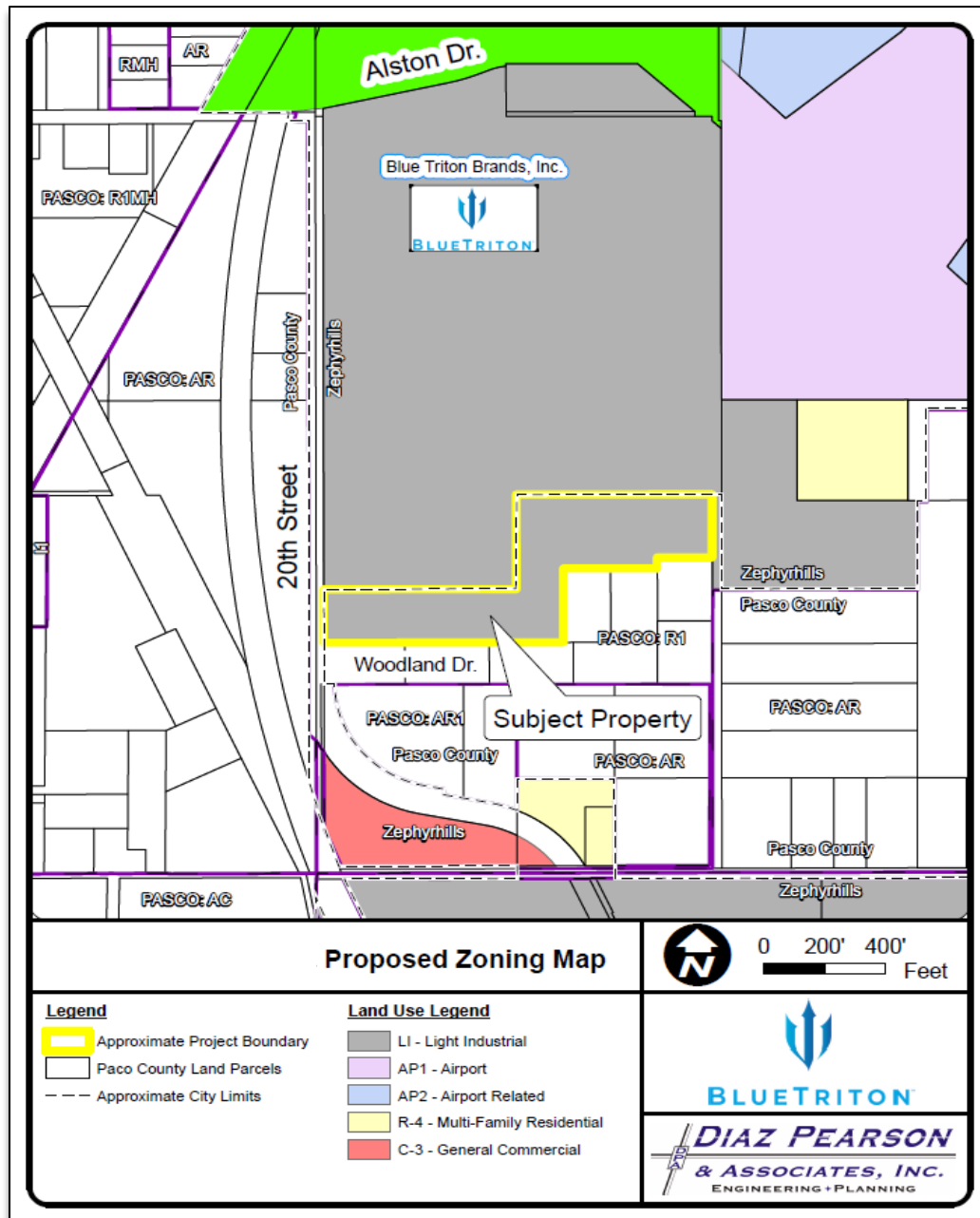


Figure 6 – Proposed Zoning Map

Courtesy Linda Pearson, Land Planner

- (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for industrially zoned properties becomes greater. This rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning, while providing for employment opportunities and increased tax base. See Figure 6 – Proposed Zoning Map.⁴

C. Natural & Historic Resources Analysis

The following site characteristics are provided (An Ecological Due Diligence Report produced by ECS dated August 19th 2022 has been submitted by the applicant and is available upon request):

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development. See ECS report
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – Per the ECS report, there are no wetlands, but a manmade body of water does exist on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be several potential qualifying habitat areas including but not limited to gopher tortoises. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY’S WATER SUPPLY IS: 128,632 GPD AT PROJECT BUILD-OUT OVER A FIVE YEAR PERIOD. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY AND ITS REQUEST FOR AN INCREASE TO THE WUP (WATER USE PERMIT) WITH THE SWFWMD.

⁴ Existing Zoning Map attached

	In an email received by the Planning Department through John Bostic, Utilities Department Director from Michelle R. Hays, MS, PG, Senior Scientist with Jones Edmunds ⁵ , “The projected commercial using SWFWMD’s method assumes the percentage will remain the same. They didn’t allow us to claim additional industrial at the last renewal because we didn’t have anything definitive. The projections in the Work Plan assume 700,000 gpd demand to account for redevelopment of the industrial area and Blue Triton projected water use. We looked at the projected commercial from the historical percentage and if it was less than existing commercial + 700,000 gpd we increased it for the various development scenarios. If you have significant commercial/industrial users in the service area they can be claimed outside the per capita numbers, but SWFWMD likes to see letters of commitment or approved plans before they grant it.”
SEWER	Anticipated minimal impact according to the Utilities Department.
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City’s de-minimus threshold. ⁶ City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips, the applicant has presented supporting information.
SCHOOL	Industrial impacts on the school system are typically negligible.

E. Comp Plan and LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

Goal LU-1: To achieve an economically and diversified tax base that ensures:

- a. *The residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;...*

The proposed Blue Triton Brands development shall meet this goal as it refers to the considerations and requirements of the Land Development Code for the adjoining residential lots to the south. According to the applicant, in 2021, the existing Blue Triton Brands facilities provided combined taxes of approximately \$442,000.00 for the two city properties and the subject parcel.

⁵ Jones Edmunds is under a continuing services contract for engineering services associated with the Utilities Department at the City of Zephyrhills.

⁶ Per an email string between Todd Vandeberg and Luke Schneider, May 2022.

LAND DEVELOPMENT REGULATION

Objective LU-1-1 *To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.*

It is Planning Staffs' understanding that approval for the requests contained herein will not overburden the demand for public services, please direct specific questions regarding water usage to the Utilities Department. However, the planned improvements are expected to experience an increase in ad valorem property taxes. The proposal should, under Staff's understanding, represent no gross or net taxation on the services offered by the City.

Further, this expansion will potentially serve additional residents with employment. It will not create urban sprawl as it is considered an infill light industrial project located in a community with a varied development pattern. As previously stated, the annual property tax paid by the existing facility on its local properties was approximately \$442,000.00 in 2021.

POLICY

Objective LU-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 storm water 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 by designating appropriate activities and land uses*
- i. *within well-head protection areas and environmentally sensitive land;*
- j. *provision of mixed land use designations....*
- k. *discourage the proliferation of urban sprawl.*

The proposed Blue Triton Brand project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance.

URBAN SUPPORT CLASSIFICATION

Industrial (IN)

The purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of

consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

Use Characteristics: Those uses appropriate to and consistent with this category include:

Primary Uses: Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse;

Secondary Uses: Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.

Locational Characteristic: This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.

Buffering: An appropriate buffer as determined by the Zephyrhills Land Development Code and verified by Staff shall be provided in and between the IN designated land and adjoining Residential designated land. This was a source of contention at the Planning Commission meeting when the development was presented. Several members of the adjacent community voiced their concerns. Please see below discussion for full details.

Zoning Compatibility The following zoning districts are compatible with the IN land use category:
LI – Light Industrial **PUD** – Planned Development

Each of the above-referenced criteria will be accomplished with the approval of the accompanying applications and construction development plans proposed for the subject property. The applicant shall, at the time of development, provide adequate landscaping and buffering to protect the adjacent land uses to Staff and the SPRC (Site Plan Review Committee), see below discussion as part of Policy LU-1-2-3-4. Figure 7- Expansion Buffering Proposal is provided for illustrative purposes and a LDC compliance review has not been performed. Please see Figure 7a and 7b.

According to the City of Zephyrhills LDC, a Type C buffer shall be installed. A Type C buffer includes a 20-foot wide buffer planted with two staggered rows of shade trees with a maximum spacing of 50 feet on center. There is to be 100 feet between trees in the same row, but the two rows are to be staggered such that the second row of trees is to be placed halfway (50 feet) between the trees of the top row. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided within the buffer. The screen may include an opaque fence, wall, hedge, berm, or any combination thereof. Wooden fences shall be prohibited.

According to Section 7.07.06 (C), a fence, wall or hedge of a height not exceeding eight (8) feet may be permitted provided the clear sight triangle is maintained, and in Section 7.07.06 (D) For security purposes, fences in C3, LI, AP1 and AP2 may be topped with barbed wire of not more than three strands, provided the lowest strand is not less than six and one-half feet above grade. (Please note this section of the LDC refers to property perimeter boundaries and does not prohibit a property owner from installing said appurtenances within or inside the property.)

Additional Standards in Non-Residential Districts, Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be placed a maximum of five feet on center. Please refer to Figure 7a and 7b – Expansion Buffer Proposal for proposed landscape and buffering proposal. Additionally, see full-size proposal in attachments section. Please note the proposal is not the subject of approval with this annexation, rezoning and FLUMA application. The actual plan will be approved through the site plan review committee (SPRC) at a later date if the City Council decides to move forward with the annexation, rezoning and FLUMA application.

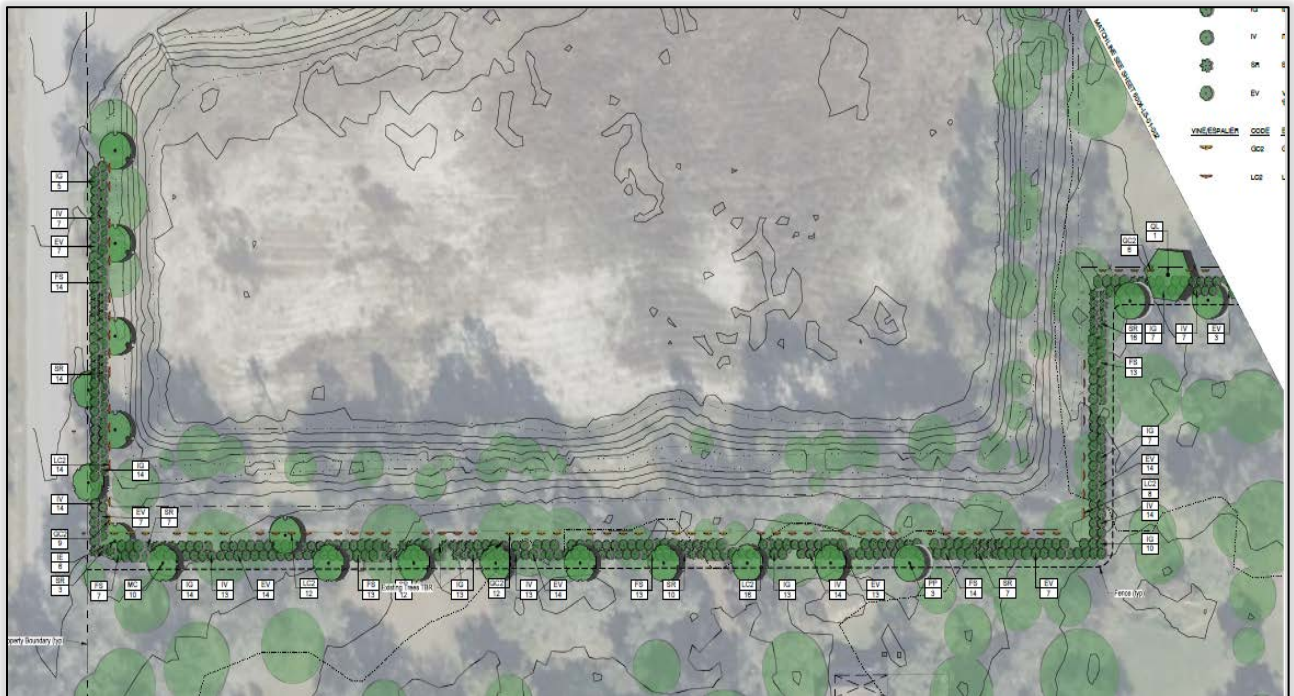


Figure 7a – Expansion Buffer Proposal

Courtesy of Whiting-Turner

OBJECTIVE

LU-1-2: *The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.*

The proposed expanded Blue Triton Brands project shall be compatible with the surrounding area and shall not interfere with the integrity of the areas established neighborhoods or quality of life of current residents. Landscaping and buffering/berming shall address all necessary issues stemming from the expansion, see response to Policy LU-1-2-3-4, below.

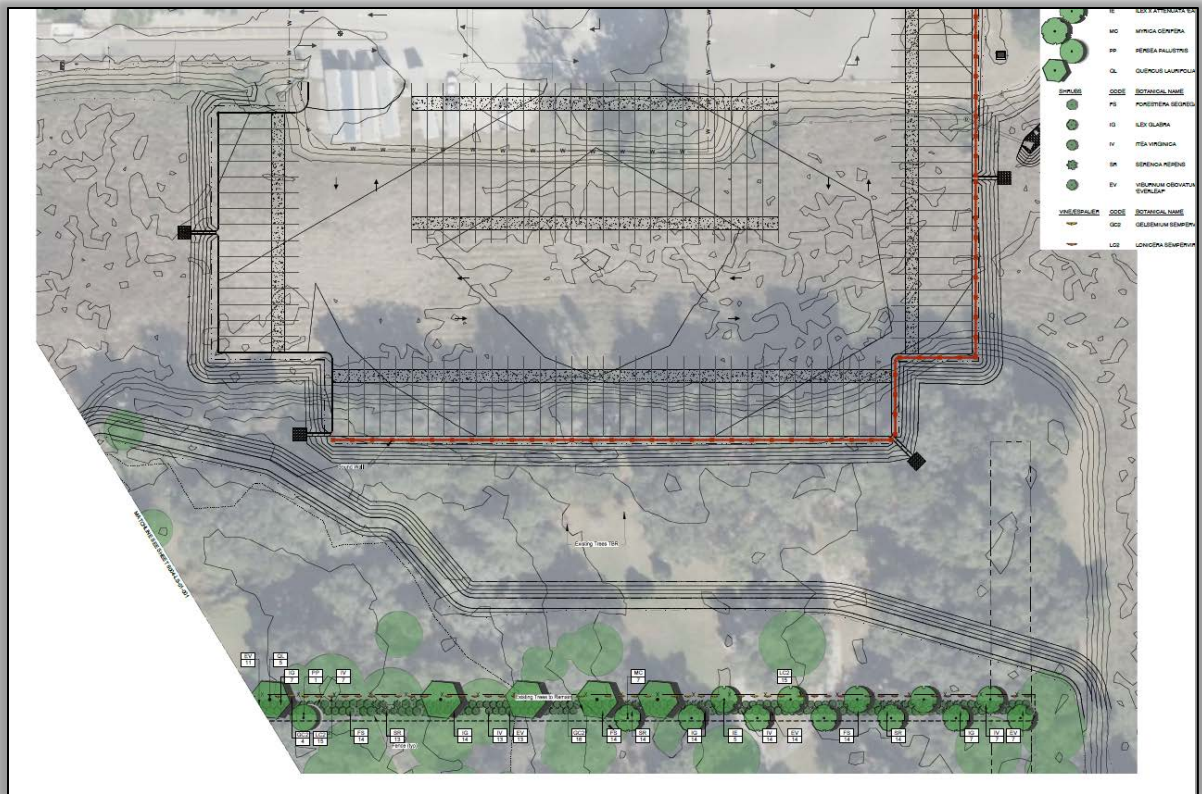


Figure 7b – Expansion Buffer Proposal

Courtesy of Whiting-Turner

POLICY

LU-1-2-3-4: *Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.*

The proposed development on the subject property shall be in compliance with the city's Land Development Code. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

The subject site is surrounded on three sides with an Industrial future land use category and well-established Light Industrial zoned property of the parent tract and current owner, Blue Triton Brands. Staff considers it to be compatible with the surrounding Industrial land use category, surrounding Light Industrial zoning district sites, and the established development pattern of the area, as well as the city's adopted Industrial Corridor Master Plan. The applicant/developer shall provide adequate screening and buffering to adjacent properties. A landscape/buffering plan that demonstrates compliance with all applicable sections of the City's LDC, and is designed in sympathy, to the greatest reasonable extent possible, with the adjacent residents' concerns shall be presented to the City for review and approval, see discussion in Section Five – Recommendations for a full discussion. Please see Photo 1 – Subject Property at 20th St. and Woodland Dr. for portion of buffer and landscape area illustrated in Figure 7a and 7b – Expansion Buffer Proposal.

Additionally, please see discussion of the sound attenuation barrier proposed to be placed within the property immediately next to the truck parking lot in Section V - Recommendation.

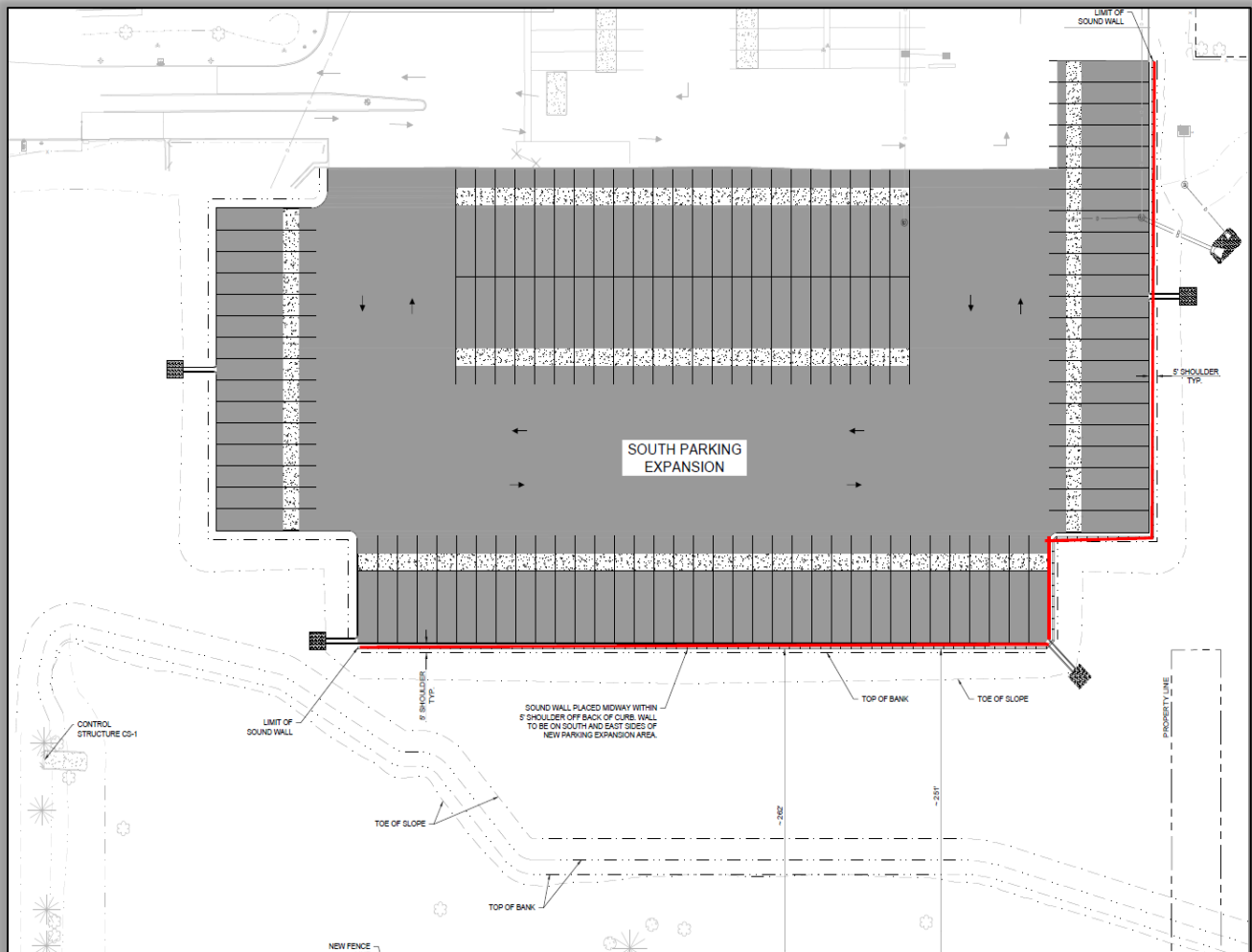


Figure 8 – South Parking Expansion with Sound Attenuation Barrier highlighted in RED Courtesy Whiting-Turner

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

LU-1-4: *The City will develop mechanisms to ensure the protection of archaeological and historical resources.*

The subject property lies outside the historical district and that there are no historical structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded Cultural and Historic Resources was performed



Photo 1 – Subject Property at 20th St. and Woodland Dr.

Google Imagery March 2021

NATURAL RESOURCES

OBJECTIVE

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

LU-1-7-1: *The clearing of trees and wetland vegetation shall be prohibited unless permits are obtained from the property government entities.*

LU-1-7-2: *Species of flora and fauna identified as endangered, threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.*

LU-1-7-3: *Consider in land use planning and regulation, 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.*

LU-1-7-4: *The clearing of trees and wetland vegetation shall be prohibited unless permits are received from appropriate governmental entities.*

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

The owner and its contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Blue Triton Brands, Inc. expansion project. The Ecological Due Diligence Report provided by the

applicant provides details on findings such as gopher tortoises and wood stork nesting sites. Further research/review and possible mitigation/relocation shall be required at the time of site plan review and approval, and prior to commencement of construction.

V. RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on September 20, 2022. The SPRC moved the request forward to the Planning Commission.

Planning Commission⁷ – At its regularly scheduled monthly meeting on October 18, 2022, the Planning Commission voted to move the project forward to the City Council without a recommendation. As previously discussed, members of the adjacent neighborhood voiced concerns regarding traffic, noise, lighting, and landscaping/buffering during the meeting. As a result of the Planning Commission meeting and the concerns discussed by the neighbors at that meeting, the applicant reached out on an individual basis to those concerned, and held a neighborhood meeting on January 16th, 2023⁸. The applicants obtained the neighborhood's input and incorporated that input into the project scope including the landscape/buffering plan before you this evening. Furthermore, as a direct result of that neighborhood meeting held in January, the applicant agreed to install a sound attenuation barrier adjacent to the proposed parking expansion area. It is anticipated that the 14-foot attenuation barrier will help buffer site-sounds from the neighborhood and will be of similar construction and appearance as sound barriers placed along the interstate highways. Please refer to Figure 8 - South Parking Expansion with Sound Attenuation Barrier highlighted in RED for a depiction of the wall. Finally, after the neighborhood's input, the owner decided to reduce by approximately .8 acre the total area being annexed within the City. As such, all subject property proposed to be annexed now lies north of Woodland Drive and will not inject a City boundary line between County parcels.

Staff - Based upon the analysis contained herein, along with supporting documentation and neighborhood involvement addressing such concerns with the property owner, Staff recommends approval of this petition for annexation, rezoning (to LI (Light Industrial)) and FLUMA (to I (Industrial)).

A landscape/buffering plan and development proposal that demonstrates compliance with all applicable sections of the City's LDC, and shall address, to the greatest reasonable extent possible, the adjacent residents' concerns as a result of the neighborhood meeting held on January 16th, 2023 shall be presented to the City for review and approval by the Site Plan Review Committee (SPRC) as part *Plans Review SPR-0045-22 Nestle [Blue Triton] Truck Parking and Pond 1 Expansion pending final approval with the City.*

⁷ Please see Attachment 1 –Planning Commission Meeting Minutes - Tuesday, October 18, 2022 for full details.

⁸ Please see Attachment 2 - Neighborhood Meeting Summary of January 16, 2023 - provided by Linda Pearson, Land Planner.



FIGURE ONE - AERIAL MAP



0 400' 800'
Feet

Legend

-  Approximate Project Boundary
-  Paco County Land Parcels
-  Approximate City Limits



BLUETRITON

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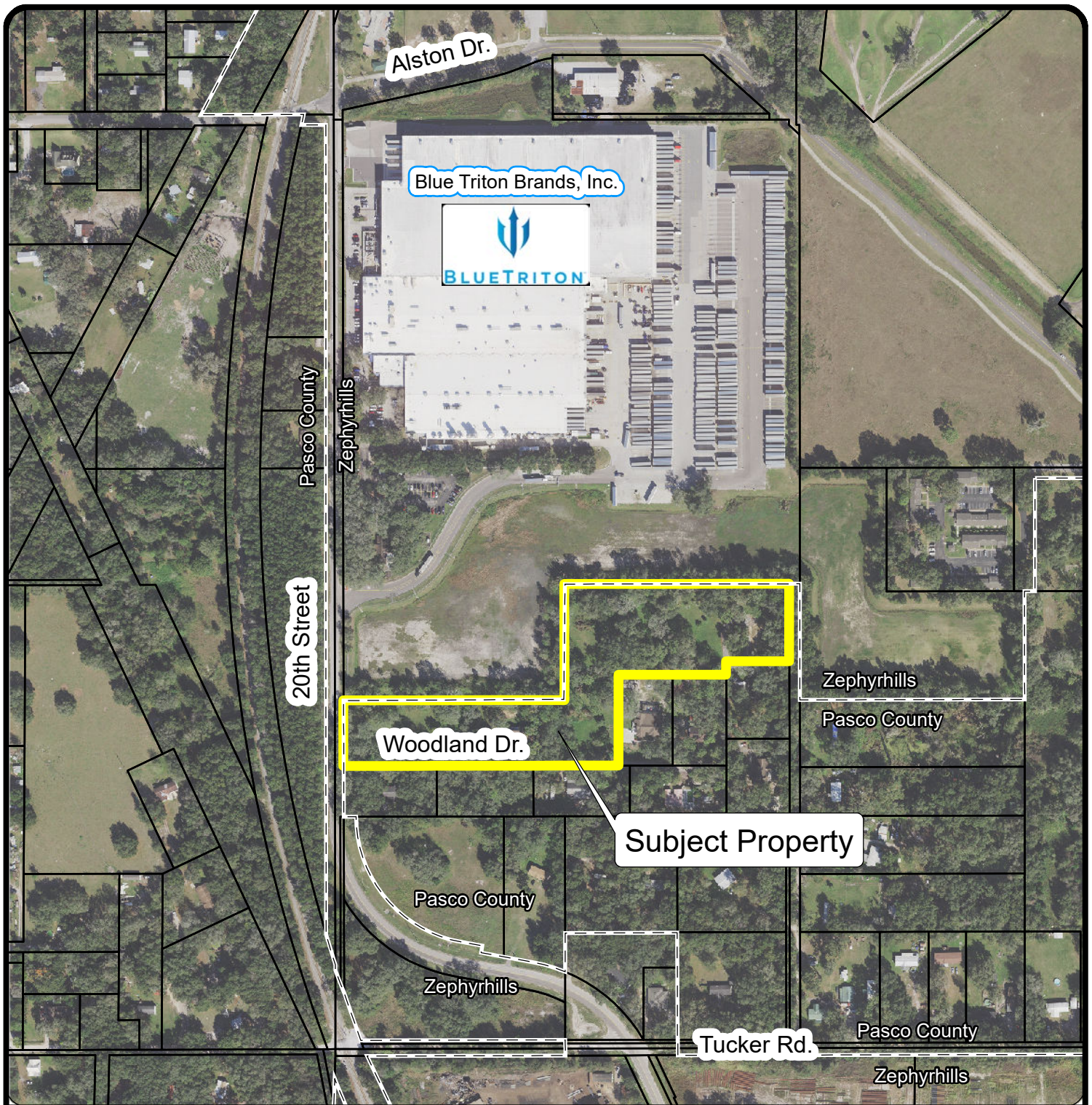


FIGURE TWO - LOCATION MAP



0 200' 400'
Feet

Legend

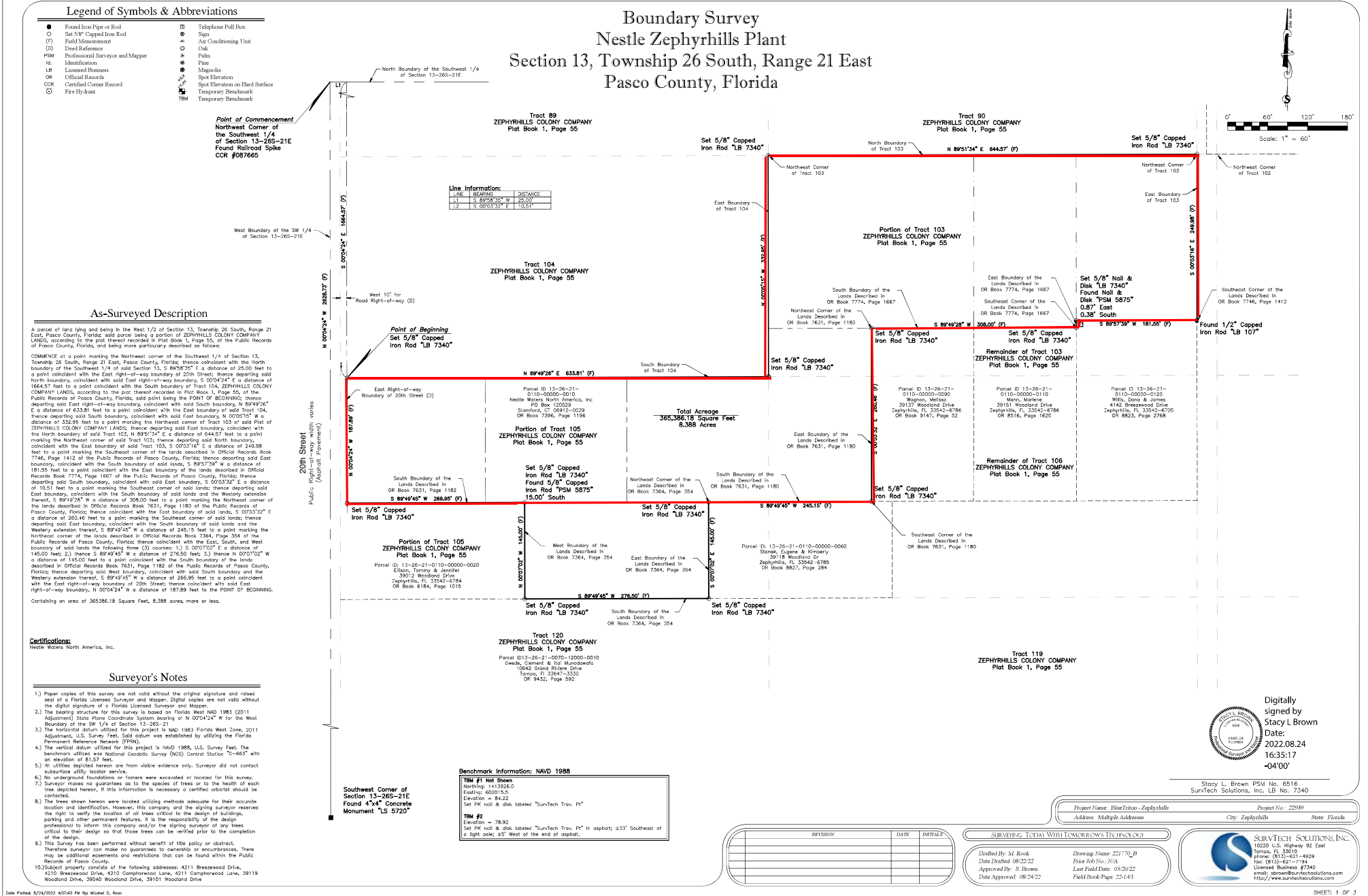
-  Approximate Project Boundary
-  Pasco County Land Parcels
-  Approximate City Limits



BLUETRITON

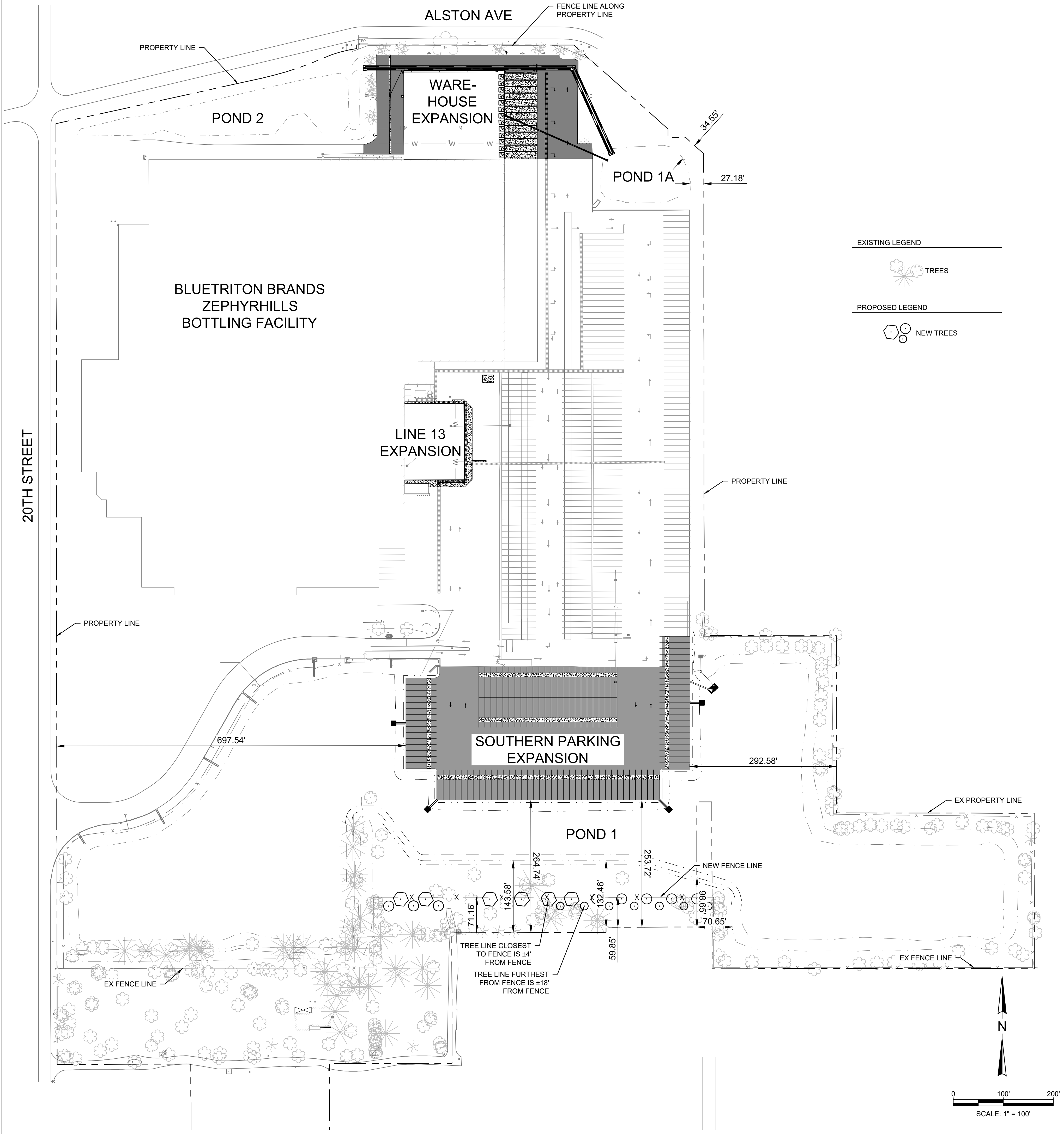
DIAZ PEARSON
& ASSOCIATES, INC.
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FIGURE THREE - PROPOSED PROPERTIES ANNEXATION AREA MAP



OVERALL SITE PLAN

FIGURE FOUR - PROPOSED PLANT EXPANSION AREA
NOTE: FOR ILLUSTRATIVE PURPOSES ONLY



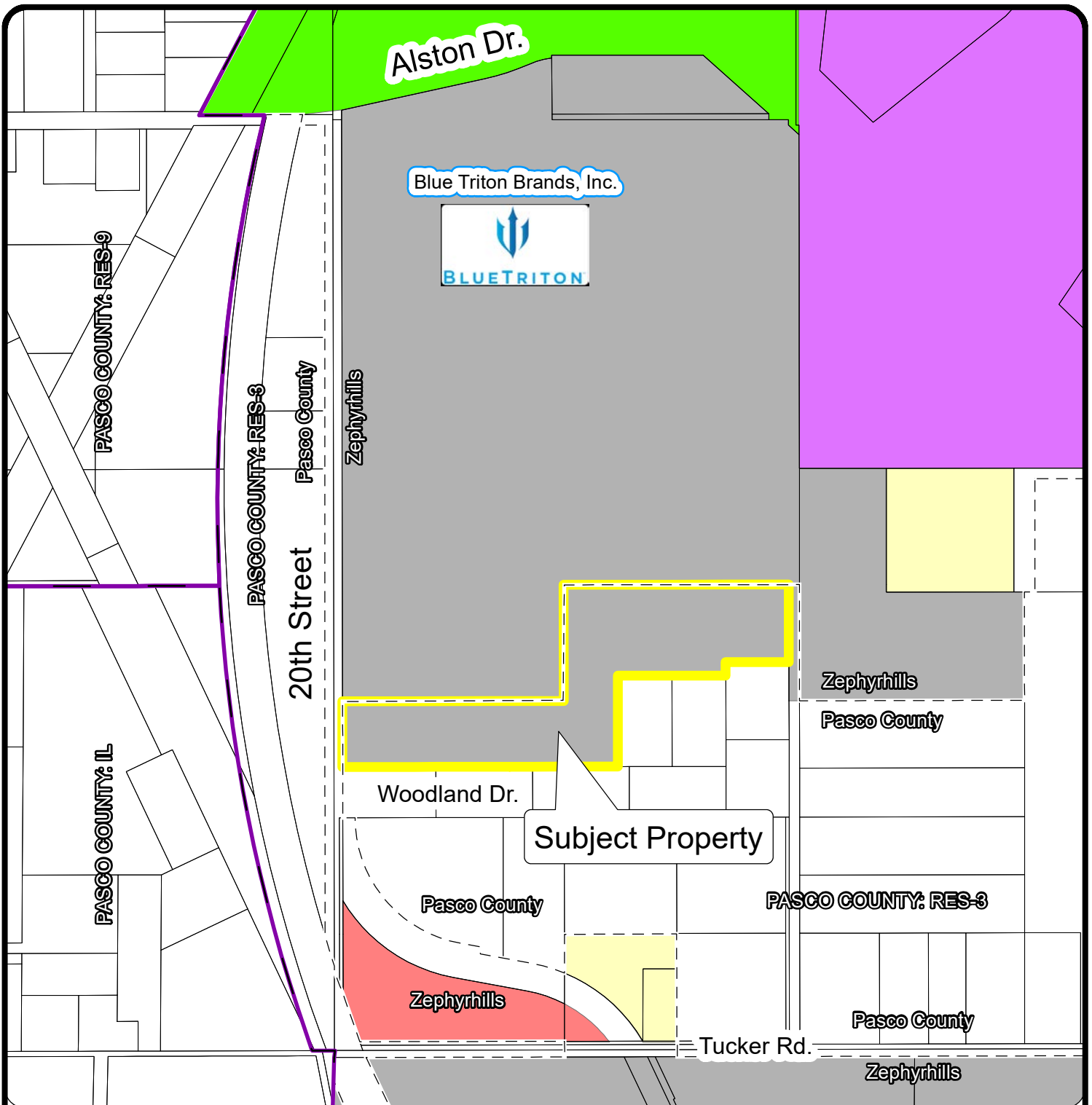


FIGURE FIVE - PROPOSED FUTURE LAND USE MAP



0 200' 400'
Feet

Legend

- Paco County Land Parcels
- Approximate City Limits
- City of Zephyrhills Land Parcels
- Pasco County Land Use Shapes

Land Use Legend

- Industrial
- Recreation & Open Space
- Public/Semi Public
- Mixed Use
- Residential/Suburban



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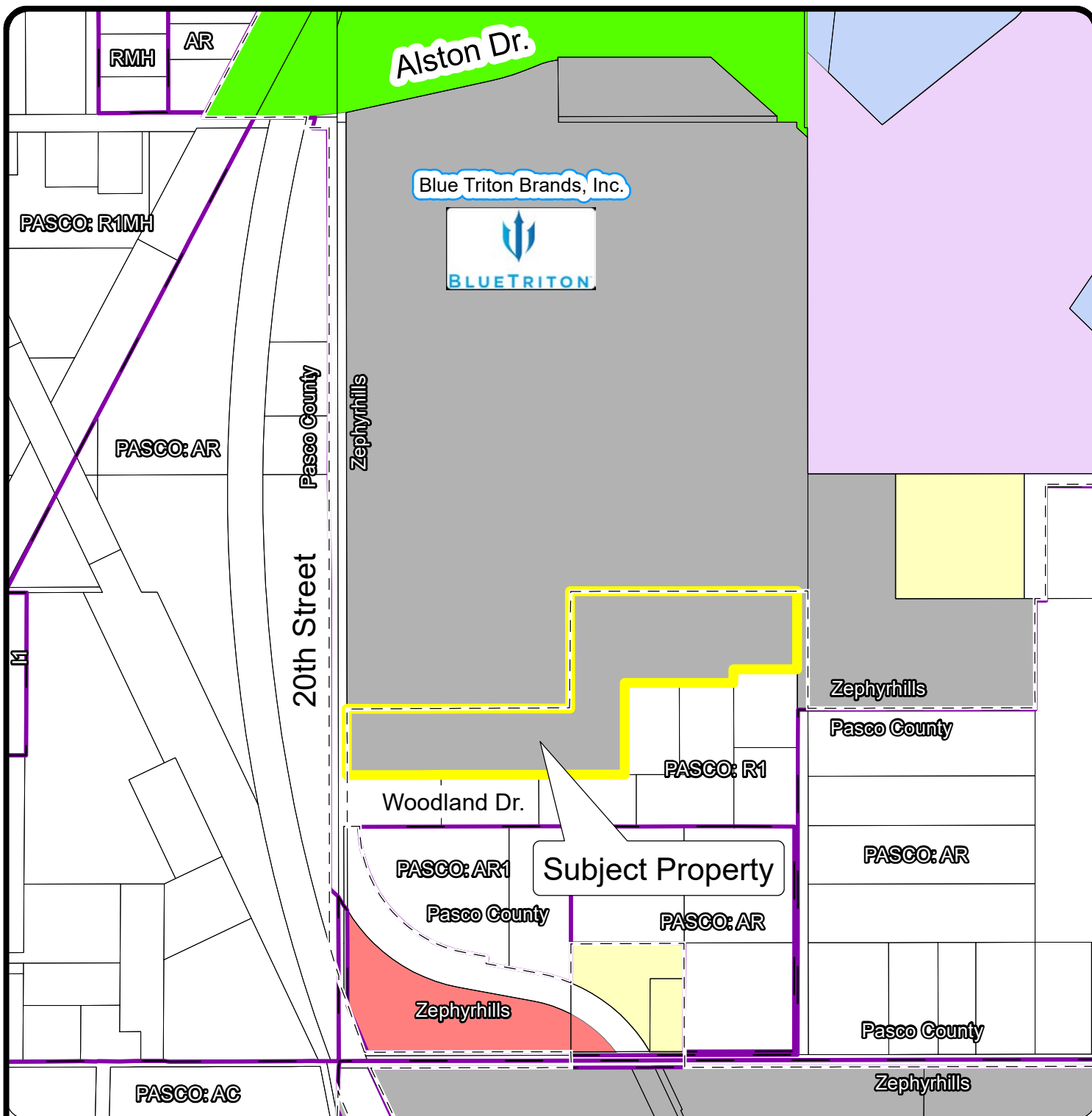


FIGURE SIX - PROPOSED ZONING MAP



0 200' 400'
Feet

Legend

- Approximate Project Boundary
- Paco County Land Parcels
- Approximate City Limits

Land Use Legend

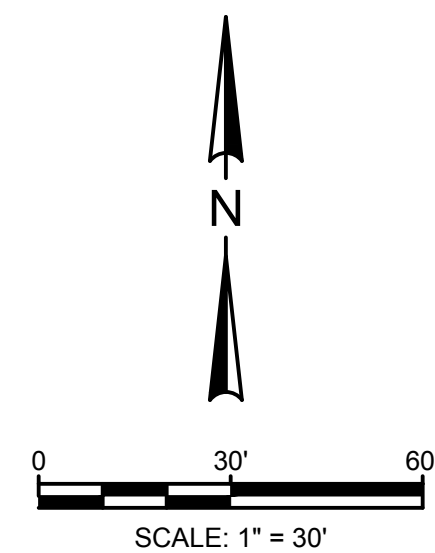
- LI - Light Industrial
- AP1 - Airport
- AP2 - Airport Related
- R-4 - Multi-Family Residential
- C-3 - General Commercial



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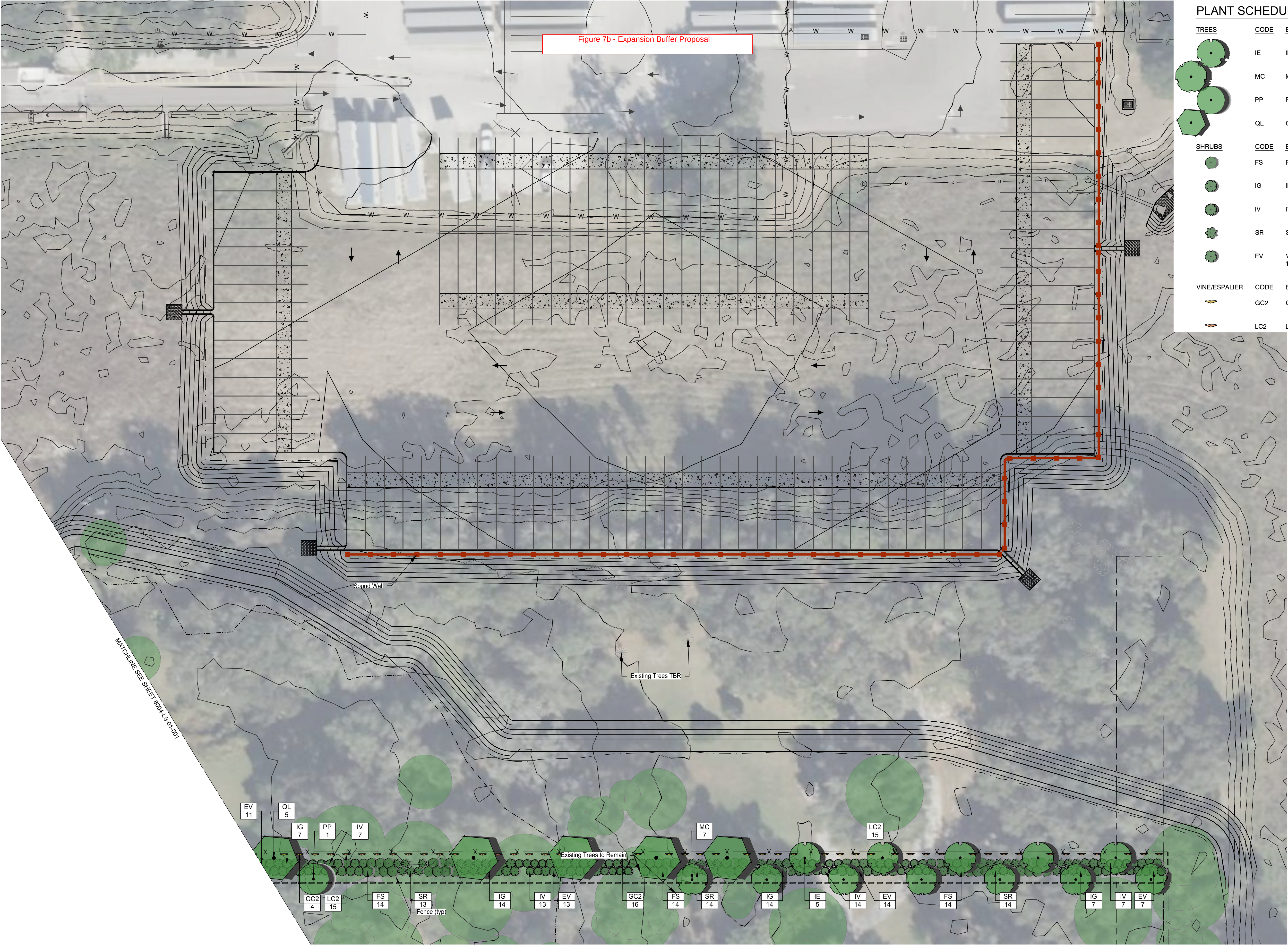
Figure 7a Expansion Buffer Proposal



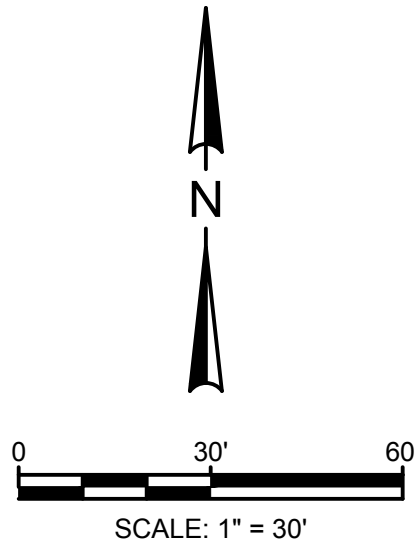
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	IE	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	3" CAL.	11	
	MC	MYRICA CERIFERA	WAX MYRTLE	3" CAL.	17	
	PP	PERSEA PALUSTRIS	SWAMP BAY	3" CAL.	4	
	QL	QUERCUS LAURIFOLIA	LAUREL-LEAVED OAK	3" CAL.	6	
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	FS	FORESTIERA SEGREGATA	FLORIDA PRIVET	3 GAL.	116	
	IG	ILEX GLABRA	INKBERRY HOLLY	3 GAL.	125	
	IV	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	3 GAL.	123	
	SR	SERENOA REPENS	SAW PALMETTO	3 GAL.	110	
	EV	VIBURNUM OBOVATUM 'EVERLEAF'	EVERLEAF WALTERS VIBURNUM	3 GAL.	124	
VINE/ESPALIER	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	GC2	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE ESPALIER	QUART	47	
	LC2	LONICERA SEMPERVIRENS	TRUMPET HONEYSUCKLE	QUART	80	

EXHIBIT

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PLANT SCHEDULE						
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	IE	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	3" CAL.	11	
	MC	MYRICA CERIFERA	WAX MYRTLE	3" CAL.	17	
	PP	PERSEA PALUSTRIS	SWAMP BAY	3" CAL.	4	
	QL	QUERCUS LAURIFOLIA	LAUREL-LEAVED OAK	3" CAL.	6	
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	FS	FORESTIERA SEGREGATA	FLORIDA PRIVET	3 GAL.	116	
	IG	ILEX GLABRA	INKBERRY HOLLY	3 GAL.	125	
	IV	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	3 GAL.	123	
	SR	SERENOA REPENS	SAW PALMETTO	3 GAL.	110	
	EV	VIBURNUM OBOVATUM 'EVERLEAF'	EVERLEAF WALTER'S VIBURNUM	3 GAL.	124	
VINE/ESPALIER	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	GC2	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE ESPALIER	QUART	47	
	LC2	LONICERA SEMPERVIRENS	TRUMPET HONEYSUCKLE	QUART	80	

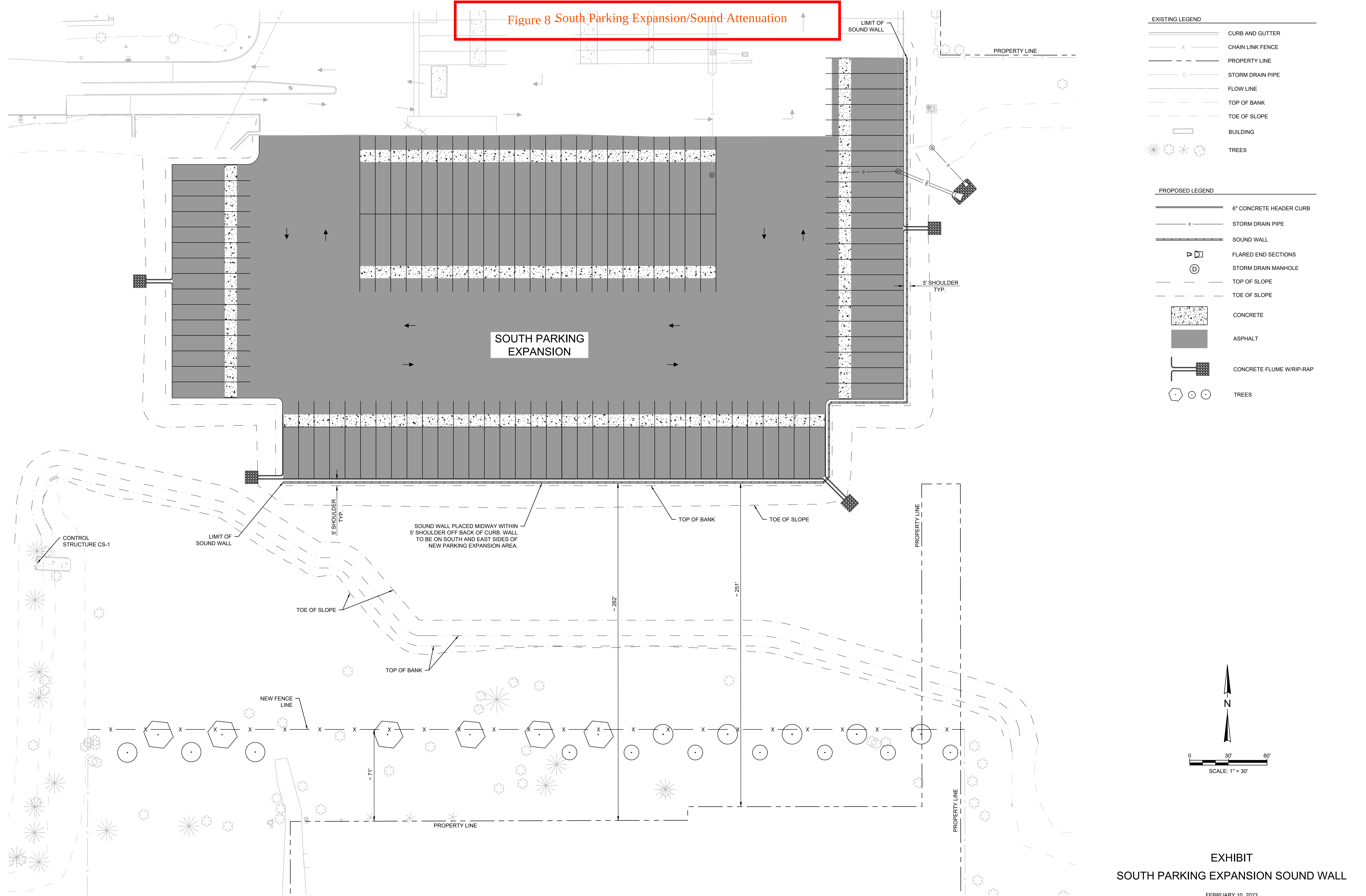


EXHIBIT

SOUTH PARKING EXPANSION LANDSCAPE PLAN 2

FEBRUARY 10, 2023

Figure 8 South Parking Expansion/Sound Attenuation



Attachment 1 - Planning Commission Meeting Minutes



City of Zephyrhills

Planning Commission

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542

Tuesday, October 18, 2022

- MINUTES-

I. CALL TO ORDER

A Regular meeting of the Planning Commission was called to order by Mayor Gene Whitfield at 6:00 PM in Council Chambers of City Hall, 5335 8th Street, Zephyrhills.

II. ROLL CALL

Commission: Mayor Gene Whitfield, David Armstrong, Tracy Sullivan, Beth Aker, Christian Ryman, Thomas Vanater, Christa Remington (Alt. 1), Dr. Randy Stovall (Alt. 2), Matt Maggard (City Attorney)

Staff Present: Todd Vande Berg, Rodney Corriveau, Kevin Kelley, Audrey McGuire, Carlos Maldonado

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

Christian Ryman

V. BUSINESS ITEM(S)

1. ANX/FLU/RZ - 0012-22 ACME Development Corp

Application submitted by ACME Development Corp for simultaneous review of petitions to annex 9.98 acres; Large scale future land use map amendment, changing the FLU classification of 110.32 acres from City IN (Industrial) to City MU (Mixed Use); and rezoning from City LI (Light Industrial) to City PUD (Planned Unit Development) pertaining to +/-120 acres of real property generally located north of Chancey Road on the east side of SR 39.

Commissioners Christian Ryman and Thomas Vanater recused themselves from this item.

Justina Gale of Florida Design Consultants addressed the Commission on behalf of the applicants. Ms. Gale gave a presentation on the project, which included a rezoning from industrial to mixed-use residential, and discussed the potential benefits of the project. She also addressed the annexation and future land use map amendments, as well as the compatibility analysis for the PUD which focused on mixed-use as a benefit to the city by providing more opportunities for employment and increasing the tax base. Ms. Gale stated the project was compatible due to other residential projects approved in the area. The proposed PUD project includes 30,000 square feet of non-residential, 400 multi-family units, 110 townhomes, and 200 single-family units. The PUD will feature a park system (3-acres), trail and enhanced buffering along the CSX corridor and SR 39. Ms. Gale stated that a utility impact analysis was conducted and found that the proposed land use would generate less demand for water and wastewater at buildout than potential industrial uses. It was stated that a traffic study was conducted

and showed the project will not increase traffic for the area, and that a buildout, the project was anticipated to generate fewer trips than industrial uses. The traffic study indicated turn lanes into the project would likely be warranted.

Clark Hobby of Hobby and Hobby, PA, attorney for the applicants, addressed the Commission. He stated that the proposed project was possible as the zoning for the subject property was residential back in 2005. He stated the applicants were approached by the City and agreed to rezone the subject property to industrial. He noted that the site had not had an interested buyer since 2007 and that the rezoning could benefit the city by providing affordable housing for workers nearby.

Todd Vande Berg, Planning Director, addressed the Commission and gave a presentation on the project. Mr. Vane Berg discussed compatibility issues with the site, including proximity to the CSX Railroad. He stated he had reached out to CSX Railroad Manager Aubrey Brown he expressed concerns with the proximity of residential to the railroad and potential noise-related issues as the main line is seeing an increasing number of trips, and two crossings are adjacent to the site. Another compatibility concern noted by Mr. Vande Berg was the project's proximity to the airport. Noise from adjacent industrial businesses was of a concern, with audio video being shown of the noise. Morrow Steel, Old Castle Stone, and Wheel Blast (adjacent businesses) all expressed their concern with intrusion of residential and potential noise complaints. It was noted that the nearby new Pasco County development, Bristol Meadows, had made several complaints of noises coming from the industrial uses along Copeland Drive.

Mr. Vande Berg stated that another key concern for the city with regards to land use was the inundation of residential (now at 44% of total lands in the city), and lack of jobs being created.

Mr. Vande Berg addressed city service concerns. He stated that the applicants were using a calculation of 215 gallons per unit per day, while the city utilizes a standard of 300 gallons per unit per day, which increases the potential potable water impact shown by the applicants. Mr. Vande Berg also noted the impacts on the police department, requiring an additional 5 officers to cover the project alone, and sanitation department. The potential impact to the Pasco County School District, and nearby elementary, middle and high schools, was also of concern.

Todd Vande Berg stated that the recommendation of staff and the Site Plan Review Committee was for denial of the project.

Richard Tonnello, Pasco County School Board Planner, addressed the Commission. Mr. Tonnello described the school concurrency process. He commented on the proposed development and solutions for high-capacity schools, with new school sites being proposed which could be built within 2 to 3 years. He stated other considerations for increasing school capacity were additions to existing schools. Mr. Tonnello stated that student generation rates determine a rough estimate of 400 children out of every 1,000 new homes. Commissioner Aker inquired about the likelihood of an increase in school development within the next 5 years, what is the timeframe? Mr. Tonnello stated the School Board has property on Otis Allen Road for another school to be built. He again noted the school concurrency review and stated that the increase in students would be phased over several years. He also noted that charter schools also come into play. Commissioner Sullivan inquired how the School Board determines how many students a development generates. Mr. Tonnello stated it is the school generation rates, and utilizing GIS data and historical information, are able to determine an estimate for new development. He stated that the generation rate for elementary is 0.18, middle school is 0.95, and high school is 1.23.

Clark Hobby addressed the Commission again, stating for the record that Mr. Vande Berg had indicated the proposed project was massive, but that Abbott Square was an approved PUD of a similar size development. He also inquired that if industrial uses across the tracks are such an issue, does the city want more of that type of industrial uses? Mr. Hobby also stated that city staff had recommended

approval of the Gagne PUD immediately south of the subject property for residential purposes. He stated he felt that that Pasco County Economic Development and city staff wanted to keep the area industrial because they believe it may generate jobs, but that industrial uses are locating near interstate 75 instead and questioned the importance of rail. Mr. Hobby stated the closes part of the subject property to the airport was over 4,000 feet away from, and was not really an issue.

Commissioner Sullivan inquired about the potable water rates shown by Florida Design Consultants. Mr. Hobby stated that during planning purposes, assumptions were made, and their analysis showed what the potential buildout scenarios were. Commissioner Sullivan expressed her concern with the potential water usage. Mr. Hobby stated that they are aware the city has water issues and the applicants are willing to pay 100% of their water fees upfront. He noted he was aware the city had put time and effort into designating the subject property as a Readiness Site and that they were willing to pay back the city a quarter of a million dollars for their effort over the years.

Commissioner Aker inquired why the developer would want to subject potential homebuyers to some of the compatibility issues brought up and commented on by utility companies and surrounding neighbors. Mr. Hobby stated that the planning decisions should not be a popularity contest and that for all they knew, adjacent properties may not be meeting city noise ordinance requirements. He stated you had to consider the totality of the circumstances, but that it is not about the opinion of the neighbors and their business versus others. Commissioner Aker noted that she has to look at the totality of the project and that they a responsibility to potential homebuyers ensure their due diligence is conducted. Mr. Hobby stated that if the subject property develops for industrial uses, it will be introducing uses which staff thinks are improper for the existing uses already in place.

Kevin Ryman, 6814 Oakcrest Way, on behalf of ACME Development Corp., addressed the Commission stating that the subject property was once zoned for residential and that the developer was willing to work with the city to meet all its needs. He noted that the property was zoned residential in the past and that they had been approached to rezone it to industrial, and since then they had not had any offers on the property. Mr. Ryman asked how much longer he has to hold on to the property and felt industrial uses were more suited east of the railroad tracks. He added that he believes it to be more appealing for people driving into the city to see residential than industrial uses. Commissioner Aker inquired how he had been approached to rezone in the past. Mr. Ryman stated that he believed it was the city, and late the county who had approached him. Commissioner Aker inquired whether the businesses [business along Copeland drive] were already in existence to which Mr. Ryman stated yes.

Mayor Whitfeld opened the meeting for public comment.

Ed Boudreau, 3749 Copeland Drive, addressed the Commission on behalf of Old Castle. Mr. Boudreau discussed the operations of Old Castle. Mr. Boudreau stated that when Bristol Meadows developed, they received noise complaints. Old Castle worked with the city Code Enforcement on testing and it was found they did not exceed permitted levels. He stated even though they were within permitted levels, Old Castle spent over \$200,000 on noise reduction in an effort to be a good neighbor. He stated he feels property owners should be made aware of existing industrial uses in the area. He stated that Old Castle would like to grow and improve, and work with the city and surrounding uses. Mr. Boudreau stated he objected to the rezoning.

Craig Henry, VP of operations for Old Castle, 3749 Copeland Drive, addressed the Commission. He stated Oldcastle was under their permitted noise levels and welcomed dust testing. He stated one of Old Castle's values was to be a good neighbor. Mr. Henry stated they objected to residential uses as the business produced noise 24/7 and that noise could still travel. He discussed business operations and noted that they may not further invest in Zephyrhills if additional residential were to be introduced into the area. He stated he supports commercial uses but that, from experience in other areas of the

country, residential could cause reductions in their operations which may lead to relocation of the business. Mr. Henry stated he was opposed to residential.

Daniel Germond, 38936 Tucker Road, addressed the Commission stating his concerns for noise and emissions produced by Wheel Blast and Old Castle on Copeland Drive. He stated his concern for potential flooding and privacy with the introduction of residential uses.

Todd Vande Berg stated that land use decisions are not short term, they're long-term decision and its important to consider all the facts.

Mayor Whitfield asked if anyone else would like to speak to the item.

Joan Wikel, Cogg Hill Loop, Majestic Oaks, addressed the Commission stating that although it had improved greatly over the past few years, the 24/7 industrial operations were noisy and dusty. She expressed concern for potential residential uses.

Commissioner Stovall shared conversations had with PEDC who helped the city with the Site Readiness project and working with industrial developers. He stated you can't get more land and once you get rid of the land use for another purpose, then the city can never generate the additional jobs it may create. He stated he believes the city's time is coming for industrial.

Commissioner Aker stated she was not supportive of residential nor industrial uses on the property, and felt for Mr. Ryman's position.

Commissioner Armstrong noted this was a hard decision, but he did not want to see several hundred more families coming in to complain.

Commissioner Armstrong moved to recommend denial. Motion seconded by Commissioner Sullivan. Motion carried unanimously.

2. RZ-0014-22 Agape Baptist Rezoning

Application to rezone from OP (Office Professional) to C3 (General Commercial) submitted by Gulf Coast Construction for a 10 acre parcel at Chancey Road and Laurel Valley Boulevard, approximately 1,500 feet east of Copeland Drive.

Rodney Corriveau, Senior Planner (staff) introduced the item. He stated the application was for a rezoning only, converting the property from OP to C3, [General] Commercial, noting that the subject property was in an industrial area and abutting a mobile home and RV park. Staff provided a description of industrial flex space, such as a solar business with office and staging, shipping facilities and medical supply facilities which would be allowed under code. He noted that uses like publishing and printing could also be considered. Mr. Corriveau stated pedestrian and vehicle traffic would be minimal, and that the water study showed a low potable water usage. Connection to Laurel Valley Boulevard warranted further review.

Commissioner Armstrong inquired whether there was a list of allowed C3 uses included in the package and whether "noise makers" were on the list. Mr. Corriveau gave an example of a use that could be considered and noted that any heavier uses would have to be approved as a conditional use. He noted the proposed uses were generally low-traffic generators and referenced the proposed storage use at the back of the property. He stated that a traffic study would be required to further analyze turn lanes and roadway improvements.

Commissioner Sullivan asked if water usage would be similar to the existing use as a church? Mr. Corriveau stated staff coordinated with the Utilities Department and that a use like this was typically less than residential use, noting that self-storage uses are generally low water users. He stated the Utilities Department did not have any issues with the potential growth of the subject property.

Mayor Whitfield opened the floor for public comment.

Mike Chaney, 3818 Royal Troon Way, Majestic Oaks, addressed the Commission. He stated he was against the change from Office Professional to General Commercial. He expressed concern with being adjacent to the industrial on both sides of Majestic Oaks, light and noise pollution, stormwater, and access to the site. He stated he would like to see it stay office professional.

Sandra Pratt, addressed the Commission and expressed concern with access to the site. Commissioner Sullivan inquired if the road in question was Laurel Valley Boulevard to which Ms. Pratt stated yes and that it was a private road. Mr. Corriveau stated it was staff's understanding it was a public road, but that they would have to do further research. He noted that if it was a public right-of-way, the property owner would have all rights to utilize it; however, if it was private, the applicant would have to design ingress/egress based upon a private right-of-way or off of Chancey which would require a County Right-of-Way Use permit.

Commissioner Aker inquired if there were interested parties in developing the concept plan? Shelly Johnson of Shelly Johnson, PA, 6400 Madison Street, New Port Richey, addressed the Commission on behalf of the applicants. Ms. Johnson noted there were not currently any buyers for the property and that the rezoning request was to position the property for future infill development.

Ms. Johnson stated the applicants would look into the issue with Laurel Valley Boulevard before the City Council meeting and felt there would be no issue providing access to the site whether by easement on the private road or via Chancey Road.

Matt Maggard, City Attorney, noted that this application was for rezoning only and that a plan would not come back to the Commission if permitted by right, only Conditional Uses would go back.

Commissioner Armstrong stated that the Commission would not see the project back with Euclidean Zoning. Staff clarified that if a conditional use was required by the land use table, or a use exceeded the height limitations of the zoning/use, it could come back to the Commission.

Craig Randy, resident of Majestic Oaks RV Park, addressed the Commission stating his concern that if the area gets approved for warehouse uses, increased noise from trucks and traffic was possible. Mr. Randy stated he was not in favor of the rezoning.

Terry Lockner, resident of Majestic Oaks addressed the Commission, inquiring if it would be all buildings and asphalt, and where drainage would be. He stated concerns with existing flooding in the area. Mayor Whitfield stated the applicants would be required to retain the water on their property and a drainage plan would be required.

Commissioner Vanater moved to recommend approval. Motion seconded. Motion passed unanimously.

3. **ANX/FLU/RZ-0014-22 Blue Triton**

Application submitted by Blue Triton for simultaneous review of petitions for annexation; Small scale future land use map amendment, changing the FLU classification from Pasco County RES-3 to City IN (Industrial); and rezoning from Pasco County R1 to City LI (Light Industrial) pertaining to +/-8.43 acres of real property generally located on 20th Street immediately south of the existing facility.

Rodney Corriveau, Senior Planner (staff) addressed the commission. He gave a brief overview of the applications, noting that Blue Triton, formerly known as Nestler Waters, were proposing to annex, amend the future land use and rezone for the purpose of expanding their existing parking area. Mr. Corriveau noted the applicant was willing to work with the adjacent residential community on additional buffering and noted the city's minimum code requirement. He stated the applicants had submitted an application to Pasco County to vacate a portion of Leaf Lane.

Commissioner Sullivan inquired about the height of the proposed fence. Staffs stated the LDC required a 6-foot-high fence.

Linda Pierson, Planner representing the applicants, addressed the Commission beginning with a history and business information of the plant itself, benefits of the expansion, proposed project and criteria for annexation, FLU and rezoning. Ms. Pierson stated the expansion for the parking lots was related to parking for trailers and that any future building expansion would occur to the east of the existing building. Referencing Leaf Lane, she stated that the right-of-way was originally platted over 100 years ago and never accepted by Pasco County. She stated the application for right-of-way vacation (through Pasco County) does not have anything to do with what current and historical access to and used by the nearby residents, it is just housekeeping.

Ms. Pierson described the type C landscape buffer and indicated the actual design was being conducted by the landscape architect and the city. She stated a 20-foot buffer with two rows of trees and shrubs was required. She stressed the need for security on the site, stating that a solid buffer was needed and wood fence would not suffice.

Ms. Pierson addressed the concern for water. Referencing a study by George Mason University entitled "Does Land Development Pay for Itself?", she stated the findings showed that industrial users showed the lowest demand on city services/facilities.

Ms. Pierson stated that stormwater layout and sizing shown was what was believed to be the maximum needed, but had not yet been finalized.

Commissioner Sullivan inquired what type of fencing would be proposed. Ms. Pierson described the types of screening, including a wall, that would likely be used.

Commissioner Sullivan inquired about lighting at night for the proposed parking area. *[Public comment from the audience stated it was very bright.]* Ms. Pierson stated improved lighting design could be directed down into the parking lot versus out onto adjacent properties.

Ms. Pierson stated that the applicants are willing to work with the residents to determine if either fence or wall would be installed, and other landscape improvements were discussed. It was noted that potable water and wastewater demands were anticipated to be lower than for residential uses.

Commissioner Vanater asked for clarification on where the building expansion would be. Ms. Pierson stated it was not a part of the subject properties and would occur on the north east side of the plant. Parking would be expanded on a portion of the existing site.

Commissioner Vanater inquired about water usage. Ms. Pierson stated they purchase water from the City and a portion came from Crystal Springs. Matthew Maggard, City Attorney, noted that the purified water came from the city.

Ms. Pierson stated they had not finalized the design of the wall (solid buffer) because they were waiting to hear from the community. Mr. Corriveau clarified that chain-link fencing was allowed in LI zoning but that the location of the wall or fence (inside or outside the buffer) could be worked out with the community.

Mr. Corriveau noted there were conditions in the City's code for light pollution.

Mr. Corriveau stated that the anticipated project buildout is 5 years and that the applicants were working with the city to increase the water use permit. He noted that water usage for industrial and residential uses fall within different categories for usage. Mr. Corriveau stated the projected water use at buildout would be 128,000 gallons per day. Commissioner Armstrong inquired whether the 128,000 gallons per day was the additional, or entire plant. Staff stated it was for the additional. Mr. Maggard stated that industrial uses were calculated on the permit differently than residential.

Commissioner Sullivan inquired whether trees would be maintained. Ms. Pierson stated yes.

Jim Willis, 4142 Breezewood Drive, addressed the Commission with his concerns.

[LOSS OF AUDIO]

Discussion was had [*Public comment from the audience*] on the concerns of nearby residents who complained of noise, light, and littering issues resulting from the plant.

Commissioner Sullivan inquired how much room was between the fence and parking expansion area. Mayor Whitfield inquired whether they could provide a double buffer around the parking lot and stated his concerns with lighting intrusion onto nearby residents.

Vincent Stokes, 4128 Breezewood Drive, addressed the Commission with his concerns on the project.

[LOSS OF AUDIO]

Commissioner Ryman left the meeting at 9:18 PM.

Commissioner Aker addressed a resident's concern with mosquitos resulting from existing and proposed retention ponds. Ms. Pierson recommended that they contact Pasco County Mosquito Control. Commissioner Aker also asked that residents' concerns, specifically with litter from truck drivers be addressed and suggested installation of security cameras. Ms. Pierson stated that to her knowledge the company had not received those types of complaints, and residents [*from the audience*] indicated the company was not easily reached.

Mayor Whitfield called for a motion. A motion was made to approve. Motion died from lack of second.

Motion to move forward without a recommendation. Motion seconded. Motion carried unanimously.

VI. ADJOURNMENT

Mayor Whitfield adjourned the meeting at 9:29 PM.

Attachment 2 - Neighborhood Meeting Summary

Date: February 2, 2023

To: Rodney Corriveau, Senior Planner, City of Zephyrhills

From: Linda Pearson, Land Use Consultant, Blue Triton Brands, Inc.

Subject: Neighborhood Meeting Summary of January 16, 2023

The information below provides a summary of the issues discussed and/or requested by residents at the neighborhood meeting held on Monday, January 16, 2023 at Alice Hall.

We followed the following agenda for this meeting:

1. Introduction
2. Updates to the site plan
3. Updates to landscaping plan
4. Review of previously voiced resident concerns
5. Open discussion of questions/issues
6. Wrap Up

Each of the specific issues are enumerated below. Follow-up comments that were provided either at the meeting or subsequent to that meeting are provided in italics.

1. Site Plan and Landscape/Buffering Plans: *Updated plans were presented in response to issues raised at the October 18, 2022 planning commission meeting and/or subsequent contacts with interested residents. Residents were pleased to see and hear that the proposed expanded parking lot has been reconfigured from the initial proposed distance of 135' to their property and has been increased to 265+/- feet. Residents have specifically requested that there be no solid buffer between their property line and the new landscape buffer. They prefer that any proposed chain-length fence be provided on the north side of the buffer so that they can see and enjoy the new landscaping and trees, etc., without visual interruption. **The applicant has agreed to that pending staff review and approval.***
2. Waste Connection Inc.: *Residents were again reminded that the use of BTB property by garbage trucks will be required to be modified at such time as construction begins. Maneuvering the large trucks on private property is not currently permitted. Modifying the trucks turning movements should not have any negative effect for their continued garbage service.*
3. Mosquito Control: *Neighbors were advised that the Pasco County Mosquito Control website : (pascomosquito.org) is available where service requests can be made online. An alternative method can be made by calling the office directly at 727-376-4568. This*

service is provided free to all Pasco residents and can be used at any time to report a need for service.

4. Mowing/Landscaping/General Cleanup: Street littering is a big nuisance. Will BTB help with picking up the trash along 20th Street from the truck entrance to Woodland (on BTB property). *Aaron Mitchell, BTB Plant Manager, was present and has advised that he is coordinating this activity with his company to provide this service on both sides of 20th Street abutting their property.*
5. Truck Traffic on 20th Street: Truck traffic, along with additional commercial and residential traffic blocks their ingress/egress from Woodland Drive. They have difficulty getting in and out of their streets during high traffic periods, which results in delays and additional time waiting to leave or enter their street. *The BTB planner, Linda Pearson, offered to draft a letter to Commissioner Oakley who represents District 1 in which their property is located. The letter will request traffic signage be installed to “Do Not Block Intersection” or some other appropriate language. Letter was emailed to Mrs. Mann and Mr. Stanek this date for them to get signatures of residents to be included with the request.”*
6. BTB Truck Entrance Signs Relocation: Comments were expressed with a suggestion that BTB relocate the directional signage for semi-trucks to use the truck entrance in order to give more notice to slow down and turn at the right location. *Subsequent to the neighborhood meeting, Mr. Mitchell advised that the signage has been modified to better serve the truckers and residents.*
7. BTB Vacant Residence on North Side of Woodland Drive: Residents inquired of Mr. Mitchell as to the plans and intent for the vacant residence. *Mr. Mitchell advised that he was aware of the current status of roof damage, etc. to that residence, but that he has received no information or direction, at present, as to future plans for the structure at this time.*
8. Annexation of BTB Vacant Lot on South Side of Woodland Drive: Residents are requesting for the vacant lot on the south side of Woodland Drive to be deleted from the annexation, comprehensive plan amendment, and rezoning application. Their reasoning is that because BTB has no plans for this lot in its current development plan, that it be removed in order for it to remain in unincorporated Pasco County . As such, its land use designations will continue to match all the other lots on the south side of Woodland Drive. Further, it will not create an “enclave” of a city lot between the two county lots with unincorporated resident-occupied homes on either side of it. ***Updated information relating to this request has confirmed that the applicant, BTB, Inc., has no objection to this request. We wish to officially advise city staff and seek direction as to how and what should be prepared, if anything, to grant this resident request.***
9. Residents at 39012 Woodland Drive (Ellison) Reports of Flooding. They expressed issues after heavy rain events. Water runs from the north toward their property. It has previously been so severe that Duke Energy has had to pour a concrete slab to raise the transformer that is at the corner of their property in order to control the water and keep the transformer dry. *The BTB construction project manager, Luke Schneider, has requested the civil engineer to investigate this concern and to report back his findings to determine the cause for this issue and report any suggestions that BTB might make to*

prevent it in the future. If it is determined that the cause is off the BTB site, further action by other others may be recommended.

10. Neighbors Request Modified Location of Solid Fence/Wall: There are several reasons the residents requested that any solid buffer be relocated to the south and east side of the proposed parking lot instead of at the shared property line.
- The location of a solid buffer at or near the shared property line would block their view and enjoyment of the new landscape buffer.
 - The reason for a solid buffer is to decrease any disturbance, view, lighting, noise, activity, etc., from adjacent property owners.
 - They expressed the preference that this buffer (detail yet to be determined) be placed near the actual location of the activities that may cause them disturbance.

Further, the location of the buffer nearer to the activity area would be a better choice in which to contain any potential disturbance within the actual site instead of allowing it to travel to the edge of the property line (approximately 265 + feet away from the source) before trying to contain it. ***The clients have no objection to the location of said buffer at this proposed location.*** *They are currently undergoing further investigation and analysis as to the most efficient and cost-effective way to accomplish this request in the way of construction types, size, width, and height options.*

11. Wells and Septic Tank Questions: A question was asked about a well for landscaping the new buffer and how that might affect the existing resident wells and septic tanks. *Linda responded that all wells are required to be permitted by SWFWMD and they must meet a 75-foot distance between it and any operating septic tank. Septic tanks are permitted by the Environmental Health section of the county health department. A site plan is required to confirm the distance between the proposed septic tank and any wells within 75 feet. BTB, as well as any applicant for either a well and/or septic tank, must meet these state requirements at the time of permitting. Well drillers and septic tank installers are aware of and must adhere to these permitting requirements before any construction is commenced.*

End of Night Summary

- Buffer/Barrier Wall
 - No Opposition
 - The Taller the Better
- Chain-link Fence
 - On BTB side of buffer
 - Neighbors want to see landscaping
- Lot at S/S Woodland
 - Leave in County
 - Remove from annexation, etc.
- Well/Septic Setback
 - Impact to BTB owned properties

- b. How close can these be to neighbor systems
- 5. Letter to County Commissioner
 - a. Linda has drafted and provided to residents for signatures and direct mailing or delivery to Commissioner Oakley

We believe that these revisions and the interaction with the community and applicant were successful. We look forward to hearing from you and bringing this project to a successful conclusion.

Please contact me if you have any questions or concerns.

ORDINANCE NO. 1458-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 13-26-21-0110-00000-0010 LOCATED AT 4211 AND 4210 BREEZEWOOD DRIVE; 4210 AND 4211 CAMPHORWOOD LANE; 39101 AND 39119 WOODLAND DRIVE, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED

WHEREAS, Blue Triton Brands, owners of the lands hereinafter described in Section 1 below, have authorized the annexation by the City of Zephyrhills of the lands herein described in Section 1, below; and

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill area, and to extend the City limits upon receipt of written consent of the land owner, together with the approval of the City Council after notice and public hearing; and,

WHEREAS, the City Council has reviewed and evaluated the applications submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

Section 1. The following described lands, lying and being situated in Pasco County, to wit:.

Parcel/Tax I.D. NUMBERS: 13-26-21-0110-00000-0010

Legal Description:

A parcel of land lying and being in the West ½ of Section 13, Township 26 South, Range 21 East, Pasco County, Florida; said parcel being a portion of ZEPHYRHILLS COLONY LANDS, according to the plat thereof recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida, and being more particularly described as follows:

COMMENCE at a point marking the Northwest corner of the Southwest ¼ of Section 13, Township 26 South, Range 21 East, Pasco County, Florida; thence coincident with the North boundary of the Southwest ¼ of said Section 13, s 89° 58'35" E a distance of 25.00 feet to a point coincident with the East right-of-way boundary of 20th Street; thence departing said North boundary, coincident with said East right-of-way boundary. S 00°04'24" E a distance of 1664.57 feet to a point coincident with the South boundary of Tract 104, ZEPHYRHILLS COLONY COMPANY LANDS, according to the plat thereof recorded in Plat Book 1, page 55, of the Public Records of Pasco County, Florida, said point being the POINT OF BEGINNING; thence departing said East right-of-way boundary, coincident with said South boundary, N 89°49'26" E a distance of 633.81 feet to a point coincident with the East boundary of said Tract 104, thence departing said South boundary, coincident with said East boundary, N 00°05'15" W a distance of 332.95 feet to a point marking the Northwest corner of Tract 103 of said Plat ZEPHYRHILLS COLONY COMPANY LANDS; thence departing said East boundary, coincident with the North boundary of said Tract 3 and the Easterly extension thereof, N 89°51'34" E a distance of 674.57 feet to a point marking the Northwest corner of said Tract 102; thence coincident with a line being the Easterly extension of the South boundary of the lands described in Official Records Book 7746, Page 1412 of the Public Records of Pasco County, Florida; thence departing said West boundary, coincident with said South boundary and its Easterly extension thereof, S 89°57'39" W a distance 211.55 feet to a point coincident with the East boundary of the lands described in Official Records Book 7774, Page 1667 of the Public Records of Pasco, Florida; thence departing said South boundary, coincident with said East boundary, S 00°03'32" E distance 10.51 feet to a point marking the Southeast corner of said lands; thence departing said East boundary, coincident with the South boundary of said lands and the Westerly extension thereof, S 89°49'28" W a distance of 308.00 feet to a point marking the Northeast corner of the lands described in Official records Book 7631, Page 1180 of the Public Records of Pasco County, Florida; thence coincident with the East boundary of said lands, S 00°03'32" E a distance of 260.46 feet to a point marking the Southeast

corner of said lands and the Westerly extension thereof, S 89 49'45" W a distance of 788.60 feet to a point coincident with the East right-of-way boundary of 20th Street; thence coincident with said East right-of-way boundary, N 00 04'24" W a distance of 187.89 feet to the POINT OF BEGINNING.

Containing an area of 332,793.85 Square Feet, 7.640 acres, more or less.

Section 2. Said lands are contiguous to or is infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in the said area to be annexed have given written consent to have such annexation for said area. This annexation is subject to the following conditions:

- i. Installation of a 14-foot sound attenuation barrier to be located at the south and east perimeter of the proposed expansion of the parking area. Barrier shall be a type designed for Industrial, Commercial, Institutional, Roads, Highways & Bridges, Rail, and Residential Developments. This system shall be manufactured with slots on the front face of the panel and acoustic mineral wool enclosed within the absorptive panel, and include proven and tested properties to consistently reduce noise. This wall shall include noise reflective panels in addition to absorptive panels.
- ii. Where feasible, an increased "Type C" landscape buffer between the subject's southern property boundary and abutting the Woodland Acres neighborhood consisting of not less than a 50% increase in the required canopy trees and understory trees, as required by the LDC (shrubs shall not qualify as additional required material), and;
- iii. Payment of tree mitigation fees for removal of trees over and above maximum allowed to be removed, as described per the LDC, and;
- iv. Site lighting that reduces glare and light pollution on abutting Woodland Acres neighborhood and is in conformance with any and all FAA regulations due to proximity of runway approach(s) (if applicable). A photometric plan shall be submitted indicating such conformance and reduction of light pollution on abutting Woodland Acres neighborhood.

Section 3. The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, F.S., and pursuant to the Charter of the City of Zephyrhills, to annex contiguous or infill areas and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 4. It is the intention of the City Council of the City of Zephyrhills, Florida to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of lands within its territorial limits upon the final passage of this Ordinance.

Section 5. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1458-23 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 8th day of May, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Lance A. Smith, Council President

The foregoing Ordinance No. 1458-23 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 12th day of June, 2023.

Attest: _____

Lori L. Hillman, City Clerk

Lance A. Smith, Council President

The foregoing Ordinance No. 1458-23 was approved by me this 12th day of June, 2023.

Melonie Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.3

Blue Triton Brands Future Land Use Map Amendment (FLUMA) and Rezoning
Second Reading **ORDINANCE NO. 1459-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-3 (THREE RESIDENTIAL DWELLING UNITS PER ACRE) TO CITY I (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY R-1 TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 7.640 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 13-26-21-0110-00000-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1459-23 on the Second Reading

Issue:

The applicant plans an expansion to the existing water plant. The building improvements will be located on the parent tract that is located north of the subject property. The new building construction will take place adjacent to the east side of the existing facility. The parking lot will be extended in a southerly direction and a sound attenuation barrier is proposed at the perimeter of the lot. The balance of the annexed land will be utilized for an expanded retention area.

Additionally, increased buffering and landscaping is proposed to help mitigate the effects of the expansion, in particular on the adjacent Woodland Acres neighborhood.

Background:

The applicant obtained the neighborhood's input (at a neighborhood meeting held on January 16, 2023) and incorporated that input into the project scope, including the landscape/buffering plan and sound attenuation barrier presented to you this evening.

Attachment(s):

- 1. ANX 14-22 Staff Report for Blue Triton ANX REZONE FLUMA (3)
- 2. ANX 14-22 Attachments for Blue Triton ANX REZONE FLUMA (3)
- 3. Ordinance 1459-23 BTB FLUMA and Rezoning

Fiscal Impact:

Staff Recommendation:

Staff recommends approval of this petition for annexation, rezoning (to LI (Light Industrial)) and FLUMA (to I (Industrial)).

Staff Report Memorandum

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Senior Planner
RE: ANX 14-22 – Blue Triton Annexation, Land Use Map Amendment, and Rezoning Planning Director’s Report
Date: April 24, 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Linda Pearson, Land Planner on behalf of the property owner, Blue Triton Brands, Inc. The subject site is 7.64 acres (More or Less (mol)) and located on 20th Street immediately south of the existing facility. See Figure 1 – Aerial Map and Figure 2 – Location Map.¹

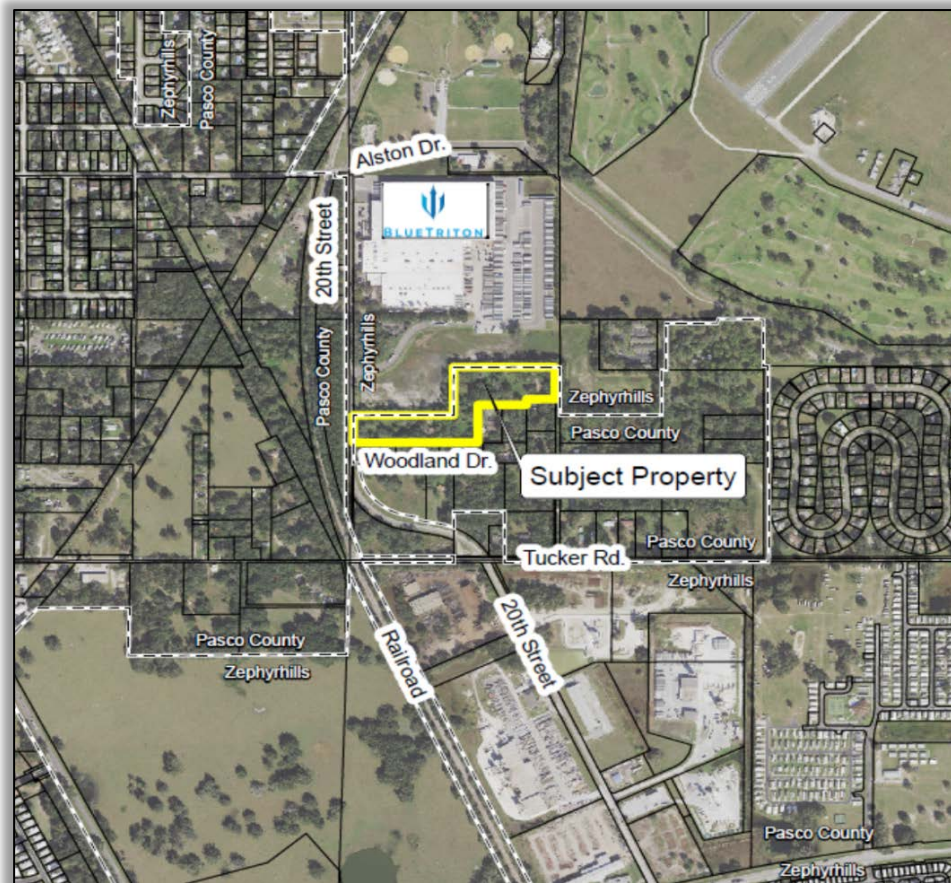


Figure 1 – Aerial Map

Courtesy Diaz Pearson & Associates

¹ 'Figures' contained herein are attached in original format.

The Planning Department has coordinated with several concerned residents regarding landscaping and buffering along the subject area and adjacent residential neighborhood of Woodland Acres. Those landscaping and buffering concerns are being addressed with the applicant and the neighbors as the applicant drafts the necessary site landscaping plans. Please see Section IV – Data and Analysis Review, subsection B. Compatibility Analysis/Annexation of FLU and Zoning for more details.

ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY'S WATER SUPPLY IS: 128,632 GPD AT PROJECT BUILD-OUT OVER A FIVE YEAR PERIOD. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION 'BENEFICIAL' TO THE CITY AND ITS REQUEST FOR AN INCREASE TO THE WUP (WATER USE PERMIT) WITH THE SWFWMD. THE PLANNING DEPARTMENT HAS FIELDDED CONCERNS AND QUESTIONS FROM SEVERAL RESIDENTS IN THE ABUTTING SUBDIVISION REGARDING THE INCREASED WATER USAGE. THOSE CONCERNED RESIDENTS HAVE BEEN DIRECTED TO THE UTILITIES DEPARTMENT FOR ANSWERS TO WATER-RELATED QUESTIONS. PLEASE SEE IMPORTANT INFORMATION REGARDING THE WUP UNDER SECTION D., PUBLIC SERVICES ANALYSIS IMPACT.

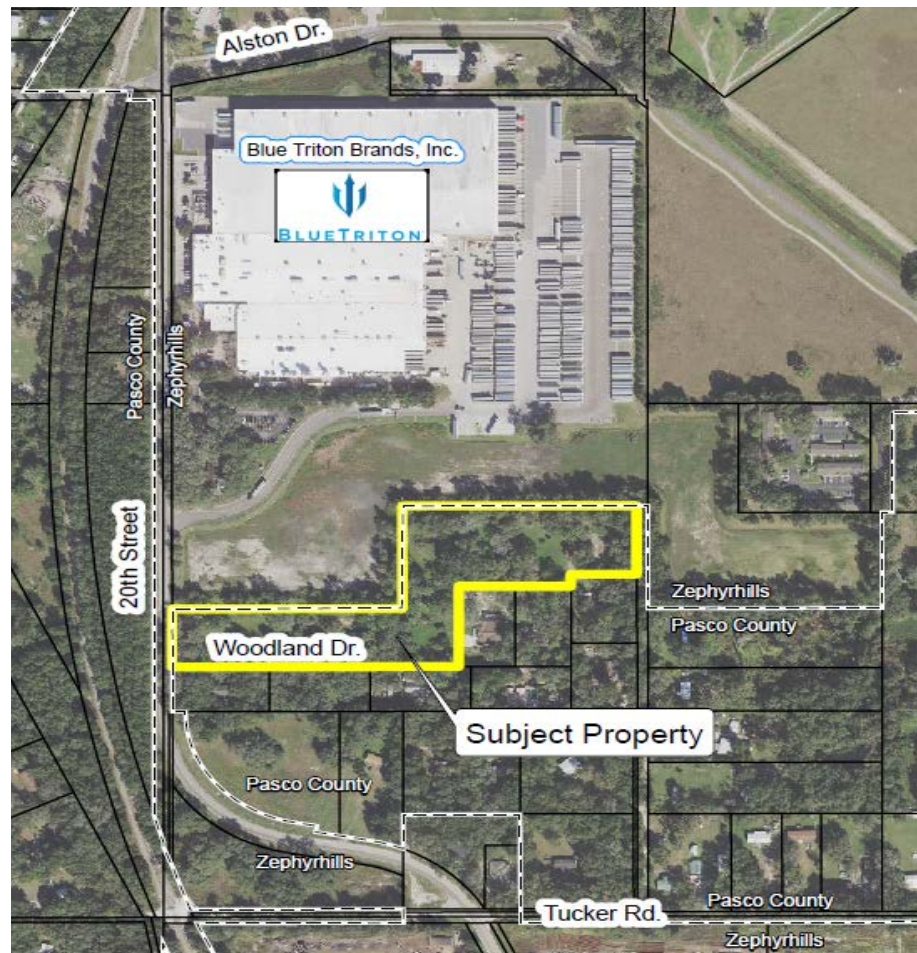


Figure 2 – Location Map

Courtesy Diaz Pearson & Associates

Light Industrial

Blue Triton Brands, Inc. is formerly known as Nestle Waters North America, Inc. The subject property is generally located east of 20th St./Copeland Drive in the southeastern portion of the City of Zephyrhills. The subject of this three-part application under review includes approximately 7.64 acres and stems from the applicant purchasing many of the homes adjacent to its facility over the years. It is irregular in shape and is bordered on the north, east, and west by the Blue Triton

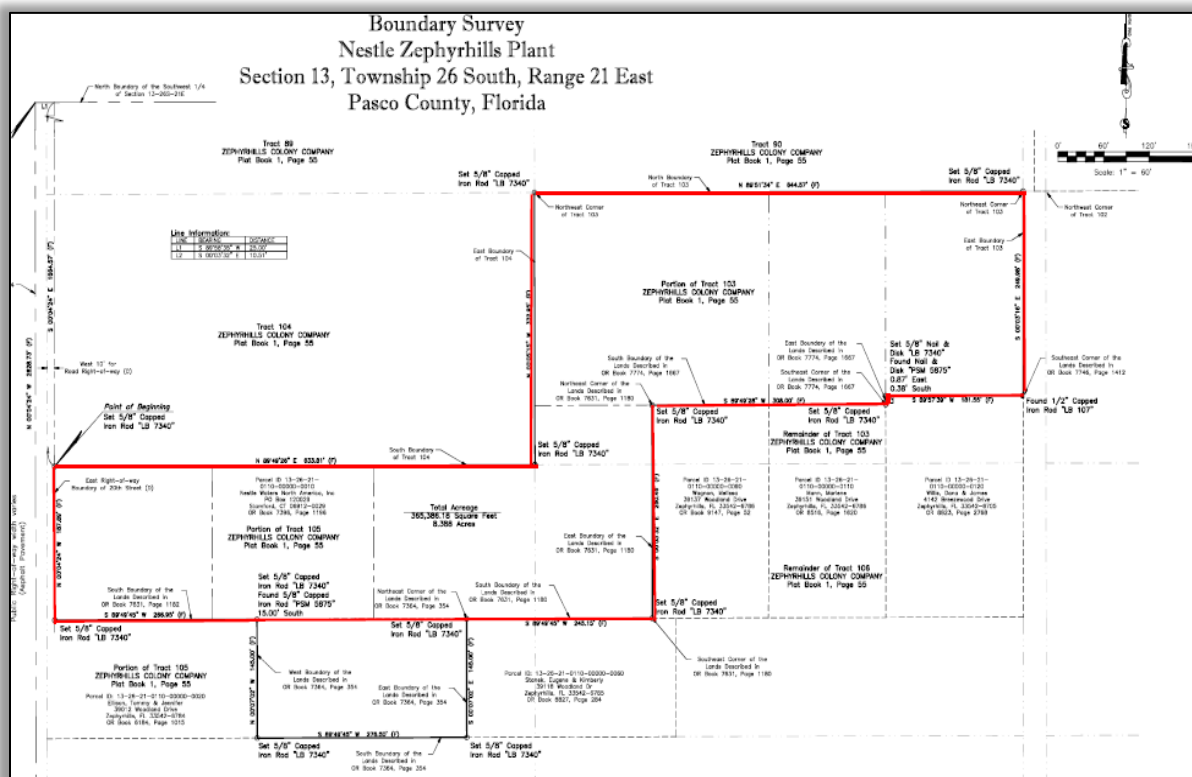


Figure 3 – Proposed Properties Annexation Area Map *Courtesy ServTech Solutions and Whiting-Turner – Highlighted by Staff*

Properties. Please see Figure 3 – Proposed Property Annexation Area Map for the configuration. The existing water plant operation is directly north, and to the west of the subject property is 20th Street. The property on the east is improved by the plant operations and utilized for retention.

This application identifies Parcel ID Number 13-26-21-0110-00000-0100 and includes the six individually addressed lots listed below within its boundary. 4210 and 4211 Breezewood Drive, 4210 and 4211 Camphorwood Lane, 39101, and 39119 Woodland Acres. All properties fall under the same Parcel ID Number.

The Zephyrhills future land use map indicates the subject area to the north, east, and west of the subject property as Industrial. The City Zoning Map assigns the Light Industrial Zoning District to the surrounding areas of the subject. The applicant proposes to annex these lots from unincorporated Pasco County into the City of Zephyrhills.

The general area of southeastern Zephyrhills contains a blend of Industrial, Mixed Use and Residential uses. The County jurisdiction is generally approximately 800 feet (MOL) in depth from the south side of the subject property before reaching the existing city boundary along Tucker Road. The properties in this area contain Future Land Use Map Plan categories of Industrial and General Commercial within the Zephyrhills city boundary. The unincorporated county lands that abut the south side of the subject property are platted for large lot residential uses.

III. Proposed Development:

The applicant plans an expansion to the existing water plant. These building improvements will be located on the parent tract that is located north of the subject property, see Figure 4 – Proposed Plant Expansion. The new building construction will take place adjacent to the east side of the plant operation. The existing parking lot will be extended in a southerly direction to provide additional plant parking for the expanded operations. The balance of the land being annexed will be utilized for an expanded retention area and buffering/landscaping. The annexation and vacation of unused and unimproved platted rights-of-way will be used to connect to and provide an enlarged retention to serve the existing and proposed plant facility.²

² Please note that this application for Annexation, FLUMA, and Rezoning coincides with an independent application with Pasco County to remove an access easement along the unrecorded and unimproved rights-of-way in the Woodland Acres subdivision that are currently owned by the applicant (Breezeway Drive and Camphorwood Lane). Additionally, the northern portion of Leaf Land that lies between the subject annexation area and the proposed pond area of the expansion plans is the subject of a proposed ROW vacation as well. The vacation request does not include the balance of the rights-of-way that currently serve and shall continue to serve and provide ingress/egress access to the existing residential properties within the subdivision or along Leaf Lane. No land-locking will be permitted to occur for the remainder of the properties within the subdivision or along Leaf Lane. The application for a ROW vacation was approved by the BOCC at its regularly scheduled meeting on January 10th 2023, please see attached Resolution Number 23-058 and supporting information.

*As part of the JPA process between the City and the County, the County facilities department coordinated with the City utilities department for comment. The City utilities department noted that no City of Zephyrhills utilities exists within the subject area subject to the vacation or easement removal. **The information regarding the vacation of right of way is provided by Staff to the City Council as background information.***

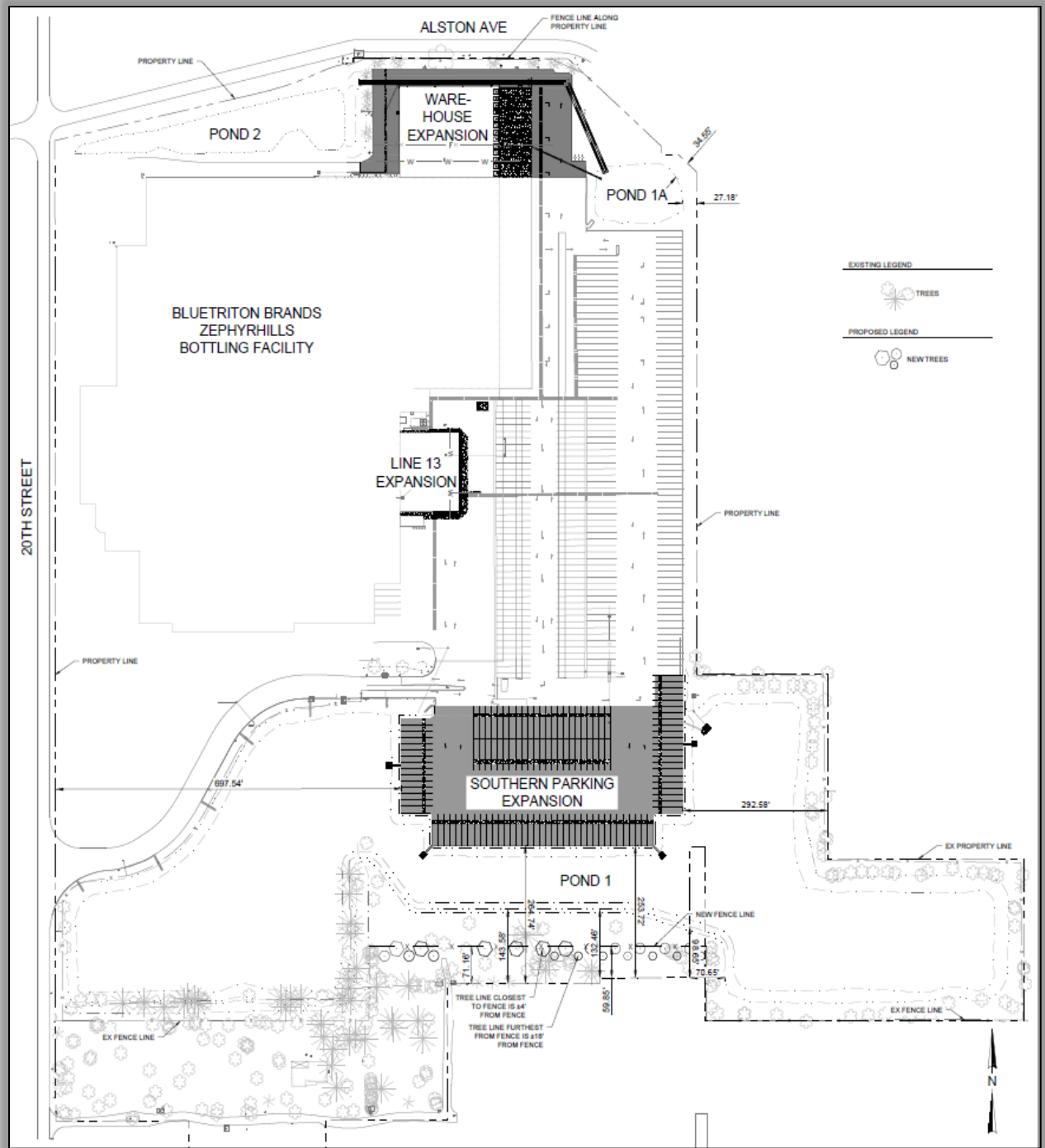


Figure 4 – Proposed Plant Expansion

Courtesy Whiting-Turner

IV. DATA & ANALYSIS REVIEW

A. Character Analysis

East – Vacant land and various City land utilized as golf course, airport and waste water treatment plant.

West – Rail road tracks and various residential uses.

North – Existing water plant and Alston Ave/Public Parks.

South – Residential, and further south various industrial uses.

B. Compatibility Analysis/Annexation:

Annexation: The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statutes, and complies with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills (Please see Figure 3 – Proposed Properties Annexation Area Map):

State Statutes Chapter - 171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

Currently the subject property is surrounded on three sides (north, east, and west) by plant properties that are already located within the city limits. Staff feels that an annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary. Furthermore, the proposal meets the guidelines as prescribed above.

Compatibility: The immediate area of southeastern Zephyrhills includes lands that are publicly owned tracts owned by both the city and the county. The Pasco County owned land is on the south side of Tucker Road which provides mixed uses until the pavement terminates near the Samuel W. Pasco Recreation Park.

The general area of this portion of the city includes the existing water plant, offices, general businesses, and single family detached residential. Other uses in the vicinity include the City of Zephyrhills Airport, city golf course, and various city utility wastewater infrastructure operations. To the immediate west is a strip of land owned by the city, which appears to be the previously vacated ACL railroad right-of-way that parallels that portion of 20th Street.

The subject property abuts 20th Street at the Woodland Drive intersection. At this location, the west side of 20th Street contains city and county owned parcels and additional unincorporated mixed use county parcels. It is at this intersection that all the residential lots immediately south of the subject property gain access to their properties from the 20th Street public right-of-way. There are no changes proposed to Woodland Drive or to the various areas of Leaf Lane, Breezewood Drive or Camphorwood Lane that have historically served this area.

1. Future Land Use Map (FLUMA) Amendment

- (a) The subject property (7.64 acres) qualifies as a small-scale plan amendment;
- (b) The request is to change the subject property's future land use designation from Res-3 to Industrial and is consistent with the abutting properties, which are:
 - i. Industrial to the north
 - ii. Public/Semi-Public to the east
 - iii. Various residential land use assigned properties to the south (County)
 - iv. Various residential land use assigned properties to the west (County)
- (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- (d) Utility capacity is available for the proposed petition. As indicated by the applicant and verified by Planning Staff "[John Bostic] ...further added that capacity should not be an issue since the proposed improvements on the subject property is basically planned for parking and stormwater retention" (Please contact Mr. Bostic of the Utilities Department for specific questions on usage and the water use permit (WUP));
- (e) Transportation:
 - (1) Subject parcel abuts 20th St and a City ROW use permit will be required at the time of site plan review;
 - (2) The Industrial expansion of the facility is projected to have a de minimus traffic impact, as presented to the Director in an email dated May 25, 2022. City of

Zephyrhills LDC defines de minimum at less than 1,200 average daily trips. The existing usage is currently operating under a de minimus impact. As a reminder the City is currently updating its de minimus, as well as other traffic impact regulation in coordination with its consultant and the County.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential industrial element. See Figure 5 – Proposed FLU Map.³

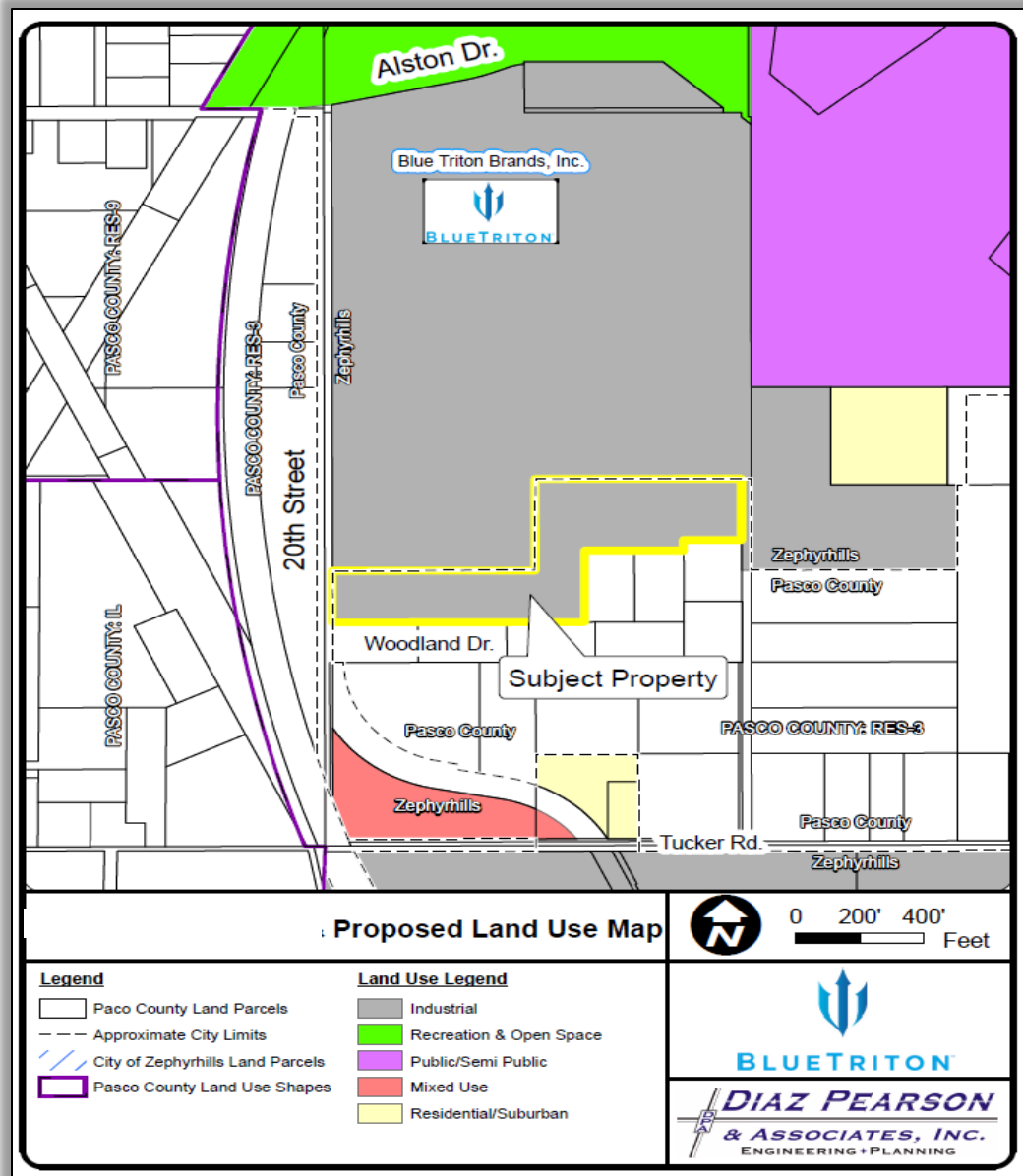


Figure 5 – Proposed FLU Map

Courtesy Diaz Pearson & Associates

³ Existing FLU Map attached

2. Rezoning

- (a) The request is to change the subject property's zoning classification from County Res-3 to LI;
- (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
 - i. LI to the north
 - ii. AP-1 and AP-2 to the east
 - iii. Various residentially zoned properties to the south (County)
 - iv. Various residentially zoned properties to the west (County);

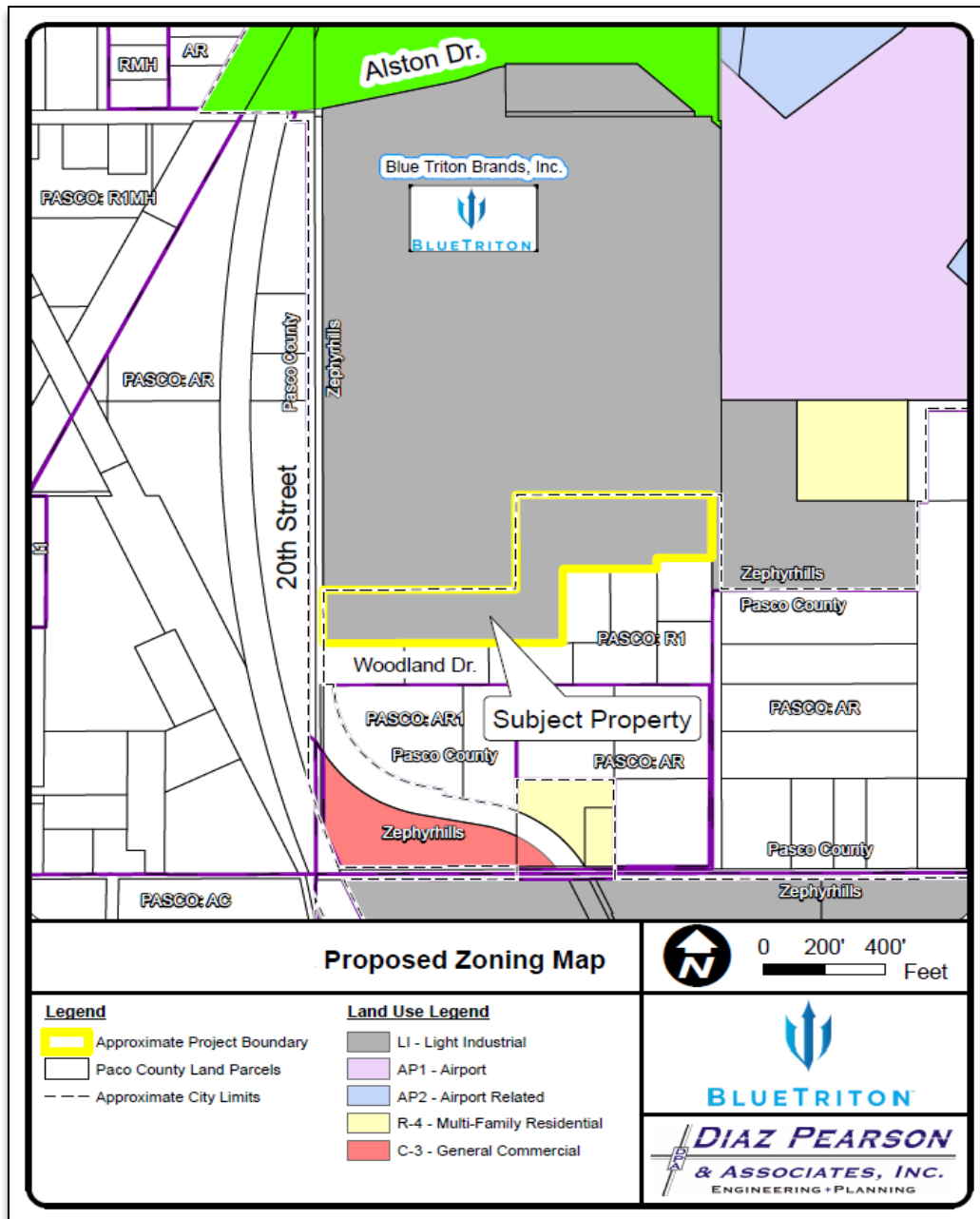


Figure 6 – Proposed Zoning Map

Courtesy Linda Pearson, Land Planner

- (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for industrially zoned properties becomes greater. This rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning, while providing for employment opportunities and increased tax base. See Figure 6 – Proposed Zoning Map.⁴

C. Natural & Historic Resources Analysis

The following site characteristics are provided (An Ecological Due Diligence Report produced by ECS dated August 19th 2022 has been submitted by the applicant and is available upon request):

1. Soil Types – Various well-drained soils (Pomona, Tavares and Sparr, Zero to 5 percent) that are generally well-suited for development. See ECS report
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – Per the ECS report, there are no wetlands, but a manmade body of water does exist on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – There appears to be several potential qualifying habitat areas including but not limited to gopher tortoises. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, THE ANTICIPATED IMPACT ON THE CITY’S WATER SUPPLY IS: 128,632 GPD AT PROJECT BUILD-OUT OVER A FIVE YEAR PERIOD. THE UTILITIES DEPARTMENT HAS DEEMED THIS APPLICATION ‘BENEFICIAL’ TO THE CITY AND ITS REQUEST FOR AN INCREASE TO THE WUP (WATER USE PERMIT) WITH THE SWFWMD.

⁴ Existing Zoning Map attached

	In an email received by the Planning Department through John Bostic, Utilities Department Director from Michelle R. Hays, MS, PG, Senior Scientist with Jones Edmunds ⁵ , “The projected commercial using SWFWMD’s method assumes the percentage will remain the same. They didn’t allow us to claim additional industrial at the last renewal because we didn’t have anything definitive. The projections in the Work Plan assume 700,000 gpd demand to account for redevelopment of the industrial area and Blue Triton projected water use. We looked at the projected commercial from the historical percentage and if it was less than existing commercial + 700,000 gpd we increased it for the various development scenarios. If you have significant commercial/industrial users in the service area they can be claimed outside the per capita numbers, but SWFWMD likes to see letters of commitment or approved plans before they grant it.”
SEWER	Anticipated minimal impact according to the Utilities Department.
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal does not require a formal traffic impact study because it meets the City’s de-minimus threshold. ⁶ City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips, the applicant has presented supporting information.
SCHOOL	Industrial impacts on the school system are typically negligible.

E. Comp Plan and LDC Analysis and Verified Applicant Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Implementation

Goal LU-1: To achieve an economically and diversified tax base that ensures:

- a. *The residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;...*

The proposed Blue Triton Brands development shall meet this goal as it refers to the considerations and requirements of the Land Development Code for the adjoining residential lots to the south. According to the applicant, in 2021, the existing Blue Triton Brands facilities provided combined taxes of approximately \$442,000.00 for the two city properties and the subject parcel.

⁵ Jones Edmunds is under a continuing services contract for engineering services associated with the Utilities Department at the City of Zephyrhills.

⁶ Per an email string between Todd Vandeberg and Luke Schneider, May 2022.

LAND DEVELOPMENT REGULATION

Objective LU-1-1 *To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.*

It is Planning Staffs' understanding that approval for the requests contained herein will not overburden the demand for public services, please direct specific questions regarding water usage to the Utilities Department. However, the planned improvements are expected to experience an increase in ad valorem property taxes. The proposal should, under Staff's understanding, represent no gross or net taxation on the services offered by the City.

Further, this expansion will potentially serve additional residents with employment. It will not create urban sprawl as it is considered an infill light industrial project located in a community with a varied development pattern. As previously stated, the annual property tax paid by the existing facility on its local properties was approximately \$442,000.00 in 2021.

POLICY

Objective LU-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 storm water 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 by designating appropriate activities and land uses*
- i. *within well-head protection areas and environmentally sensitive land;*
- j. *provision of mixed land use designations....*
- k. *discourage the proliferation of urban sprawl.*

The proposed Blue Triton Brand project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agency for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance.

URBAN SUPPORT CLASSIFICATION

Industrial (IN)

The purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of

consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

Use Characteristics: Those uses appropriate to and consistent with this category include:

Primary Uses: Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse;

Secondary Uses: Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.

Locational Characteristic: This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.

Buffering: An appropriate buffer as determined by the Zephyrhills Land Development Code and verified by Staff shall be provided in and between the IN designated land and adjoining Residential designated land. This was a source of contention at the Planning Commission meeting when the development was presented. Several members of the adjacent community voiced their concerns. Please see below discussion for full details.

Zoning Compatibility The following zoning districts are compatible with the IN land use category:
LI – Light Industrial **PUD** – Planned Development

Each of the above-referenced criteria will be accomplished with the approval of the accompanying applications and construction development plans proposed for the subject property. The applicant shall, at the time of development, provide adequate landscaping and buffering to protect the adjacent land uses to Staff and the SPRC (Site Plan Review Committee), see below discussion as part of Policy LU-1-2-3-4. Figure 7- Expansion Buffering Proposal is provided for illustrative purposes and a LDC compliance review has not been performed. Please see Figure 7a and 7b.

According to the City of Zephyrhills LDC, a Type C buffer shall be installed. A Type C buffer includes a 20-foot wide buffer planted with two staggered rows of shade trees with a maximum spacing of 50 feet on center. There is to be 100 feet between trees in the same row, but the two rows are to be staggered such that the second row of trees is to be placed halfway (50 feet) between the trees of the top row. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided within the buffer. The screen may include an opaque fence, wall, hedge, berm, or any combination thereof. Wooden fences shall be prohibited.

According to Section 7.07.06 (C), a fence, wall or hedge of a height not exceeding eight (8) feet may be permitted provided the clear sight triangle is maintained, and in Section 7.07.06 (D) For security purposes, fences in C3, LI, AP1 and AP2 may be topped with barbed wire of not more than three strands, provided the lowest strand is not less than six and one-half feet above grade. (Please note this section of the LDC refers to property perimeter boundaries and does not prohibit a property owner from installing said appurtenances within or inside the property.)

Additional Standards in Non-Residential Districts, Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be placed a maximum of five feet on center. Please refer to Figure 7a and 7b – Expansion Buffer Proposal for proposed landscape and buffering proposal. Additionally, see full-size proposal in attachments section. Please note the proposal is not the subject of approval with this annexation, rezoning and FLUMA application. The actual plan will be approved through the site plan review committee (SPRC) at a later date if the City Council decides to move forward with the annexation, rezoning and FLUMA application.

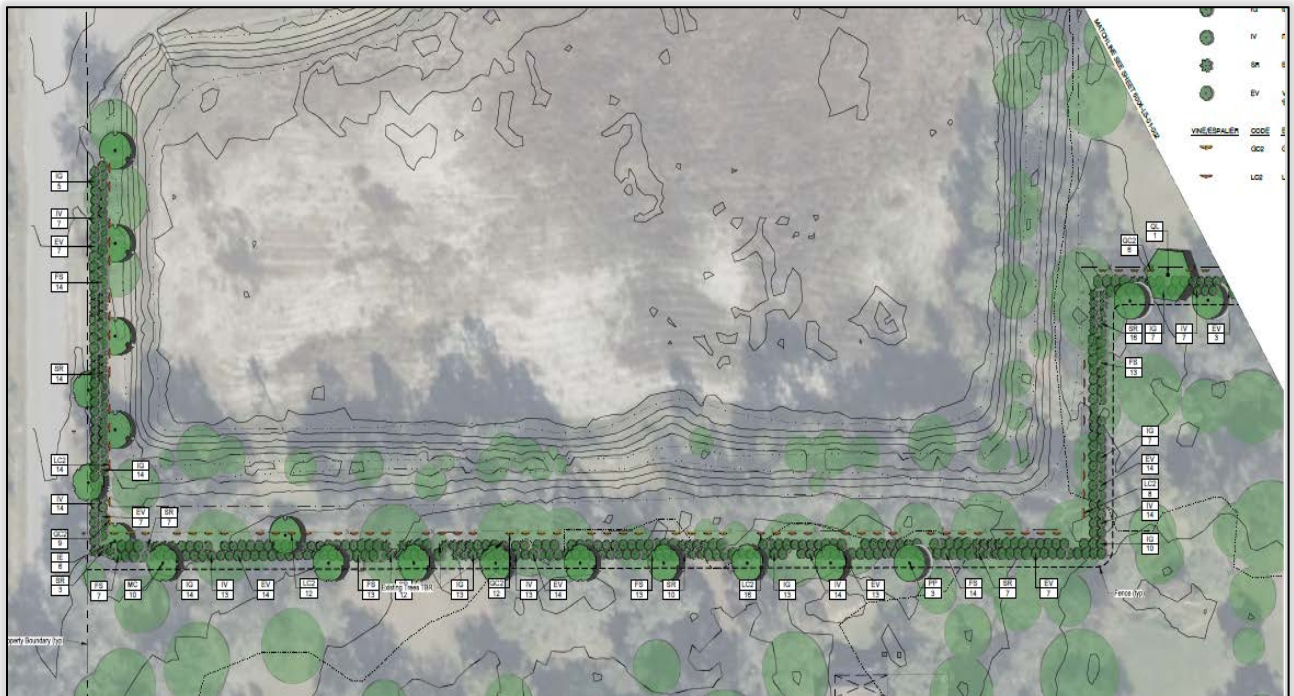


Figure 7a – Expansion Buffer Proposal

Courtesy of Whiting-Turner

OBJECTIVE

LU-1-2: *The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.*

The proposed expanded Blue Triton Brands project shall be compatible with the surrounding area and shall not interfere with the integrity of the areas established neighborhoods or quality of life of current residents. Landscaping and buffering/berming shall address all necessary issues stemming from the expansion, see response to Policy LU-1-2-3-4, below.

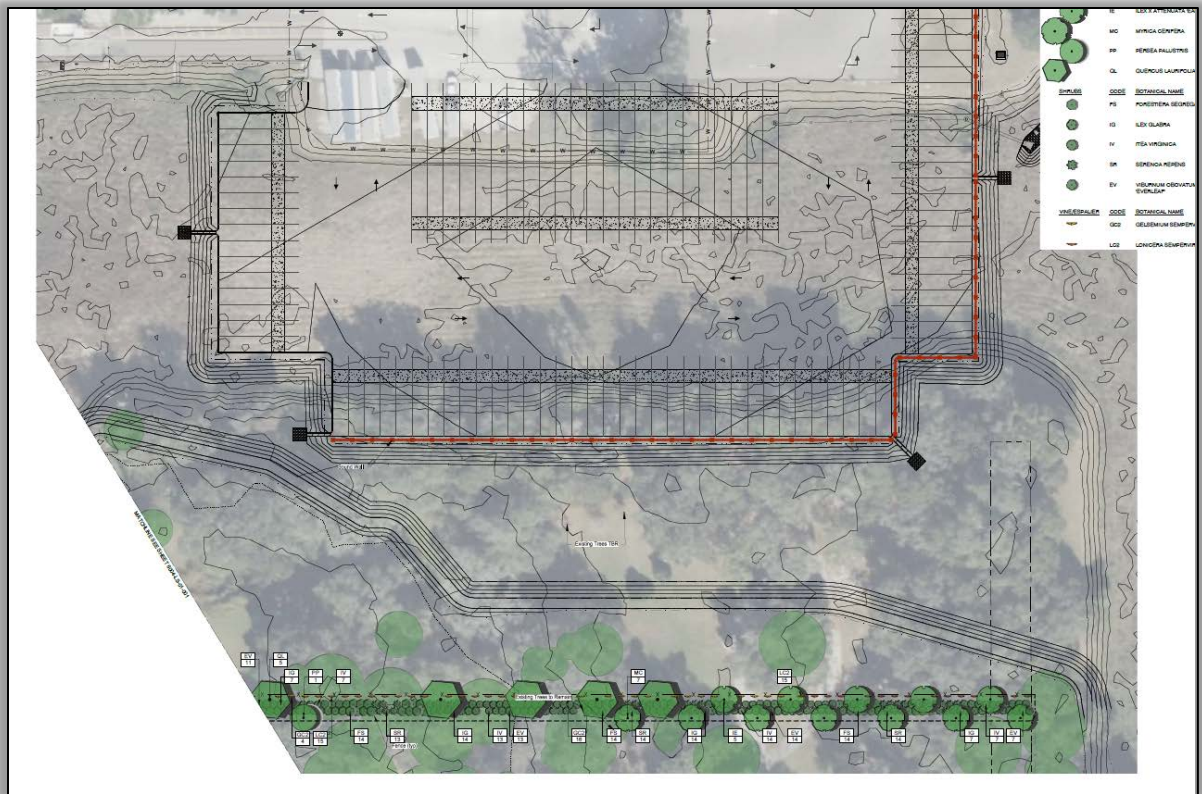


Figure 7b – Expansion Buffer Proposal

Courtesy of Whiting-Turner

POLICY

LU-1-2-3-4: *Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.*

The proposed development on the subject property shall be in compliance with the city's Land Development Code. It shall be developed with supporting uses for expanded parking and retention pond associated with the plant modifications. All construction shall comply with current standards in order to take into consideration the company needs and those of the residential properties to the south that will be remaining in unincorporated Pasco County.

The subject site is surrounded on three sides with an Industrial future land use category and well-established Light Industrial zoned property of the parent tract and current owner, Blue Triton Brands. Staff considers it to be compatible with the surrounding Industrial land use category, surrounding Light Industrial zoning district sites, and the established development pattern of the area, as well as the city's adopted Industrial Corridor Master Plan. The applicant/developer shall provide adequate screening and buffering to adjacent properties. A landscape/buffering plan that demonstrates compliance with all applicable sections of the City's LDC, and is designed in sympathy, to the greatest reasonable extent possible, with the adjacent residents' concerns shall be presented to the City for review and approval, see discussion in Section Five – Recommendations for a full discussion. Please see Photo 1 – Subject Property at 20th St. and Woodland Dr. for portion of buffer and landscape area illustrated in Figure 7a and 7b – Expansion Buffer Proposal.

Additionally, please see discussion of the sound attenuation barrier proposed to be placed within the property immediately next to the truck parking lot in Section V - Recommendation.

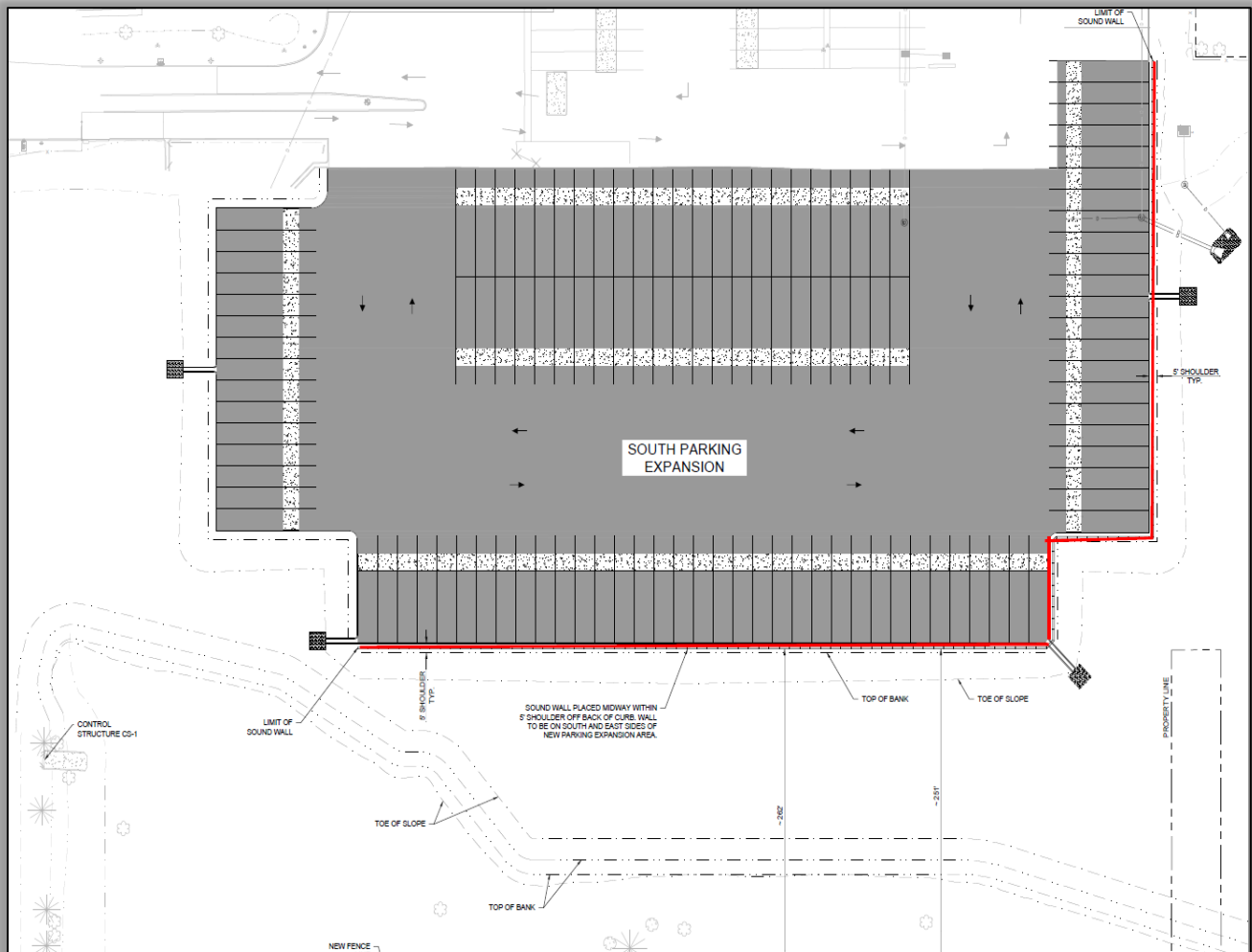


Figure 8 – South Parking Expansion with Sound Attenuation Barrier highlighted in RED Courtesy Whiting-Turner

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

LU-1-4: *The City will develop mechanisms to ensure the protection of archaeological and historical resources.*

The subject property lies outside the historical district and that there are no historical structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation that the Florida Master Site File search for Recorded Cultural and Historic Resources was performed



Photo 1 – Subject Property at 20th St. and Woodland Dr.

Google Imagery March 2021

NATURAL RESOURCES

OBJECTIVE

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

LU-1-7-1: *The clearing of trees and wetland vegetation shall be prohibited unless permits are obtained from the property government entities.*

LU-1-7-2: *Species of flora and fauna identified as endangered, threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.*

LU-1-7-3: *Consider in land use planning and regulation, 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.*

LU-1-7-4: *The clearing of trees and wetland vegetation shall be prohibited unless permits are received from appropriate governmental entities.*

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

The owner and its contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the Blue Triton Brands, Inc. expansion project. The Ecological Due Diligence Report provided by the

applicant provides details on findings such as gopher tortoises and wood stork nesting sites. Further research/review and possible mitigation/relocation shall be required at the time of site plan review and approval, and prior to commencement of construction.

V. RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the annexation, rezoning and Future Land Use Map Amendment at its regularly scheduled meeting on September 20, 2022. The SPRC moved the request forward to the Planning Commission.

Planning Commission⁷ – At its regularly scheduled monthly meeting on October 18, 2022, the Planning Commission voted to move the project forward to the City Council without a recommendation. As previously discussed, members of the adjacent neighborhood voiced concerns regarding traffic, noise, lighting, and landscaping/buffering during the meeting. As a result of the Planning Commission meeting and the concerns discussed by the neighbors at that meeting, the applicant reached out on an individual basis to those concerned, and held a neighborhood meeting on January 16th, 2023⁸. The applicants obtained the neighborhood's input and incorporated that input into the project scope including the landscape/buffering plan before you this evening. Furthermore, as a direct result of that neighborhood meeting held in January, the applicant agreed to install a sound attenuation barrier adjacent to the proposed parking expansion area. It is anticipated that the 14-foot attenuation barrier will help buffer site-sounds from the neighborhood and will be of similar construction and appearance as sound barriers placed along the interstate highways. Please refer to Figure 8 - South Parking Expansion with Sound Attenuation Barrier highlighted in RED for a depiction of the wall. Finally, after the neighborhood's input, the owner decided to reduce by approximately .8 acre the total area being annexed within the City. As such, all subject property proposed to be annexed now lies north of Woodland Drive and will not inject a City boundary line between County parcels.

Staff - Based upon the analysis contained herein, along with supporting documentation and neighborhood involvement addressing such concerns with the property owner, Staff recommends approval of this petition for annexation, rezoning (to LI (Light Industrial)) and FLUMA (to I (Industrial)).

A landscape/buffering plan and development proposal that demonstrates compliance with all applicable sections of the City's LDC, and shall address, to the greatest reasonable extent possible, the adjacent residents' concerns as a result of the neighborhood meeting held on January 16th, 2023 shall be presented to the City for review and approval by the Site Plan Review Committee (SPRC) as part *Plans Review SPR-0045-22 Nestle [Blue Triton] Truck Parking and Pond 1 Expansion pending final approval with the City.*

⁷ Please see Attachment 1 –Planning Commission Meeting Minutes - Tuesday, October 18, 2022 for full details.

⁸ Please see Attachment 2 - Neighborhood Meeting Summary of January 16, 2023 - provided by Linda Pearson, Land Planner.



FIGURE ONE - AERIAL MAP



0 400' 800'
Feet

Legend

-  Approximate Project Boundary
-  Paco County Land Parcels
-  Approximate City Limits



BLUETRITON

DIAZ PEARSON
& ASSOCIATES, INC.
ENGINEERING + PLANNING

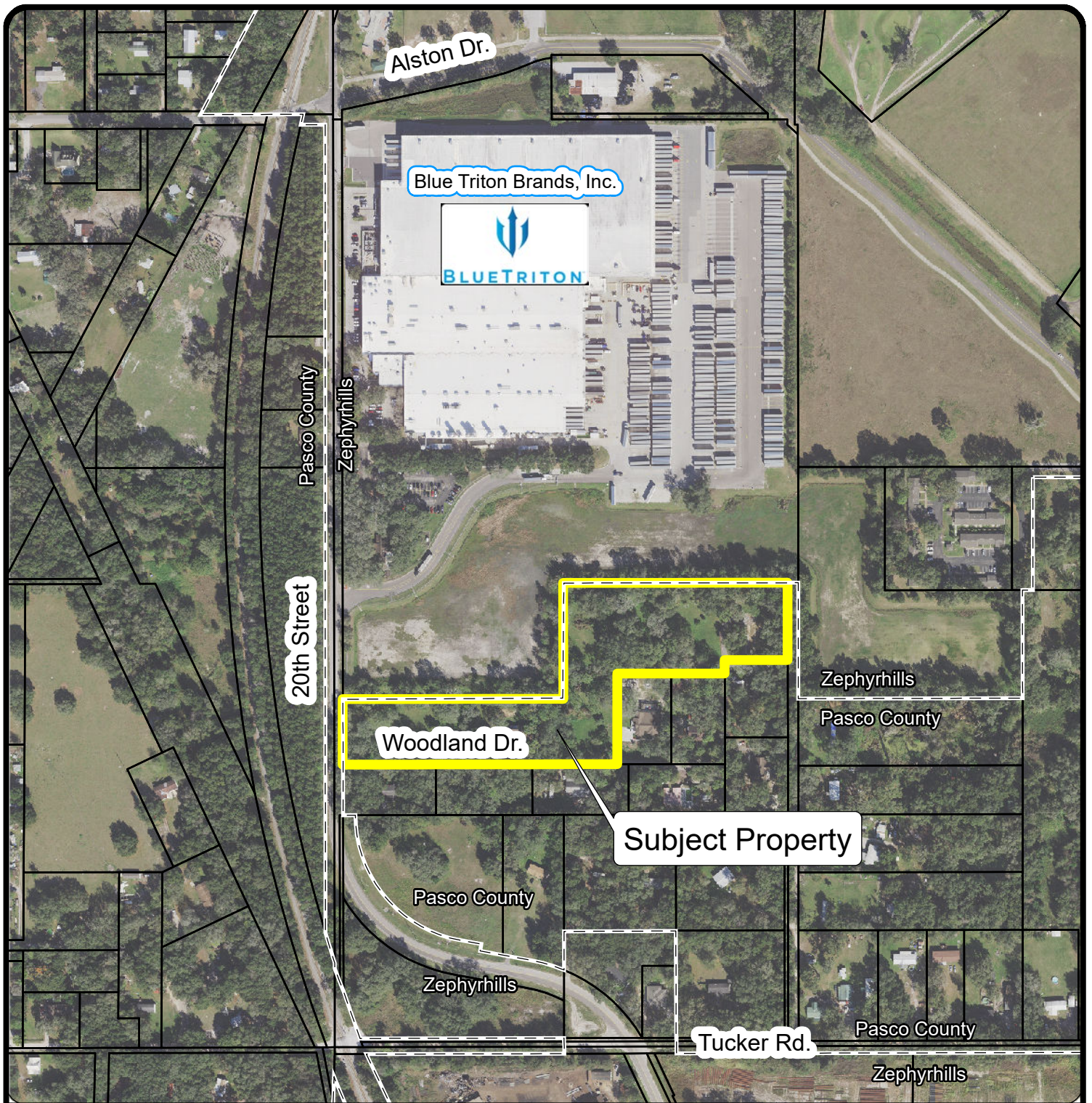


FIGURE TWO - LOCATION MAP



0 200' 400'
Feet

Legend

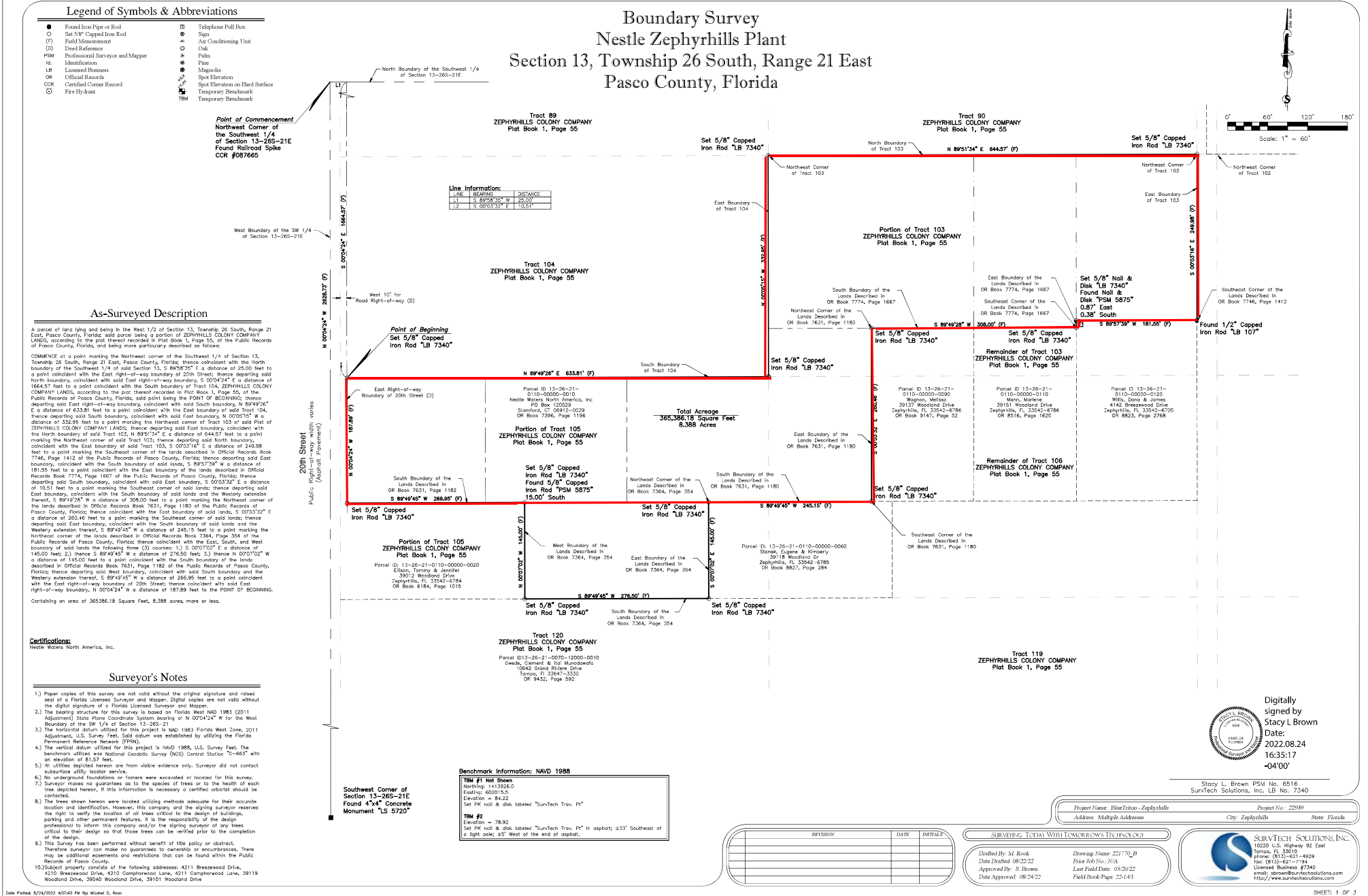
- Approximate Project Boundary
- Paco County Land Parcels
- Approximate City Limits



BLUETRITON

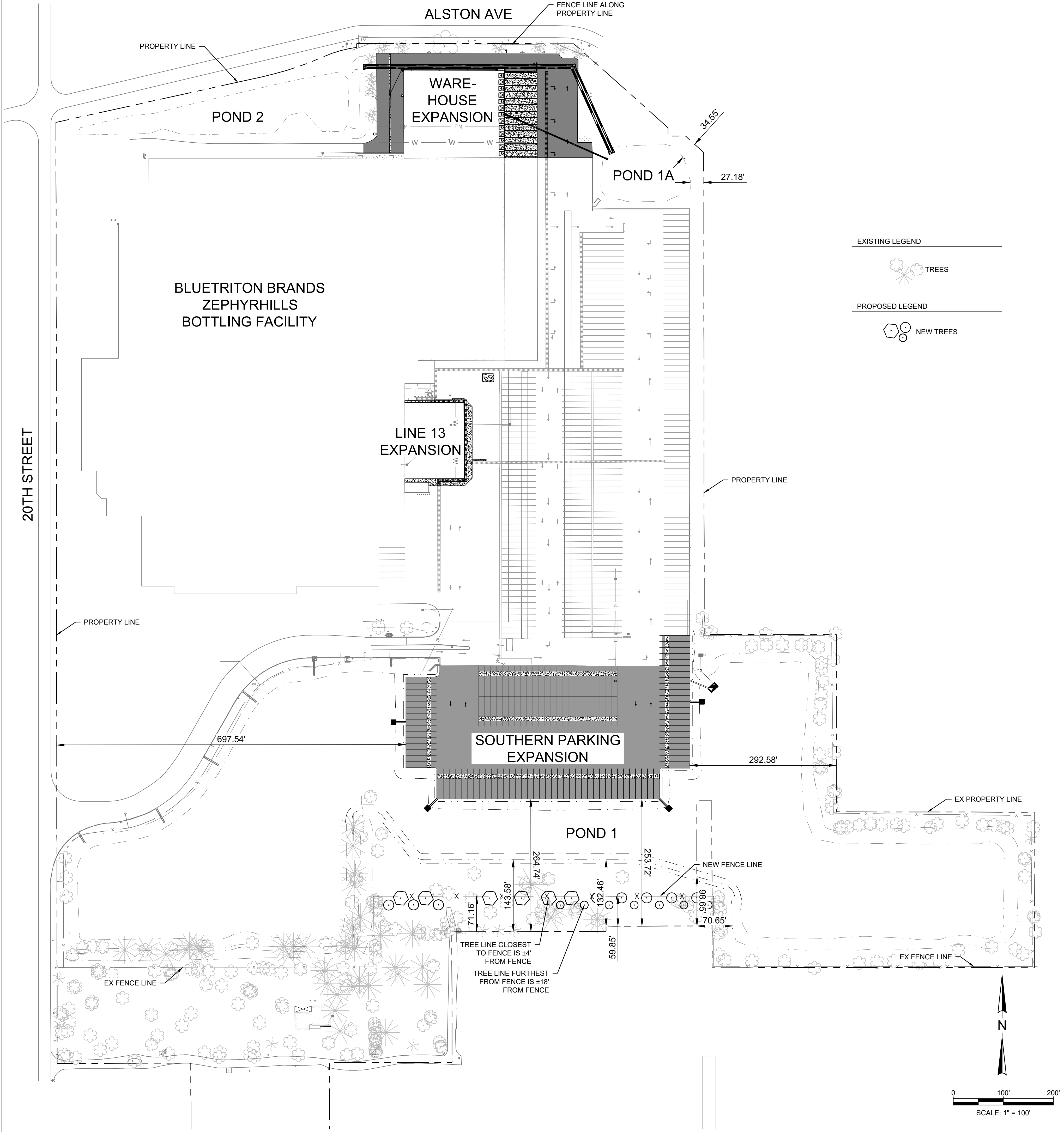
DIAZ PEARSON
& ASSOCIATES, INC.
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FIGURE THREE - PROPOSED PROPERTIES ANNEXATION AREA MAP



OVERALL SITE PLAN

FIGURE FOUR - PROPOSED PLANT EXPANSION AREA
NOTE: FOR ILLUSTRATIVE PURPOSES ONLY



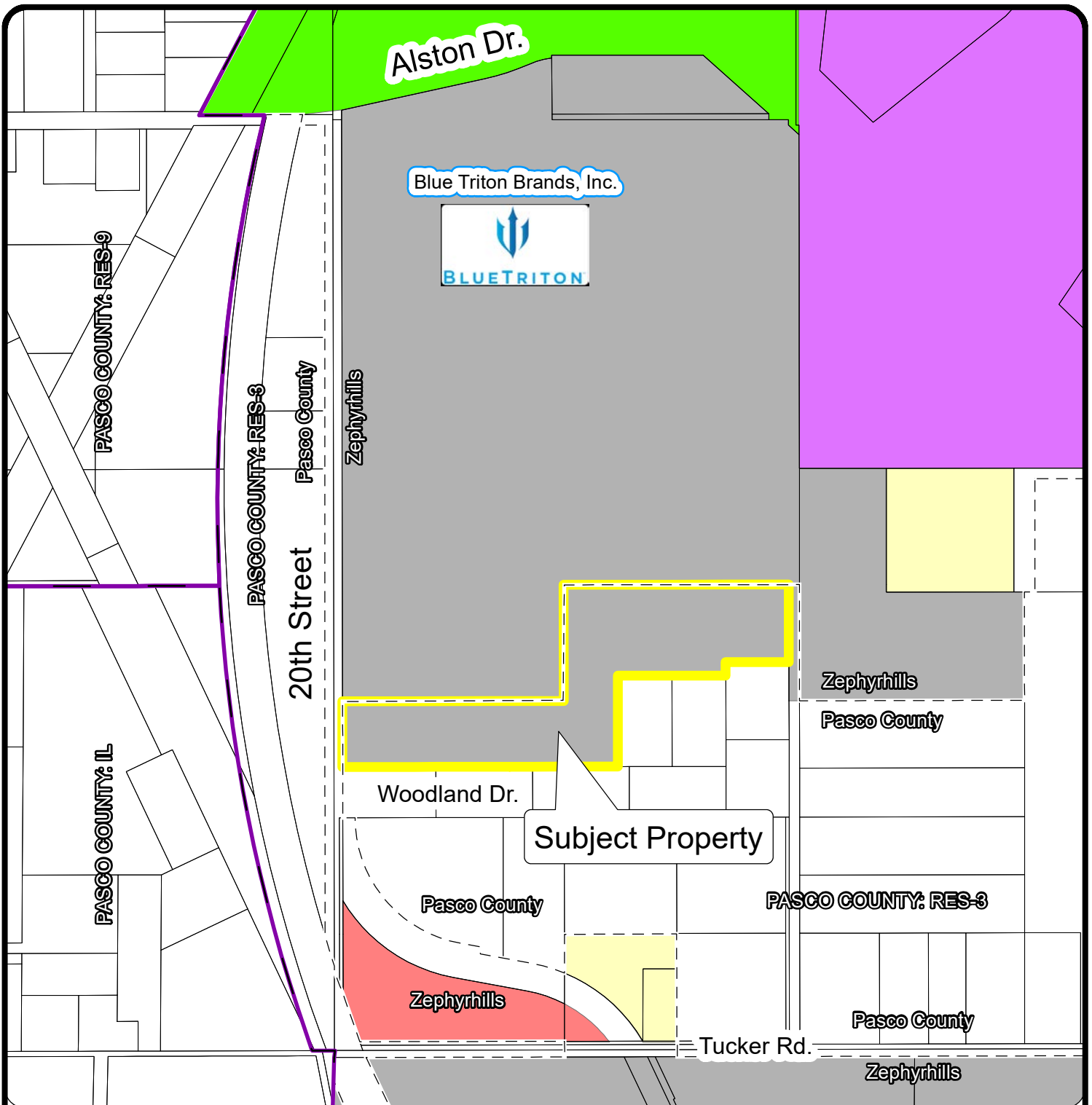


FIGURE FIVE - PROPOSED FUTURE LAND USE MAP



0 200' 400'
Feet

Legend

- Paco County Land Parcels
- Approximate City Limits
- City of Zephyrhills Land Parcels
- Pasco County Land Use Shapes

Land Use Legend

- Industrial
- Recreation & Open Space
- Public/Semi Public
- Mixed Use
- Residential/Suburban



BLUETRITON

DIAZ PEARSON
& ASSOCIATES, INC.
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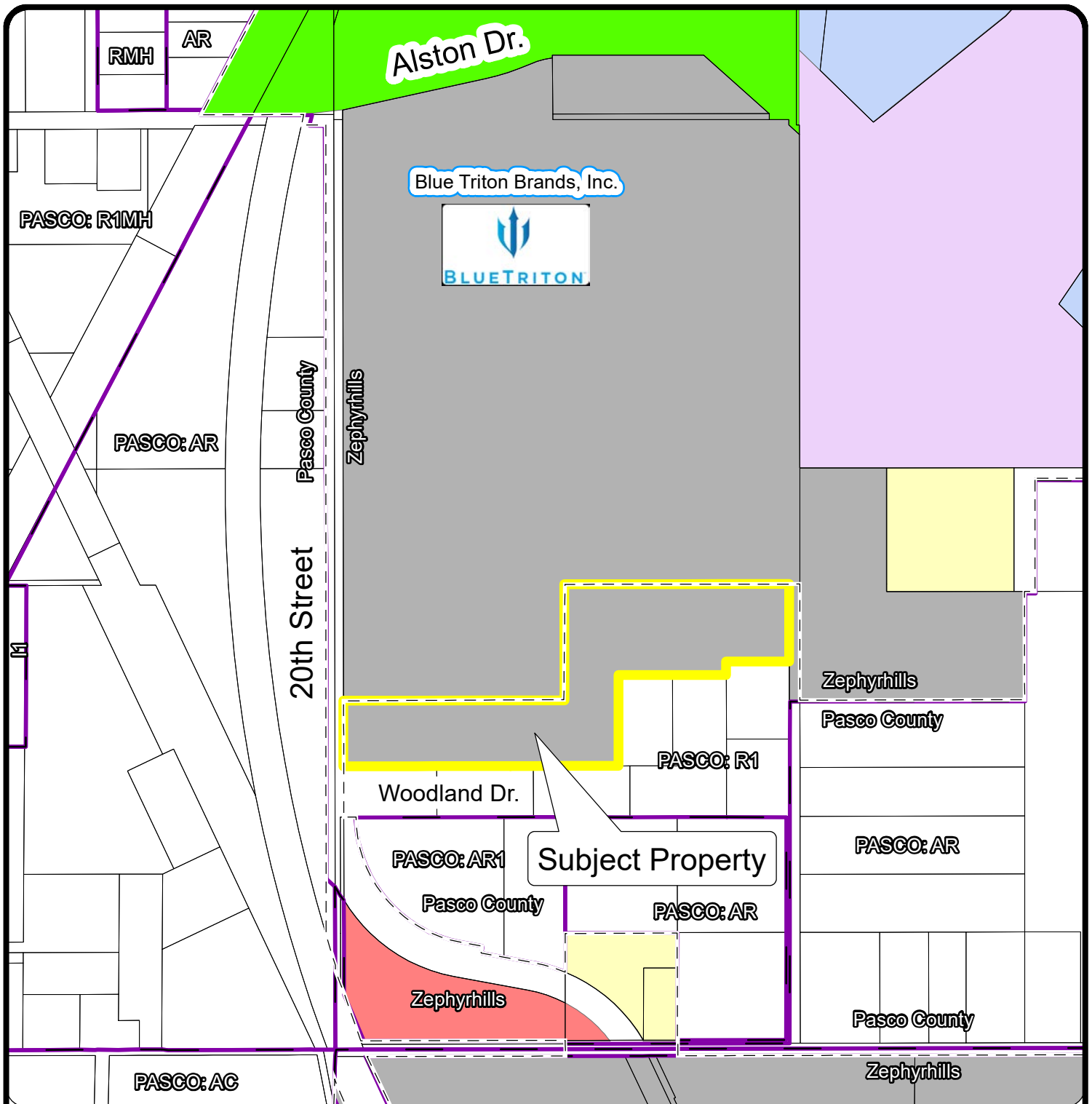


FIGURE SIX - PROPOSED ZONING MAP

Legend

-  Approximate Project Boundary
-  Pasco County Land Parcels
-  Approximate City Limits

Land Use Legend

-  LI - Light Industrial
-  AP1 - Airport
-  AP2 - Airport Related
-  R-4 - Multi-Family Residential
-  C-3 - General Commercial



0 200' 400'
Feet



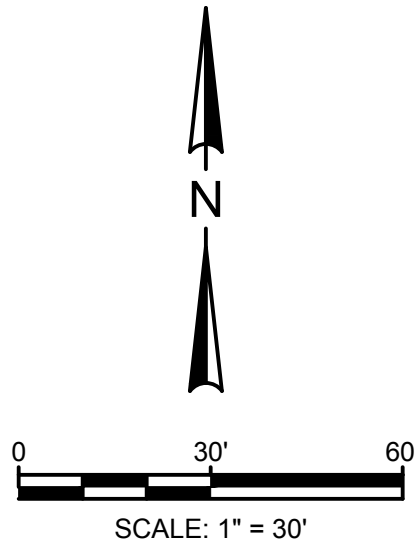
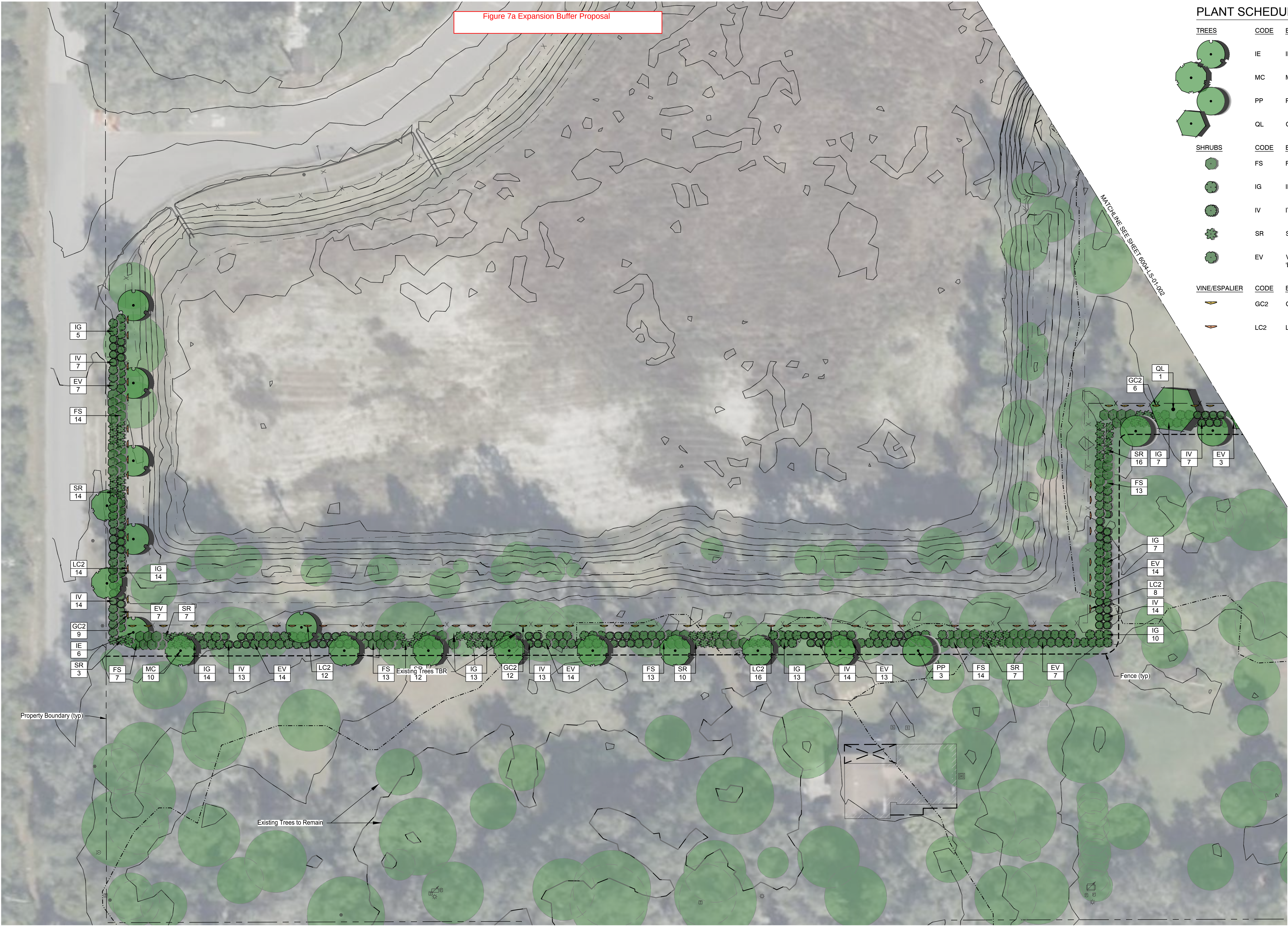
BLUETRITON

DIAZ PEARSON
& ASSOCIATES, INC.
ENGINEERING + PLANNING

Figure 7a Expansion Buffer Proposal

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	IE	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	3" CAL.	11	
	MC	MYRICA CERIFERA	WAX MYRTLE	3" CAL.	17	
	PP	PERSEA PALUSTRIS	SWAMP BAY	3" CAL.	4	
	QL	QUERCUS LAURIFOLIA	LAUREL-LEAVED OAK	3" CAL.	6	
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	FS	FORESTIERA SEGREGATA	FLORIDA PRIVET	3 GAL.	116	
	IG	ILEX GLABRA	INKBERRY HOLLY	3 GAL.	125	
	IV	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	3 GAL.	123	
	SR	SERENOA REPENS	SAW PALMETTO	3 GAL.	110	
	EV	VIBURNUM OBOVATUM 'EVERLEAF'	EVERLEAF WALTER'S VIBURNUM	3 GAL.	124	
VINE/ESPALIER	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	GC2	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE ESPALIER	QUART	47	
	LC2	LONICERA SEMPERVIRENS	TRUMPET HONEYSUCKLE	QUART	80	



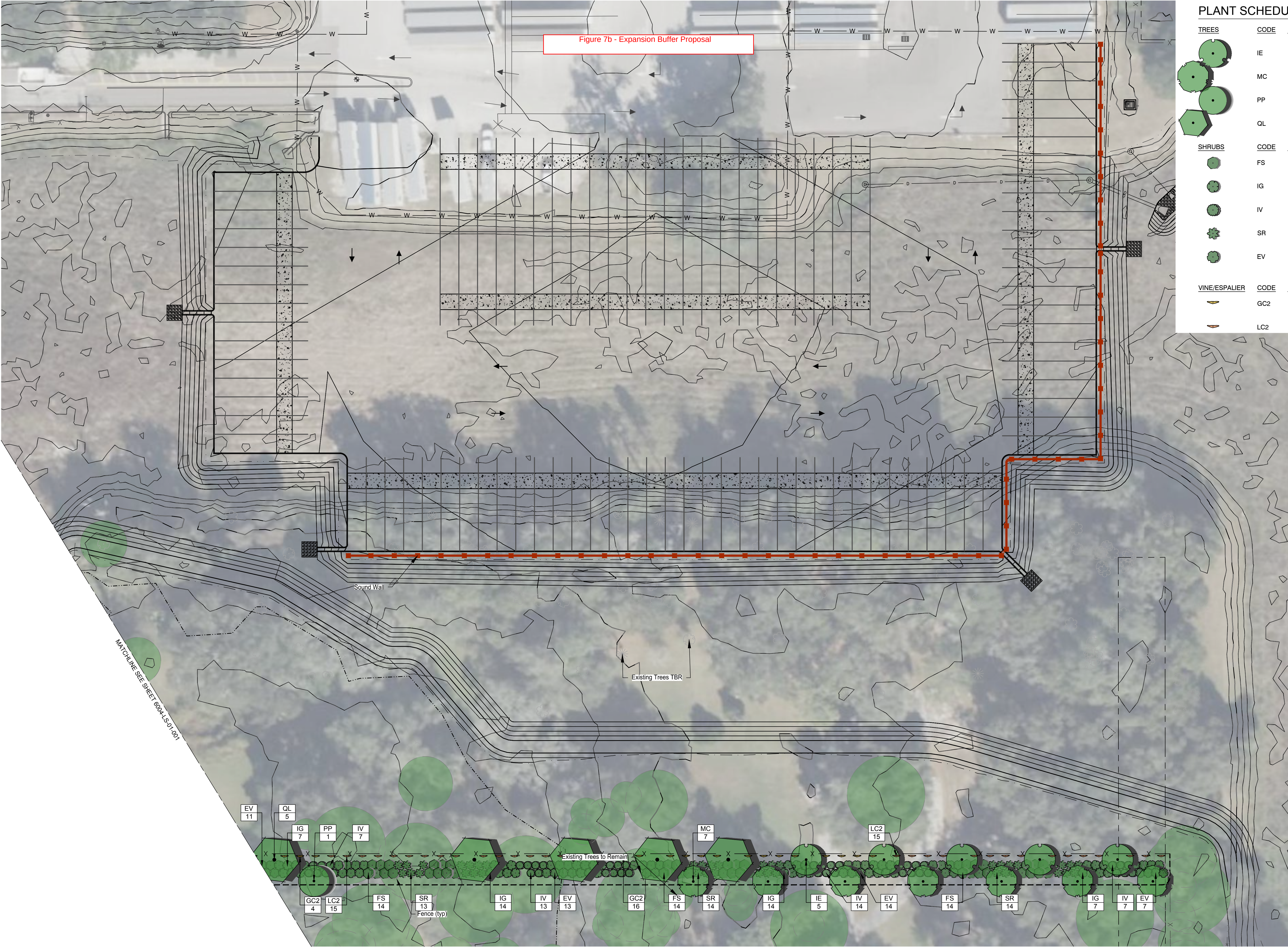


Figure 7b - Expansion Buffer Proposal

PLANT SCHEDULE

TREES						
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	IE	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	3" CAL.	11	
	MC	MYRICA CERIFERA	WAX MYRTLE	3" CAL.	17	
	PP	PERSEA PALUSTRIS	SWAMP BAY	3" CAL.	4	
	QL	QUERCUS LAURIFOLIA	LAUREL-LEAVED OAK	3" CAL.	6	
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SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	FS	FORESTIERA SEGREGATA	FLORIDA PRIVET	3 GAL.	116	
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VINE/ESPALIER						
VINE/ESPALIER	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	GC2	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE ESPALIER	QUART	47	
	LC2	LONICERA SEMPERVIRENS	TRUMPET HONEYSUCKLE	QUART	80	

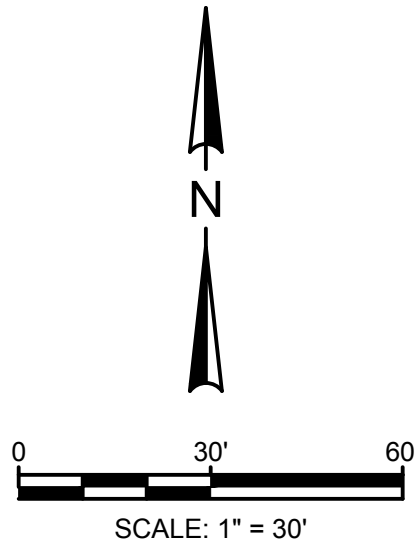
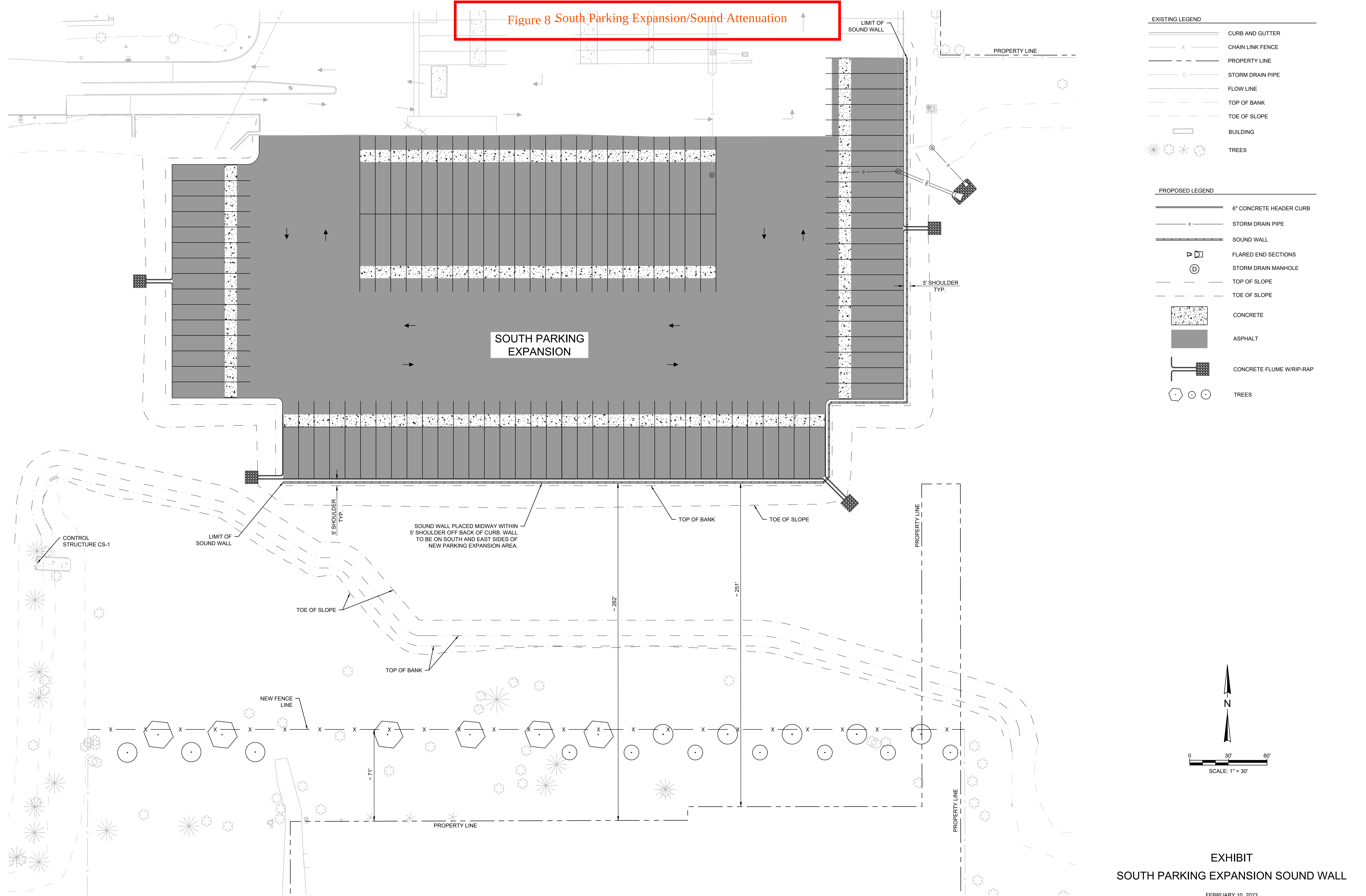


Figure 8 South Parking Expansion/Sound Attenuation



Attachment 1 - Planning Commission Meeting Minutes



City of Zephyrhills

Planning Commission

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542

Tuesday, October 18, 2022

- MINUTES-

I. CALL TO ORDER

A Regular meeting of the Planning Commission was called to order by Mayor Gene Whitfield at 6:00 PM in Council Chambers of City Hall, 5335 8th Street, Zephyrhills.

II. ROLL CALL

Commission: Mayor Gene Whitfield, David Armstrong, Tracy Sullivan, Beth Aker, Christian Ryman, Thomas Vanater, Christa Remington (Alt. 1), Dr. Randy Stovall (Alt. 2), Matt Maggard (City Attorney)

Staff Present: Todd Vande Berg, Rodney Corriveau, Kevin Kelley, Audrey McGuire, Carlos Maldonado

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

Christian Ryman

V. BUSINESS ITEM(S)

1. ANX/FLU/RZ - 0012-22 ACME Development Corp

Application submitted by ACME Development Corp for simultaneous review of petitions to annex 9.98 acres; Large scale future land use map amendment, changing the FLU classification of 110.32 acres from City IN (Industrial) to City MU (Mixed Use); and rezoning from City LI (Light Industrial) to City PUD (Planned Unit Development) pertaining to +/-120 acres of real property generally located north of Chancey Road on the east side of SR 39.

Commissioners Christian Ryman and Thomas Vanater recused themselves from this item.

Justina Gale of Florida Design Consultants addressed the Commission on behalf of the applicants. Ms. Gale gave a presentation on the project, which included a rezoning from industrial to mixed-use residential, and discussed the potential benefits of the project. She also addressed the annexation and future land use map amendments, as well as the compatibility analysis for the PUD which focused on mixed-use as a benefit to the city by providing more opportunities for employment and increasing the tax base. Ms. Gale stated the project was compatible due to other residential projects approved in the area. The proposed PUD project includes 30,000 square feet of non-residential, 400 multi-family units, 110 townhomes, and 200 single-family units. The PUD will feature a park system (3-acres), trail and enhanced buffering along the CSX corridor and SR 39. Ms. Gale stated that a utility impact analysis was conducted and found that the proposed land use would generate less demand for water and wastewater at buildout than potential industrial uses. It was stated that a traffic study was conducted

and showed the project will not increase traffic for the area, and that a buildout, the project was anticipated to generate fewer trips than industrial uses. The traffic study indicated turn lanes into the project would likely be warranted.

Clark Hobby of Hobby and Hobby, PA, attorney for the applicants, addressed the Commission. He stated that the proposed project was possible as the zoning for the subject property was residential back in 2005. He stated the applicants were approached by the City and agreed to rezone the subject property to industrial. He noted that the site had not had an interested buyer since 2007 and that the rezoning could benefit the city by providing affordable housing for workers nearby.

Todd Vande Berg, Planning Director, addressed the Commission and gave a presentation on the project. Mr. Vane Berg discussed compatibility issues with the site, including proximity to the CSX Railroad. He stated he had reached out to CSX Railroad Manager Aubrey Brown he expressed concerns with the proximity of residential to the railroad and potential noise-related issues as the main line is seeing an increasing number of trips, and two crossings are adjacent to the site. Another compatibility concern noted by Mr. Vande Berg was the project's proximity to the airport. Noise from adjacent industrial businesses was of a concern, with audio video being shown of the noise. Morrow Steel, Old Castle Stone, and Wheel Blast (adjacent businesses) all expressed their concern with intrusion of residential and potential noise complaints. It was noted that the nearby new Pasco County development, Bristol Meadows, had made several complaints of noises coming from the industrial uses along Copeland Drive.

Mr. Vande Berg stated that another key concern for the city with regards to land use was the inundation of residential (now at 44% of total lands in the city), and lack of jobs being created.

Mr. Vande Berg addressed city service concerns. He stated that the applicants were using a calculation of 215 gallons per unit per day, while the city utilizes a standard of 300 gallons per unit per day, which increases the potential potable water impact shown by the applicants. Mr. Vande Berg also noted the impacts on the police department, requiring an additional 5 officers to cover the project alone, and sanitation department. The potential impact to the Pasco County School District, and nearby elementary, middle and high schools, was also of concern.

Todd Vande Berg stated that the recommendation of staff and the Site Plan Review Committee was for denial of the project.

Richard Tonnello, Pasco County School Board Planner, addressed the Commission. Mr. Tonnello described the school concurrency process. He commented on the proposed development and solutions for high-capacity schools, with new school sites being proposed which could be built within 2 to 3 years. He stated other considerations for increasing school capacity were additions to existing schools. Mr. Tonnello stated that student generation rates determine a rough estimate of 400 children out of every 1,000 new homes. Commissioner Aker inquired about the likelihood of an increase in school development within the next 5 years, what is the timeframe? Mr. Tonnello stated the School Board has property on Otis Allen Road for another school to be built. He again noted the school concurrency review and stated that the increase in students would be phased over several years. He also noted that charter schools also come into play. Commissioner Sullivan inquired how the School Board determines how many students a development generates. Mr. Tonnello stated it is the school generation rates, and utilizing GIS data and historical information, are able to determine an estimate for new development. He stated that the generation rate for elementary is 0.18, middle school is 0.95, and high school is 1.23.

Clark Hobby addressed the Commission again, stating for the record that Mr. Vande Berg had indicated the proposed project was massive, but that Abbott Square was an approved PUD of a similar size development. He also inquired that if industrial uses across the tracks are such an issue, does the city want more of that type of industrial uses? Mr. Hobby also stated that city staff had recommended

approval of the Gagne PUD immediately south of the subject property for residential purposes. He stated he felt that that Pasco County Economic Development and city staff wanted to keep the area industrial because they believe it may generate jobs, but that industrial uses are locating near interstate 75 instead and questioned the importance of rail. Mr. Hobby stated the closes part of the subject property to the airport was over 4,000 feet away from, and was not really an issue.

Commissioner Sullivan inquired about the potable water rates shown by Florida Design Consultants. Mr. Hobby stated that during planning purposes, assumptions were made, and their analysis showed what the potential buildout scenarios were. Commissioner Sullivan expressed her concern with the potential water usage. Mr. Hobby stated that they are aware the city has water issues and the applicants are willing to pay 100% of their water fees upfront. He noted he was aware the city had put time and effort into designating the subject property as a Readiness Site and that they were willing to pay back the city a quarter of a million dollars for their effort over the years.

Commissioner Aker inquired why the developer would want to subject potential homebuyers to some of the compatibility issues brought up and commented on by utility companies and surrounding neighbors. Mr. Hobby stated that the planning decisions should not be a popularity contest and that for all they knew, adjacent properties may not be meeting city noise ordinance requirements. He stated you had to consider the totality of the circumstances, but that it is not about the opinion of the neighbors and their business versus others. Commissioner Aker noted that she has to look at the totality of the project and that they a responsibility to potential homebuyers ensure their due diligence is conducted. Mr. Hobby stated that if the subject property develops for industrial uses, it will be introducing uses which staff thinks are improper for the existing uses already in place.

Kevin Ryman, 6814 Oakcrest Way, on behalf of ACME Development Corp., addressed the Commission stating that the subject property was once zoned for residential and that the developer was willing to work with the city to meet all its needs. He noted that the property was zoned residential in the past and that they had been approached to rezone it to industrial, and since then they had not had any offers on the property. Mr. Ryman asked how much longer he has to hold on to the property and felt industrial uses were more suited east of the railroad tracks. He added that he believes it to be more appealing for people driving into the city to see residential than industrial uses. Commissioner Aker inquired how he had been approached to rezone in the past. Mr. Ryman stated that he believed it was the city, and late the county who had approached him. Commissioner Aker inquired whether the businesses [business along Copeland drive] were already in existence to which Mr. Ryman stated yes.

Mayor Whitfeld opened the meeting for public comment.

Ed Boudreau, 3749 Copeland Drive, addressed the Commission on behalf of Old Castle. Mr. Boudreau discussed the operations of Old Castle. Mr. Boudreau stated that when Bristol Meadows developed, they received noise complaints. Old Castle worked with the city Code Enforcement on testing and it was found they did not exceed permitted levels. He stated even though they were within permitted levels, Old Castle spent over \$200,000 on noise reduction in an effort to be a good neighbor. He stated he feels property owners should be made aware of existing industrial uses in the area. He stated that Old Castle would like to grow and improve, and work with the city and surrounding uses. Mr. Boudreau stated he objected to the rezoning.

Craig Henry, VP of operations for Old Castle, 3749 Copeland Drive, addressed the Commission. He stated Oldcastle was under their permitted noise levels and welcomed dust testing. He stated one of Old Castle's values was to be a good neighbor. Mr. Henry stated they objected to residential uses as the business produced noise 24/7 and that noise could still travel. He discussed business operations and noted that they may not further invest in Zephyrhills if additional residential were to be introduced into the area. He stated he supports commercial uses but that, from experience in other areas of the

country, residential could cause reductions in their operations which may lead to relocation of the business. Mr. Henry stated he was opposed to residential.

Daniel Germond, 38936 Tucker Road, addressed the Commission stating his concerns for noise and emissions produced by Wheel Blast and Old Castle on Copeland Drive. He stated his concern for potential flooding and privacy with the introduction of residential uses.

Todd Vande Berg stated that land use decisions are not short term, they're long-term decision and its important to consider all the facts.

Mayor Whitfield asked if anyone else would like to speak to the item.

Joan Wikel, Cogg Hill Loop, Majestic Oaks, addressed the Commission stating that although it had improved greatly over the past few years, the 24/7 industrial operations were noisy and dusty. She expressed concern for potential residential uses.

Commissioner Stovall shared conversations had with PEDC who helped the city with the Site Readiness project and working with industrial developers. He stated you can't get more land and once you get rid of the land use for another purpose, then the city can never generate the additional jobs it may create. He stated he believes the city's time is coming for industrial.

Commissioner Aker stated she was not supportive of residential nor industrial uses on the property, and felt for Mr. Ryman's position.

Commissioner Armstrong noted this was a hard decision, but he did not want to see several hundred more families coming in to complain.

Commissioner Armstrong moved to recommend denial. Motion seconded by Commissioner Sullivan. Motion carried unanimously.

2. RZ-0014-22 Agape Baptist Rezoning

Application to rezone from OP (Office Professional) to C3 (General Commercial) submitted by Gulf Coast Construction for a 10 acre parcel at Chancey Road and Laurel Valley Boulevard, approximately 1,500 feet east of Copeland Drive.

Rodney Corriveau, Senior Planner (staff) introduced the item. He stated the application was for a rezoning only, converting the property from OP to C3, [General] Commercial, noting that the subject property was in an industrial area and abutting a mobile home and RV park. Staff provided a description of industrial flex space, such as a solar business with office and staging, shipping facilities and medical supply facilities which would be allowed under code. He noted that uses like publishing and printing could also be considered. Mr. Corriveau stated pedestrian and vehicle traffic would be minimal, and that the water study showed a low potable water usage. Connection to Laurel Valley Boulevard warranted further review.

Commissioner Armstrong inquired whether there was a list of allowed C3 uses included in the package and whether "noise makers" were on the list. Mr. Corriveau gave an example of a use that could be considered and noted that any heavier uses would have to be approved as a conditional use. He noted the proposed uses were generally low-traffic generators and referenced the proposed storage use at the back of the property. He stated that a traffic study would be required to further analyze turn lanes and roadway improvements.

Commissioner Sullivan asked if water usage would be similar to the existing use as a church? Mr. Corriveau stated staff coordinated with the Utilities Department and that a use like this was typically less than residential use, noting that self-storage uses are generally low water users. He stated the Utilities Department did not have any issues with the potential growth of the subject property.

Mayor Whitfield opened the floor for public comment.

Mike Chaney, 3818 Royal Troon Way, Majestic Oaks, addressed the Commission. He stated he was against the change from Office Professional to General Commercial. He expressed concern with being adjacent to the industrial on both sides of Majestic Oaks, light and noise pollution, stormwater, and access to the site. He stated he would like to see it stay office professional.

Sandra Pratt, addressed the Commission and expressed concern with access to the site. Commissioner Sullivan inquired if the road in question was Laurel Valley Boulevard to which Ms. Pratt stated yes and that it was a private road. Mr. Corriveau stated it was staff's understanding it was a public road, but that they would have to do further research. He noted that if it was a public right-of-way, the property owner would have all rights to utilize it; however, if it was private, the applicant would have to design ingress/egress based upon a private right-of-way or off of Chancey which would require a County Right-of-Way Use permit.

Commissioner Aker inquired if there were interested parties in developing the concept plan? Shelly Johnson of Shelly Johnson, PA, 6400 Madison Street, New Port Richey, addressed the Commission on behalf of the applicants. Ms. Johnson noted there were not currently any buyers for the property and that the rezoning request was to position the property for future infill development.

Ms. Johnson stated the applicants would look into the issue with Laurel Valley Boulevard before the City Council meeting and felt there would be no issue providing access to the site whether by easement on the private road or via Chancey Road.

Matt Maggard, City Attorney, noted that this application was for rezoning only and that a plan would not come back to the Commission if permitted by right, only Conditional Uses would go back.

Commissioner Armstrong stated that the Commission would not see the project back with Euclidean Zoning. Staff clarified that if a conditional use was required by the land use table, or a use exceeded the height limitations of the zoning/use, it could come back to the Commission.

Craig Randy, resident of Majestic Oaks RV Park, addressed the Commission stating his concern that if the area gets approved for warehouse uses, increased noise from trucks and traffic was possible. Mr. Randy stated he was not in favor of the rezoning.

Terry Lockner, resident of Majestic Oaks addressed the Commission, inquiring if it would be all buildings and asphalt, and where drainage would be. He stated concerns with existing flooding in the area. Mayor Whitfield stated the applicants would be required to retain the water on their property and a drainage plan would be required.

Commissioner Vanater moved to recommend approval. Motion seconded. Motion passed unanimously.

3. **ANX/FLU/RZ-0014-22 Blue Triton**

Application submitted by Blue Triton for simultaneous review of petitions for annexation; Small scale future land use map amendment, changing the FLU classification from Pasco County RES-3 to City IN (Industrial); and rezoning from Pasco County R1 to City LI (Light Industrial) pertaining to +/-8.43 acres of real property generally located on 20th Street immediately south of the existing facility.

Rodney Corriveau, Senior Planner (staff) addressed the commission. He gave a brief overview of the applications, noting that Blue Triton, formerly known as Nestler Waters, were proposing to annex, amend the future land use and rezone for the purpose of expanding their existing parking area. Mr. Corriveau noted the applicant was willing to work with the adjacent residential community on additional buffering and noted the city's minimum code requirement. He stated the applicants had submitted an application to Pasco County to vacate a portion of Leaf Lane.

Commissioner Sullivan inquired about the height of the proposed fence. Staffs stated the LDC required a 6-foot-high fence.

Linda Pierson, Planner representing the applicants, addressed the Commission beginning with a history and business information of the plant itself, benefits of the expansion, proposed project and criteria for annexation, FLU and rezoning. Ms. Pierson stated the expansion for the parking lots was related to parking for trailers and that any future building expansion would occur to the east of the existing building. Referencing Leaf Lane, she stated that the right-of-way was originally platted over 100 years ago and never accepted by Pasco County. She stated the application for right-of-way vacation (through Pasco County) does not have anything to do with what current and historical access to and used by the nearby residents, it is just housekeeping.

Ms. Pierson described the type C landscape buffer and indicated the actual design was being conducted by the landscape architect and the city. She stated a 20-foot buffer with two rows of trees and shrubs was required. She stressed the need for security on the site, stating that a solid buffer was needed and wood fence would not suffice.

Ms. Pierson addressed the concern for water. Referencing a study by George Mason University entitled "Does Land Development Pay for Itself?", she stated the findings showed that industrial users showed the lowest demand on city services/facilities.

Ms. Pierson stated that stormwater layout and sizing shown was what was believed to be the maximum needed, but had not yet been finalized.

Commissioner Sullivan inquired what type of fencing would be proposed. Ms. Pierson described the types of screening, including a wall, that would likely be used.

Commissioner Sullivan inquired about lighting at night for the proposed parking area. *[Public comment from the audience stated it was very bright.]* Ms. Pierson stated improved lighting design could be directed down into the parking lot versus out onto adjacent properties.

Ms. Pierson stated that the applicants are willing to work with the residents to determine if either fence or wall would be installed, and other landscape improvements were discussed. It was noted that potable water and wastewater demands were anticipated to be lower than for residential uses.

Commissioner Vanater asked for clarification on where the building expansion would be. Ms. Pierson stated it was not a part of the subject properties and would occur on the north east side of the plant. Parking would be expanded on a portion of the existing site.

Commissioner Vanater inquired about water usage. Ms. Pierson stated they purchase water from the City and a portion came from Crystal Springs. Matthew Maggard, City Attorney, noted that the purified water came from the city.

Ms. Pierson stated they had not finalized the design of the wall (solid buffer) because they were waiting to hear from the community. Mr. Corriveau clarified that chain-link fencing was allowed in LI zoning but that the location of the wall or fence (inside or outside the buffer) could be worked out with the community.

Mr. Corriveau noted there were conditions in the City's code for light pollution.

Mr. Corriveau stated that the anticipated project buildout is 5 years and that the applicants were working with the city to increase the water use permit. He noted that water usage for industrial and residential uses fall within different categories for usage. Mr. Corriveau stated the projected water use at buildout would be 128,000 gallons per day. Commissioner Armstrong inquired whether the 128,000 gallons per day was the additional, or entire plant. Staff stated it was for the additional. Mr. Maggard stated that industrial uses were calculated on the permit differently than residential.

Commissioner Sullivan inquired whether trees would be maintained. Ms. Pierson stated yes.

Jim Willis, 4142 Breezewood Drive, addressed the Commission with his concerns.

[LOSS OF AUDIO]

Discussion was had [*Public comment from the audience*] on the concerns of nearby residents who complained of noise, light, and littering issues resulting from the plant.

Commissioner Sullivan inquired how much room was between the fence and parking expansion area. Mayor Whitfield inquired whether they could provide a double buffer around the parking lot and stated his concerns with lighting intrusion onto nearby residents.

Vincent Stokes, 4128 Breezewood Drive, addressed the Commission with his concerns on the project.

[LOSS OF AUDIO]

Commissioner Ryman left the meeting at 9:18 PM.

Commissioner Aker addressed a resident's concern with mosquitos resulting from existing and proposed retention ponds. Ms. Pierson recommended that they contact Pasco County Mosquito Control. Commissioner Aker also asked that residents' concerns, specifically with litter from truck drivers be addressed and suggested installation of security cameras. Ms. Pierson stated that to her knowledge the company had not received those types of complaints, and residents [*from the audience*] indicated the company was not easily reached.

Mayor Whitfield called for a motion. A motion was made to approve. Motion died from lack of second.

Motion to move forward without a recommendation. Motion seconded. Motion carried unanimously.

VI. ADJOURNMENT

Mayor Whitfield adjourned the meeting at 9:29 PM.

Attachment 2 - Neighborhood Meeting Summary

Date: February 2, 2023

To: Rodney Corriveau, Senior Planner, City of Zephyrhills

From: Linda Pearson, Land Use Consultant, Blue Triton Brands, Inc.

Subject: Neighborhood Meeting Summary of January 16, 2023

The information below provides a summary of the issues discussed and/or requested by residents at the neighborhood meeting held on Monday, January 16, 2023 at Alice Hall.

We followed the following agenda for this meeting:

1. Introduction
2. Updates to the site plan
3. Updates to landscaping plan
4. Review of previously voiced resident concerns
5. Open discussion of questions/issues
6. Wrap Up

Each of the specific issues are enumerated below. Follow-up comments that were provided either at the meeting or subsequent to that meeting are provided in italics.

1. Site Plan and Landscape/Buffering Plans: *Updated plans were presented in response to issues raised at the October 18, 2022 planning commission meeting and/or subsequent contacts with interested residents. Residents were pleased to see and hear that the proposed expanded parking lot has been reconfigured from the initial proposed distance of 135' to their property and has been increased to 265+/- feet. Residents have specifically requested that there be no solid buffer between their property line and the new landscape buffer. They prefer that any proposed chain-length fence be provided on the north side of the buffer so that they can see and enjoy the new landscaping and trees, etc., without visual interruption. **The applicant has agreed to that pending staff review and approval.***
2. Waste Connection Inc.: *Residents were again reminded that the use of BTB property by garbage trucks will be required to be modified at such time as construction begins. Maneuvering the large trucks on private property is not currently permitted. Modifying the trucks turning movements should not have any negative effect for their continued garbage service.*
3. Mosquito Control: *Neighbors were advised that the Pasco County Mosquito Control website : (pascomosquito.org) is available where service requests can be made online. An alternative method can be made by calling the office directly at 727-376-4568. This*

service is provided free to all Pasco residents and can be used at any time to report a need for service.

4. Mowing/Landscaping/General Cleanup: Street littering is a big nuisance. Will BTB help with picking up the trash along 20th Street from the truck entrance to Woodland (on BTB property). *Aaron Mitchell, BTB Plant Manager, was present and has advised that he is coordinating this activity with his company to provide this service on both sides of 20th Street abutting their property.*
5. Truck Traffic on 20th Street: Truck traffic, along with additional commercial and residential traffic blocks their ingress/egress from Woodland Drive. They have difficulty getting in and out of their streets during high traffic periods, which results in delays and additional time waiting to leave or enter their street. *The BTB planner, Linda Pearson, offered to draft a letter to Commissioner Oakley who represents District 1 in which their property is located. The letter will request traffic signage be installed to “Do Not Block Intersection” or some other appropriate language. Letter was emailed to Mrs. Mann and Mr. Stanek this date for them to get signatures of residents to be included with the request.”*
6. BTB Truck Entrance Signs Relocation: Comments were expressed with a suggestion that BTB relocate the directional signage for semi-trucks to use the truck entrance in order to give more notice to slow down and turn at the right location. *Subsequent to the neighborhood meeting, Mr. Mitchell advised that the signage has been modified to better serve the truckers and residents.*
7. BTB Vacant Residence on North Side of Woodland Drive: Residents inquired of Mr. Mitchell as to the plans and intent for the vacant residence. *Mr. Mitchell advised that he was aware of the current status of roof damage, etc. to that residence, but that he has received no information or direction, at present, as to future plans for the structure at this time.*
8. Annexation of BTB Vacant Lot on South Side of Woodland Drive: Residents are requesting for the vacant lot on the south side of Woodland Drive to be deleted from the annexation, comprehensive plan amendment, and rezoning application. Their reasoning is that because BTB has no plans for this lot in its current development plan, that it be removed in order for it to remain in unincorporated Pasco County . As such, its land use designations will continue to match all the other lots on the south side of Woodland Drive. Further, it will not create an “enclave” of a city lot between the two county lots with unincorporated resident-occupied homes on either side of it. ***Updated information relating to this request has confirmed that the applicant, BTB, Inc., has no objection to this request. We wish to officially advise city staff and seek direction as to how and what should be prepared, if anything, to grant this resident request.***
9. Residents at 39012 Woodland Drive (Ellison) Reports of Flooding. They expressed issues after heavy rain events. Water runs from the north toward their property. It has previously been so severe that Duke Energy has had to pour a concrete slab to raise the transformer that is at the corner of their property in order to control the water and keep the transformer dry. *The BTB construction project manager, Luke Schneider, has requested the civil engineer to investigate this concern and to report back his findings to determine the cause for this issue and report any suggestions that BTB might make to*

prevent it in the future. If it is determined that the cause is off the BTB site, further action by other others may be recommended.

10. Neighbors Request Modified Location of Solid Fence/Wall: There are several reasons the residents requested that any solid buffer be relocated to the south and east side of the proposed parking lot instead of at the shared property line.

- a. The location of a solid buffer at or near the shared property line would block their view and enjoyment of the new landscape buffer.
- b. The reason for a solid buffer is to decrease any disturbance, view, lighting, noise, activity, etc., from adjacent property owners.
- c. They expressed the preference that this buffer (detail yet to be determined) be placed near the actual location of the activities that may cause them disturbance.

Further, the location of the buffer nearer to the activity area would be a better choice in which to contain any potential disturbance within the actual site instead of allowing it to travel to the edge of the property line (approximately 265 + feet away from the source) before trying to contain it. ***The clients have no objection to the location of said buffer at this proposed location.*** *They are currently undergoing further investigation and analysis as to the most efficient and cost-effective way to accomplish this request in the way of construction types, size, width, and height options.*

11. Wells and Septic Tank Questions: A question was asked about a well for landscaping the new buffer and how that might affect the existing resident wells and septic tanks. *Linda responded that all wells are required to be permitted by SWFWMD and they must meet a 75-foot distance between it and any operating septic tank. Septic tanks are permitted by the Environmental Health section of the county health department. A site plan is required to confirm the distance between the proposed septic tank and any wells within 75 feet. BTB, as well as any applicant for either a well and/or septic tank, must meet these state requirements at the time of permitting. Well drillers and septic tank installers are aware of and must adhere to these permitting requirements before any construction is commenced.*

End of Night Summary

1. Buffer/Barrier Wall
 - a. No Opposition
 - b. The Taller the Better
2. Chain-link Fence
 - a. On BTB side of buffer
 - b. Neighbors want to see landscaping
3. Lot at S/S Woodland
 - a. Leave in County
 - b. Remove from annexation, etc.
4. Well/Septic Setback
 - a. Impact to BTB owned properties

- b. How close can these be to neighbor systems
- 5. Letter to County Commissioner
 - a. Linda has drafted and provided to residents for signatures and direct mailing or delivery to Commissioner Oakley

We believe that these revisions and the interaction with the community and applicant were successful. We look forward to hearing from you and bringing this project to a successful conclusion.

Please contact me if you have any questions or concerns.

ORDINANCE NO. 1459-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-3 (THREE RESIDENTIAL DWELLING UNITS PER ACRE) TO CITY I (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY R-1 TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 7.640 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 13-26-21-0110-00000-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills to prepare and enforce a Comprehensive Plan for the development of the City; and the City Council desires to amend the City of Zephyrhills' Comprehensive Plan, and;

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Small-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission, sitting as the Local Planning Agency, on October 18, 2022, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based upon the recommendations of the Zephyrhills Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan, and;

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the I (Industrial) future land use classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the LI (Light Industrial) Zoning Designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

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

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendment.

The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Physical Location: East of 20th Street and north of Woodland Drive, ZEPHYRHILLS FLORIDA 33542

Parcel /Tax ID Number: 13-26-21-0110-00000-0010

Legal description:

A parcel of land lying and being in the West ½ of Section 13, Township 26 South, Range 21 East, Pasco County, Florida; said parcel being a portion of ZEPHYRHILLS COLONY LANDS, according to the plat thereof recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida, and being more particularly described as follows:

COMMENCE at a point marking the Northwest corner of the Southwest ¼ of Section 13, Township 26 South, Range 21 East, Pasco County, Florida; thence coincident with the North boundary of the Southwest ¼ of said Section 13, S 89° 58' 35" E a distance of 25.00 feet to a point coincident with the East right-of-way boundary of 20th Street; thence departing said North boundary, coincident with said East right-of-way boundary, S 00° 04' 24" E a distance of 1664.57 feet to a point coincident with the South boundary of Tract 104, ZEPHYRHILLS COLONY COMPANY LANDS, according to the plat thereof recorded in Plat Book 1, page 55, of the Public Records of Pasco County, Florida, said point being the POINT OF BEGINNING; thence departing said East right-of-way boundary, coincident with said South boundary, N 89° 49' 26" E a distance of 633.81 feet to a point coincident with the East boundary of said Tract 104, thence departing said South boundary, coincident with said East boundary, N 00° 05' 15" W a distance of 332.95 feet to a point marking the Northwest corner of Tract 103 of said Plat ZEPHYRHILLS COLONY COMPANY LANDS; thence departing said East boundary, coincident with the North boundary of said Tract 3 and the Easterly extension thereof, N 89° 51' 34" E a distance of 674.57 feet to a point marking the Northwest corner of said Tract 102; thence coincident with a line being the Easterly extension of the South boundary of the lands described in Official Records Book 7746, Page 1412 of the Public Records of Pasco County, Florida; thence departing said West boundary, coincident with said South boundary and its Easterly extension thereof, S 89° 57' 39" W a distance of 211.55 feet to a point coincident with the East boundary of the lands described in Official Records Book 7774, Page 1667 of the Public Records of Pasco, Florida; thence departing said South boundary, coincident with said East boundary, S 00° 03' 32" E a distance of 10.51 feet to a point marking the Southeast corner of said lands; thence departing said East boundary, coincident with the South boundary of said lands and the Westerly extension thereof, S 89° 49' 28" W a distance of 308.00 feet to a point marking the Northeast corner of the lands described in Official records Book 7631, Page 1180 of the Public Records of Pasco County, Florida; thence coincident with the East boundary of said lands, S 00° 03' 32" E a distance of 260.46 feet to a point marking the Southeast corner of said lands and the Westerly extension thereof, S 89° 49' 45" W a distance of 788.60 feet to a point coincident with the East right-of-way boundary of 20th Street; thence coincident with said East right-of-way boundary, N 00° 04' 24" W a distance of 187.89 feet to the POINT OF BEGINNING.

Containing an area of 332,793.85 Square Feet, 7.640 acres, more or less.

The Future Land Use classification is hereby amended from County RES-3 to City I (Industrial) and the Zoning Designation is hereby rezoned from County R-1 to City LI (Light Industrial) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date.

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

The foregoing Ordinance No. 1459-23 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 8th day of May, 2023.

Attest: _____
 Lori L. Hillman, City Clerk Lance A. Smith, Council President

The foregoing Ordinance No. 1459-23 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 12th day of June, 2023.

Attest: _____
 Lori L. Hillman, City Clerk Lance A. Smith, Council President

The foregoing Ordinance No. 1459-23 was approved by me this 12th day of June, 2023.

Melonie Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.4

Residential Moratorium

First Reading **ORDINANCE NO. 1461-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1461-23 on the First Reading

Issue:

At the May 15, 2023 City Council/Planning Commission Workshop, staff was directed to bring back information for Council to consider a temporary suspension of accepting applications for rezoning, major amendments to master development agreements, site plan approvals plat approvals, or variances for residential development over one acre to allow time to study the City's water use permit, Land Development Code regulations, and impact fees.

Background:

In order for a moratorium on development to be valid, it must be adopted in good faith, for a limited duration, and for the purpose of developing a plan to address a specific issue. Furthermore, the local government must act expeditiously to address the issue.

Florida Statutes Section 166.041(3)(c) requires two properly noticed public hearings after proper advertisement. At the Council's direction, there will be two advertised public hearings held on June 12, 2023 and June 26, 2023.

Attachment(s):

1. Ordinance 1461-23 - Residential Development Moratorium (18824007.2)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of Ordinance No. 1461-23 Residential Development

Moratorium.

ORDINANCE NO. 1461-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Southwest Florida Water Management District (“SWFWMD”) regulates, through the issuance of a Water Use Permit, the amount of water the City of Zephyrhills is permitted to provide to users of the City’s potable water supply; and

WHEREAS, the City of Zephyrhills has experienced substantial growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre resulting in significant increased demand for City provided potable water; and

WHEREAS, the City of Zephyrhills has approved or is in the process of approving the maximum number of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre that the City’s current Water Use Permit will allow; and

WHEREAS, the City of Zephyrhills has applied for an expansion of its Water Use Permit and that application is under review by SWFWMD; and

WHEREAS, due to the historically high number of proposed and/or approved new residential projects within the boundaries of the City, the City of Zephyrhills is nearing its maximum daily usage allowed under the current Water Use Permit; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to obtain the proper and necessary increases to the City’s Water Use Permit; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance advances an important government purpose by preventing the demand for City potable water service to exceed the current Water Use Permit limits; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public’s health, safety, and welfare; and

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

Section 1. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings 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 this Ordinance upon adoption hereof.

Section 3. Temporary Moratorium

Beginning on the effective date of this ordinance and continuing for twelve (12) consecutive months or sooner, if provided pursuant to section 5 of this ordinance, a moratorium is hereby imposed on the consideration of applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

During the moratorium, the City of Zephyrhills will not accept, review, or consider applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

Section 4. Exemptions.

The temporary moratorium imposed by Section 3 of this ordinance shall not apply to any property and/or project that filed an application for residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre prior to the effective date of this ordinance.

Additionally, the temporary moratorium imposed by Section 3 of this ordinance shall not apply to any residential project that is on one acre or less.

Any property and/or project that is exempt under this section may continue to apply for and receive any approvals, plats, permits or consents from the City allowed by the Land Development Code.

Section 5. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the follow occurrences:

- A. June 25, 2024; or
- B. A date before June 25, 2024, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 6. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 7. 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 is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 8. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, 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 9. Effective Date.

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

The foregoing Ordinance No. 1461-23 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 12th day of June, 2023.

Attest: _____
Lori L. Hillman, City Clerk Lance A. Smith, Council President

The foregoing Ordinance No. 1461-23 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 26th day of June, 2023.

Attest: _____
Lori L. Hillman, City Clerk Lance A. Smith, Council President

The foregoing Ordinance No. 1461-23 was approved by me this 26th day of June, 2023.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

CITY MANAGER'S REPORT 4.1

Request to Rename Lincoln Heights Park to Ellis Harrold Neighborhood Park

Issue:

Request to rename Lincoln Heights Park to Ellis Harrold Neighborhood Park in honor of Ellis Harrold.

Background:

Mr. Harrold has resided in Zephyrhills since 1957 and was a resident of the Lincoln Heights neighborhood. He was the first African American hired by the City of Zephyrhills in 1962 and worked for the City for 34 years. Individuals requesting the renaming believe Mr. Ellis Harrold meets the criteria outlined in Resolution No. 698-15 for the Naming/Renaming of City Parks, City Facilities and Honorary Street Namings; specifically, an individual who has contributed outstanding service to the City. It has been requested for City Council to convene a Special City Advisory Board to review the request.

Attachment(s):

1. Request for Naming
2. 698-15 Naming Policy

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council proceed at their pleasure.

May 23, 2023

**Request to Name Lincoln Heights Park to Ellis Harrold Neighborhood Park
Submitted by Steve Spina**

Since the recognition of Ellis Harrold by the City of Zephyrhills on February 27, 2023, I have been approached by several citizens, including the Rev. Adrian Gay of Macedonia Missionary Baptist Church, to rename Lincoln Heights Park in honor of Mr. Harrold.

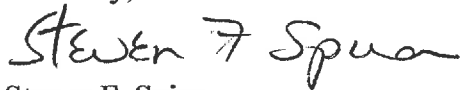
As was noted in the city's proclamation, Mr. Harrold has resided in Zephyrhills since 1957 and is a resident of the Lincoln Heights neighborhood. Additionally, he was the first African American hired by the City of Zephyrhills in 1962, and worked for the city for 34 years. As the proclamation notes, Ellis Harrold "broke barriers that existed at the time and opened doors for other African Americans to work for the City of Zephyrhills."

Resolution 698-15 requires that the naming of city streets, parks or other city facilities follow certain criteria, including honoring an "individual who has contributed outstanding civic service to the city" and is "the articulated preference of residents of the neighborhood surround the public facility" and having provided a historical significance.

I believe Mr. Ellis Harrold meets these criteria, in breaking the racial barriers of his time, in contributing to the fabric of the community and having support of the neighborhood of which he resides and where the park is located.

At the request of these individuals who have made this request, I ask City Council to convene a special city advisory board as set out in Resolution 698-15 to review the request and bring their findings to City Council for consideration.

Sincerely,

A handwritten signature in black ink that reads "Steven F. Spina". The signature is written in a cursive, flowing style.

Steven F. Spina,
City Councilman, Seat 2

RESOLUTION NO.: 698-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, RELATING TO PARKS AND PUBLIC FACILITIES AND CREATING POLICIES AND PROCEDURES FOR THE NAMING/RENAMING OF CITY PARKS, CITY FACILITIES AND PROVIDING FOR HONORARY STREET NAMINGS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, may have occasion to name or rename city parks and other facilities, including providing for honorary street naming; and

WHEREAS, it is appropriate to establish criteria and procedures for the official naming/renaming of city parks and other facilities; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, HEREBY RESOLVES AS FOLLOWS:

Section 1:

- A. The naming/renaming of city parks and other city facilities, including providing honorary designations for city streets, shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.
- B. The following criteria shall be considered:
 - a. Neighborhood or geographical identification
 - b. Natural or geological features
 - c. Historical or cultural significance
 - d. The articulated preference of residents of the neighborhood surrounding the public facility
 - e. An individual (living or deceased) who has made a significant land and/or monetary contribution to the community or who has the contribution made in "memoriam" and when the name has been stipulated as a condition of the donation.
 - f. An individual who has contributed outstanding civic service to the city.
- C. Naming of interior features or spaces may be made separately from the main park or facility and is subject to the same criteria of this resolution.

Section 2:

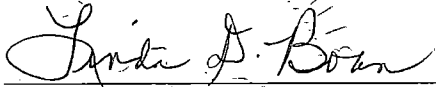
- A. If the City Council determines that a city park or other city facility should be named or renamed, the Council shall solicit suggestions for names. All suggestions, whether solicited or independently offered, shall be acknowledged and recorded by the City Clerk.
- B. A special city advisory board shall be convened to review the request and potential naming or renaming options and present their findings and recommendation to the City Council. The board shall be comprised of 2 members of the Zephyrhills Planning Commission, 2 members of the Zephyrhills Historic Board and 2 members of the City Parks Board. The Mayor shall also participate and chair this board for a total membership of 7.
- C. Following a review of the suggestions and public comments, and recommendation from the Naming Advisory Board the City Council shall determine the name for city parks or other facilities. City Council has the discretion to accept or reject recommendations for naming or renaming of city facilities.
- D. The provisions of this procedure shall not apply to the application of donor recognition for such minor items as benches, trees, refuse cans, flagpoles, water fountains or similar items. Nor shall the naming of such items fall under these provisions.
- E. Following the selection of a public park, public facility or street name by the City Council, the Public Works department will identify the facility by appropriate signage specifying the name.

DONE AND RESOLVED this 23rd day of March 2015.

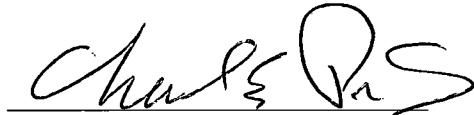
ATTEST:

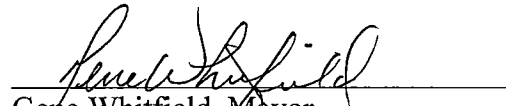
CITY OF ZEPHYRHILLS, FLORIDA

By:


Linda D. Boan, City Clerk

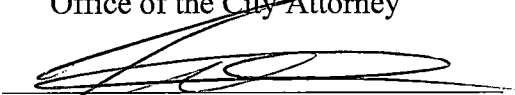
By:


Charles E. Proctor, President


Gene Whitfield, Mayor

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the City Attorney

By:


Joseph A. Poblick, City Attorney



KIM EARLE

37741 PHELPS ROAD



